



Governing Board Agenda Item

Meeting Date: August 13, 2026

From: Mark Goligoski, Assistant Superintendent

Subject: Tucson Electric Power Right-of-Way Easement

Priority: To plan for future needs in a proactive, accountable manner

Consent ☐ Action ☒ Discussion ☐

Background:

Tucson Electric Power Company (TEP) has requested a Right-of-Way Easement at Twin Peaks K-8 School. The proposed easement will allow TEP to transmit and distribute electricity from a current power source located on the east side of the campus to the new gym being constructed on the southwest corner of the property. TEP will complete repairs if there is ever damage to the line and help keep the easement free from growth that could potentially cause damage.

In return for running this service below ground, the District agrees to protect five feet on both sides of the conduit by refraining from building any structure over the easement and making changes to the current grade.

The document has been approved by the District's legal counsel.

Recommended Motion:

I move that the Governing Board approve the granting of a Right-of-Way Easement to Tucson Electric Power Company for the transmission and distribution of electrical service for the new gym at Twin Peaks K-8 School.

Approved for transmittal to the Governing Board:

A handwritten signature in black ink, appearing to read 'D. Streeter', is written over a horizontal line.

Dr. Daniel Streeter, Superintendent

Questions should be directed to: Mark Goligoski, Assistant Superintendent
Phone: (520) 682-4757

RIGHT OF WAY EASEMENT

MARANA UNIFIED SCHOOL DISTRICT NO. 6, AN ARIZONA UNIFIED SCHOOL DISTRICT ORGANIZED AND OPERATING IN, PIMA COUNTY, ARIZONA

(hereinafter referred to as "Grantor"), hereby grants to **Tucson Electric Power Company**, an Arizona corporation, its successors and assigns (hereinafter referred to as "Grantee"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, a perpetual non-exclusive easement and right-of-way to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time electric lines and appurtenant facilities for the transmission and distribution of electricity, consisting of wires, underground conduits, cables, vaults, manholes, handholes, and including above-ground enclosures, markers, concrete pads, risers, poles, anchors, guy wires and other appurtenant fixtures and equipment necessary or useful for distributing electrical energy and for communication facilities of other entities (taken together, the "Facilities"), in, over, under, across and along that certain real property described as follows (the "Easement"):

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

Grantor further conveys to Grantee, for purposes of ingress and egress to the Easement, a right of access over, upon or along Grantor's property as is reasonably necessary to access the Easement. Grantee shall repair any damage to Grantor's property that results from any such ingress or egress.

Grantor agrees for itself, its successors and assigns, not to erect, place or maintain, nor to permit the erection, placement or maintenance of any building, landscaping, earth fill, walls or fences upon the Easement that would impair the repair, maintenance or removal of any or all of the Facilities. All Facilities, including electrical and communication structures installed by Grantee in and upon the Easement, shall remain the personal property of the Grantee and shall not be deemed a part of the realty.

Grantee and its contractors, agents and employees shall have the right to trim or top such trees and to cut such roots and remove such obstacles that could endanger or interfere with the Facilities, and shall have free access to the Facilities at all times for the purpose of exercising the rights herein granted.

Grantee shall have the right during initial construction of the Facilities, to use for the purposes incidental to said construction, a strip of land 10 feet in width adjacent and contiguous to the Easement, said strip to be in whole or in part on each side of the Easement, said right to use said strip of land ceasing and being terminated at such time as said initial construction is completed.

Grantor shall not increase or decrease the ground surface elevation within the boundaries of the Easement after approved final grade is established and meets Grantee's construction standards. Subsequent to the construction, the ground surface shall not be penetrated to a depth in excess of 12 inches by any tool or implement, without having the underground facilities located and taking all necessary precautions to protect them. If subsequent to construction Grantor changes the grade in such a way as to require relocation or alteration of the Facilities, the cost shall be borne by Grantor or subsequent owners.

Grantor hereby agrees that these covenants are made for the herein-described real property which is the subject of this Easement. Grantor hereby warrants and represents, and acknowledges Grantee's reliance upon said warranty and representation, that Grantor has good and sufficient title to the real property in order to grant this Easement.

In consideration of the mutual terms, covenants and conditions herein contained, this easement shall be binding upon and inure to benefit of any heirs, executors, administrators, permittees, licensees, agents, or assigns of Grantor and any successors and assigns of Grantee.

In witness hereof, the Grantor has executed these presents this _____ day of _____, 2026.

