



Governing Board Agenda Item

Meeting Date: September 11, 2025

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 perpetual, non-exclusive Right-of-Way Easement across Marana Unified School District property. The proposed easement will allow TEP to construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect, and remove electric lines and related facilities necessary for the transmission and distribution of electricity.

These facilities may include:

- Wires, underground conduits, and cables
- Vaults, manholes, and handholes
- Above-ground enclosures, markers, risers, and concrete pads
- Poles, anchors, guy wires, and other appurtenant fixtures
- Communication facilities of other authorized entities

The granting of this easement will not interfere with District