MARANA UNIFIED SCHOOL DISTRICT NO. 6, an Arizona Unified School District organized and operating in, Pima County, Arizona

SIGNATURE

PRINTED NAME

TITLE

STATE OF)
) ss
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by _____ as _____ for MARANA UNIFIED SCHOOL DISTRICT NO. 6, an Arizona Unified School District organized and operating in, Pima County, Arizona

Notary Public

p 602.957.1155 | 3020 East Camelback Rd, Suite 201
 f 602.957.2838 | Phoenix, AZ 85016

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EXHIBIT "A"
 LEGAL DESCRIPTION
 FOR
 TUCSON ELECTRIC POWER
 ELECTRICAL EASEMENT

AN EASEMENT, BEING 5.00 FEET RIGHT AND 5.00 FEET LEFT OF THE FOLLOWING DESCRIBED CENTERLINE, WITH SIDELINES OF SAID EASEMENT TO BE PROLONGED OR SHORTENED TO TERMINATE AT THE PROSPECTIVE PARCEL LINES, OVER THOSE PARCELS OF LAND AS DESCRIBED IN BOOK 10042 PAGE 1688, RECORDS OF PIMA COUNTY, ARIZONA, AND BOOK 10042 PAGE 1692, RECORDS OF PIMA COUNTY, ARIZONA, BEING IN A PART OF THE EAST HALF OF SECTION 20, TOWNSHIP 12 SOUTH, RANGE 12 EAST OF THE GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 20, BEING MONUMENTED BY A FOUND REBAR, FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION 20, BEING MONUMENTED BY A FOUND NAIL IN PIPE, BEARS SOUTH 89 DEGREES 27 MINUTES 26 SECONDS WEST, A DISTANCE OF 2648.87 FEET;

THENCE UPON AND WITH THE NORTH LINE OF SAID NORTHEAST QUARTER, SOUTH 89 DEGREES 27 MINUTES 26 SECONDS WEST, A DISTANCE OF 815.96 FEET;

THENCE DEPARTING SAID NORTH LINE, SOUTH 00 DEGREES 32 MINUTES 34 SECONDS EAST, A DISTANCE OF 3091.73 FEET TO THE POINT OF BEGINNING 1;

THENCE SOUTH 89 DEGREES 11 MINUTES 10 SECONDS EAST, A DISTANCE OF 408.00 FEET;

THENCE NORTH 00 DEGREES 35 MINUTES 10 SECONDS WEST, A DISTANCE OF 264.64 FEET TO POINT 'A';

THENCE NORTH 47 DEGREES 16 MINUTES 15 SECONDS WEST, A DISTANCE OF 37.01 FEET;

THENCE NORTH 00 DEGREES 36 MINUTES 52 SECONDS WEST, A DISTANCE OF 386.68 FEET;

THENCE NORTH 49 DEGREES 11 MINUTES 08 SECONDS WEST, A DISTANCE OF 26.93 FEET TO A POINT JOINING AN EXISTING ELECTRICAL EASEMENT AS RECORDED IN BOOK 11473 PAGE 1564, RECORDS OF PIMA COUNTY, ARIZONA, ALSO BEING POINT OF TERMINUS 1;

TOGETHER WITH:

THENCE BEGINNING AT THE AFORESAID POINT OF BEGINNING 1, CONTINUING UPON AND WITH THE AFORESAID EASEMENT CENTERLINE, SOUTH 45 DEGREES 48 MINUTES 50 SECONDS WEST, A DISTANCE OF 16.31 FEET;

THENCE NORTH 89 DEGREES 11 MINUTES 10 SECONDS WEST, A DISTANCE OF 67.68 FEET TO THE BEGINNING OF A TANGENT CURVE TO THE LEFT WITH A RADIUS OF 1105.00 FEET;

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THENCE ALONG SAID CURVE, THROUGH A CENTRAL ANGLE OF 10 DEGREES 08 MINUTES 32 SECONDS, A LENGTH OF 195.60 FEET TO THE POINT OF TERMINUS 2;

TOGETHER WITH:

AN EASEMENT OVER A PARCEL OF LAND, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE AFORESAID POINT OF BEGINNING 1, THENCE NORTH 56 DEGREES 02 MINUTES 15 SECONDS EAST, A DISTANCE OF 8.77 FEET TO THE POINT OF BEGINNING 2;

THENCE NORTH 89 DEGREES 11 MINUTES 10 SECONDS WEST, A DISTANCE OF 9.27 FEET;

THENCE SOUTH 45 DEGREES 48 MINUTES 50 SECONDS WEST, A DISTANCE OF 8.10 FEET;

THENCE NORTH 00 DEGREES 48 MINUTES 50 SECONDS EAST, A DISTANCE OF 8.27 FEET;

THENCE SOUTH 89 DEGREES 11 MINUTES 10 SECONDS EAST A DISTANCE OF 15.00 FEET;

THENCE SOUTH 00 DEGREES 48 MINUTES 50 SECONDS WEST, A DISTANCE OF 2.54 FEET TO THE POINT OF BEGINNING 2;

TOGETHER WITH:

COMMENCING AT SAID POINT OF BEGINNING 2, THENCE SOUTH 00 DEGREES 48 MINUTES 50 SECONDS WEST, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING 3;

THENCE SOUTH 00 DEGREES 48 MINUTES 50 SECONDS WEST, A DISTANCE OF 2.46 FEET;

THENCE NORTH 89 DEGREES 11 MINUTES 10 SECONDS WEST, A DISTANCE OF 7.59 FEET;

THENCE NORTH 45 DEGREES 48 MINUTES 50 SECONDS EAST, A DISTANCE OF 3.48 FEET;

THENCE SOUTH 89 DEGREES 11 MINUTES 10 SECONDS EAST, A DISTANCE OF 5.13 FEET TO THE POINT OF BEGINNING 3;

TOGETHER WITH:

COMMENCING AT THE AFORESAID POINT 'A', THENCE SOUTH 89 DEGREES 04 MINUTES 14 SECONDS WEST, A DISTANCE OF 7.24 FEET TO THE POINT OF BEGINNING 4;

THENCE SOUTH 47 DEGREES 16 MINUTES 15 SECONDS EAST, A DISTANCE OF 3.08 FEET;

THENCE SOUTH 00 DEGREES 35 MINUTES 10 SECONDS EAST, A DISTANCE OF 8.39 FEET;

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THENCE NORTH 89 DEGREES 11 MINUTES 10 SECONDS WEST, A DISTANCE OF 2.50 FEET;

THENCE NORTH 00 DEGREES 48 MINUTES 50 SECONDS EAST, A DISTANCE OF 10.45 FEET TO THE POINT OF BEGINNING 4;

TOGETHER WITH:

COMMENCING AT SAID POINT OF BEGINNING 4, THENCE NORTH 66 DEGREES 07 MINUTES 59 SECONDS EAST, A DISTANCE OF 10.90 FEET TO THE POINT OF BEGINNING 5;

THENCE SOUTH 89 DEGREES 11 MINUTES 10 SECONDS EAST, A DISTANCE OF 5.10 FEET;

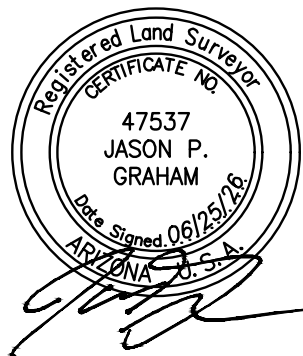
THENCE SOUTH 00 DEGREES 48 MINUTES 50 SECONDS WEST, A DISTANCE OF 15.00 FEET;

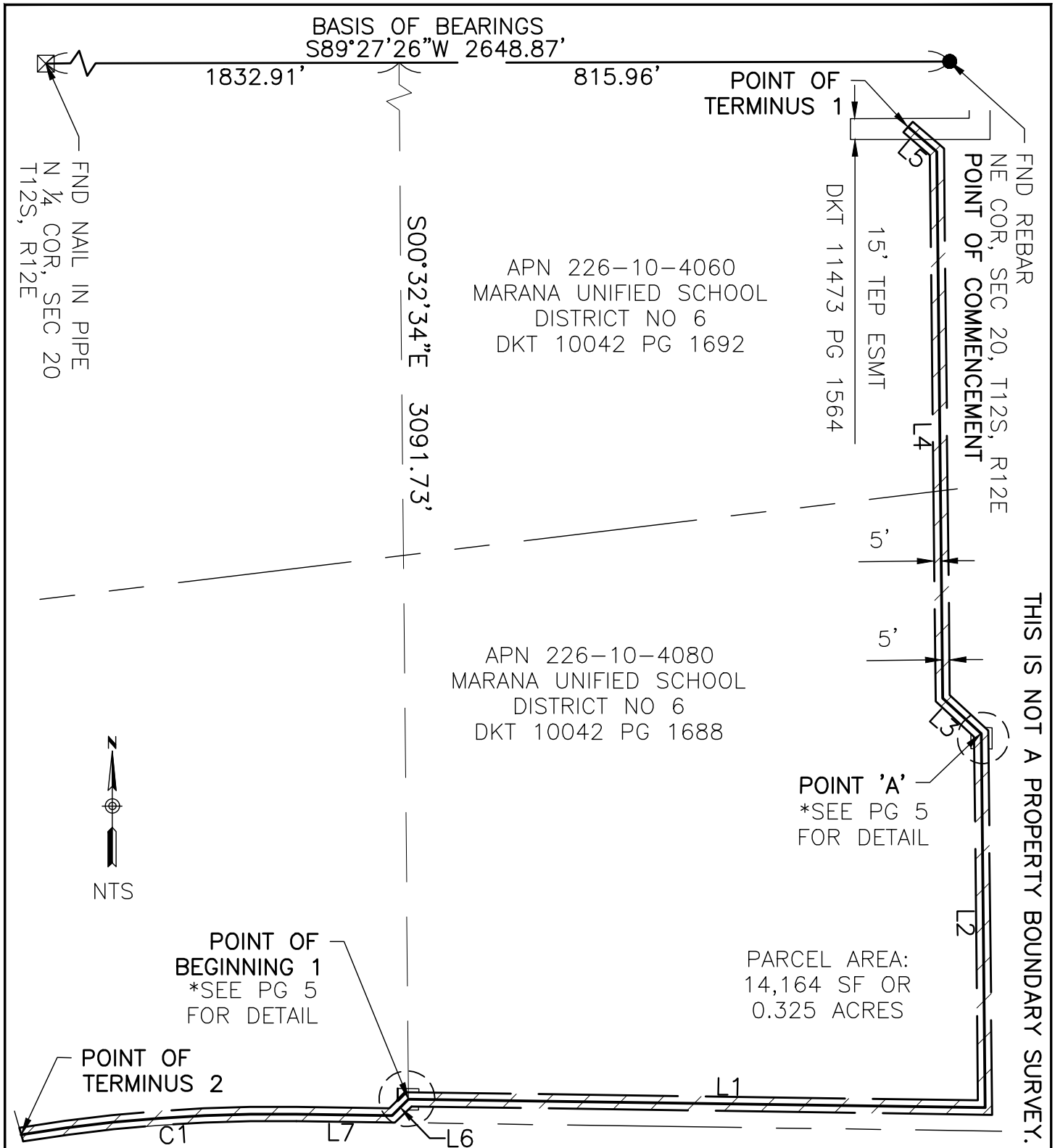
THENCE NORTH 89 DEGREES 11 MINUTES 10 SECONDS WEST, A DISTANCE OF 2.50 FEET;

THENCE NORTH 00 DEGREES 35 MINUTES 10 SECONDS WEST, A DISTANCE OF 12.95 FEET;

THENCE NORTH 47 DEGREES 16 MINUTES 15 SECONDS WEST, A DISTANCE OF 3.07 FEET TO THE POINT OF BEGINNING 5;

SAID HEREIN COMBINED PARCELS OF LAND CONTAINING A COMPUTED AREA OF 14,164 SQUARE FEET OR 0.325 ACRES OF LAND, MORE OR LESS.





DIBBLE

DIBBLE PROJECT NO.
1425052



EXHIBIT "A"

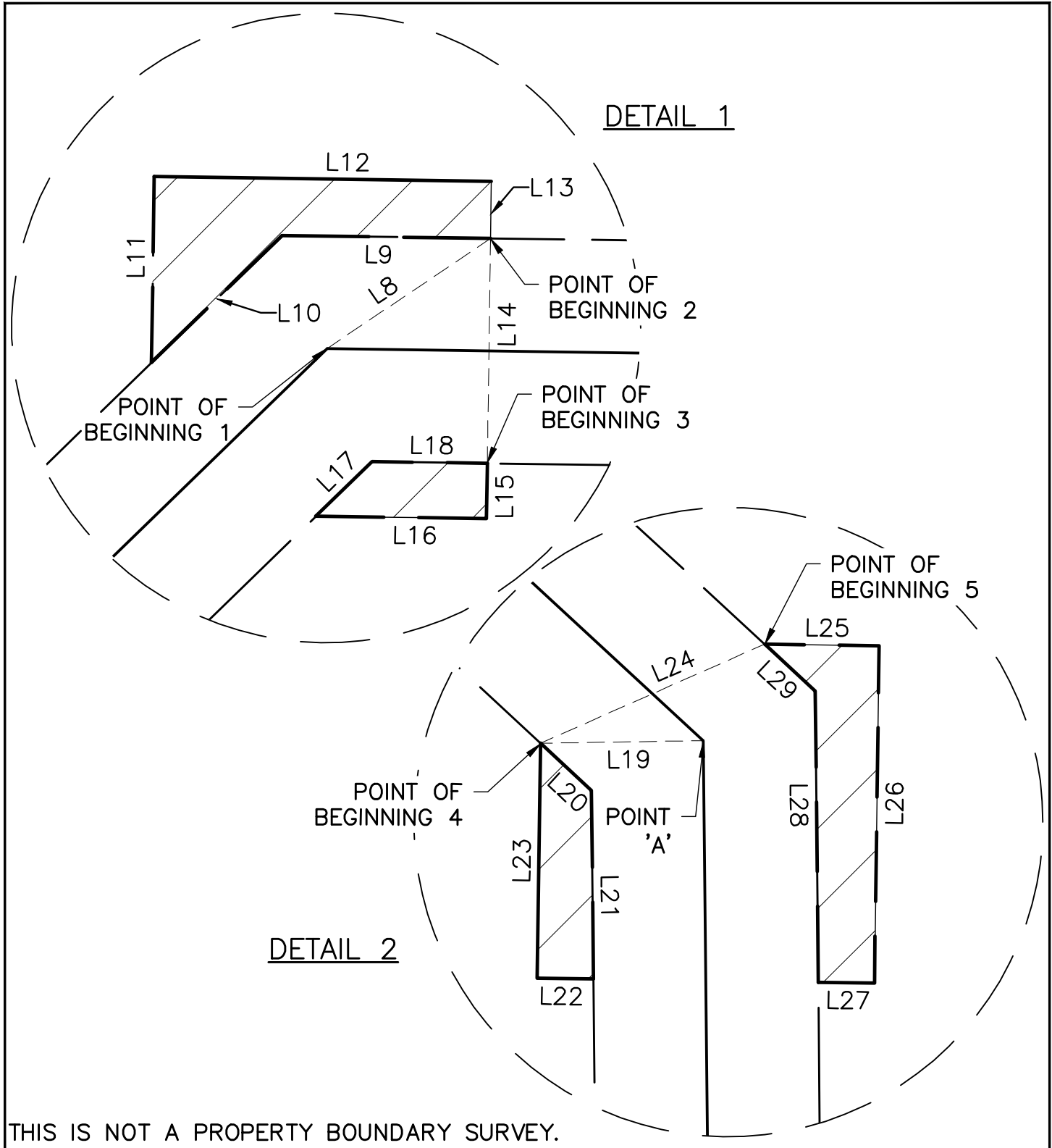
TUCSON ELECTRIC POWER EASEMENT

A PART OF SECTION 20,
T12S, R12E, GILA & SALT RIVER MERIDIAN,
PIMA COUNTY, ARIZONA

DATE: JUN 2026

DRN: AML CHK: JPG

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THIS IS NOT A PROPERTY BOUNDARY SURVEY.

DIBBLE

DIBBLE PROJECT NO.
1425052



EXHIBIT "A"
TUCSON ELECTRIC POWER
EASEMENT
A PART OF SECTION 20,
T12S, R12E, GILA & SALT RIVER MERIDIAN,
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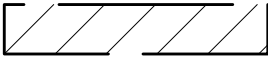
PAGE 5

FILE:V:\PROJECTS\2025\1425052 MUSD Twin Peaks\CAD\EXHIBITS\25052-TEP ESMT.dwg DATE:Jun, 25 2026 TIME: 12:53 pm

LINE DATA TABLE		
LINE	BEARING	DISTANCE
L1	S89°11'10"E	408.00'
L2	N00°35'10"W	264.64'
L3	N47°16'15"W	37.01'
L4	N00°36'52"W	386.68'
L5	N49°11'08"W	26.93'
L6	S45°48'50"W	16.31'
L7	N89°11'10"W	67.68'
L8	N56°02'15"E	8.77'
L9	N89°11'10"W	9.27'
L10	S45°48'50"W	8.10'
L11	N00°48'50"E	8.27'
L12	S89°11'10"E	15.00'
L13	S00°48'50"W	2.54'
L14	S00°48'50"W	10.00'
L15	S00°48'50"W	2.46'

LINE DATA TABLE		
LINE	BEARING	DISTANCE
L16	N89°11'10"W	7.59'
L17	N45°48'50"E	3.48'
L18	S89°11'10"E	5.13'
L19	S89°04'14"W	7.24'
L20	S47°16'15"E	3.08'
L21	S00°35'10"E	8.39'
L22	N89°11'10"W	2.50'
L23	N00°48'50"E	10.45'
L24	N66°07'59"E	10.90'
L25	S89°11'10"E	5.10'
L26	S00°48'50"W	15.00'
L27	N89°11'10"W	2.50'
L28	N00°35'10"W	12.95'
L29	N47°16'15"W	3.07'

CURVE DATA TABLE				
CURVE	LENGTH	RADIUS	DELTA	CHORD
C1	195.60'	1105.00'	10°08'32"	S85°44'34"W 195.35'



EASEMENT

————— EASEMENT CENTERLINE

—— — — — — PROPERTY LINE

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EXHIBIT "A"
TUCSON ELECTRIC POWER
EASEMENT
A PART OF SECTION 20,
T12S, R12E, GILA & SALT RIVER MERIDIAN,
PIMA COUNTY, ARIZONA

DATE: JUN 2026
DRN: AML CHK: JPG

general notes

- A. UTILITY CONDUIT ROUTING IS APPROXIMATE. CONTRACTOR SHALL INSTALL CONDUIT(S) AND TRENCHING PER UTILITY COMPANY REQUIREMENTS (APS & COMMUNICATION UTILITY). REFER TO UTILITY COMPANY DRAWINGS PRIOR TO INSTALLATION. PROVIDE ADDITIONAL PULL BOX(ES), HANDHOLE(S), CONDUIT AND EQUIPMENT AS REQUIRED PER UTILITY COMPANY REQUIREMENTS.
- B. PROVIDE A TRACER WIRE FOR ALL UNDERGROUND SITE CONDUITS PER ARIZONA STATE STATUTE REF. 40-360.22-M.
- C. CONTRACTOR TO BLUE STAKE ALL (E) UTILITIES PRIOR TO INSTALLING ANY (N) UNDERGROUND CONDUITS.
- D. PROVIDE SAW CUTTING OF (E) ASPHALT/CONCRETE FOR INSTALLATION OF (N) CONDUIT(S) WHERE REQUIRED.

keynotes

1. APPROXIMATE LOCATION OF (E) UTILITY XFMR TO REMAIN.
2. APPROXIMATE LOCATION OF (E) UTILITY COMMUNICATION PEDESTAL TO REMAIN.
3. REFER TO SINGLE LINE DIAGRAM, SHEET EP701 FOR SIZE AND QUANTITY OF CONDUIT & CONDUCTORS.
4. (1) 4" EC W/ PULLCORD PER TEP REQUIREMENTS.

electrical equipment keynotes

1. SERVICE ENTRANCE SWITCHBOARD 'SES-1'.
2. PROPOSED LOCATION OF (N) TEP PAD MOUNT UTILITY TRANSFORMER INSTALLED/PROVIDED BY TEP. PROVIDE/INSTALL PAD PER TEP SR-233.
3. (N) J2 CABINET TO BE INSTALLED BY TEP. CABINET BASE TO BE PROVIDED BY TEP. INSTALLED BY THE ELECTRICAL CONTRACTOR. INSTALL CABINET BASE PER TEP GUIDELINE SR-234. (N) CONDUIT(S) EXTENDING 10' OUT FROM CENTER TO CABINET BASE TO BE CONCRETE ENCASED PER TEP SR-234. REFER TO SR-234 FOR ADDITIONAL INSTALLATION REQUIREMENTS. COORDINATE EXACT MOUNTING LOCATION WITH CIVIL PRIOR TO ROUGH-IN.

TWIN PEAKS K-8 NEW GYM

MARANA USD

7995 W TWIN PEAKS RD

TUCSON AZ 85743

ELECTRICAL SITE PLAN

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REVISIONS		
MARK	DATE	DESCRIPTION
2	2.23.26	OAC Clarifications

REVIEWED BY: Checker
DRAWN BY: Author

ORIGINAL ISSUE DATE: 8/19/25

JOB No: K2500006

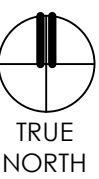
SHEET:

ES101



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M3ENR.COM



ELECTRICAL SITE PLAN

SCALE: 1" = 30'-0"

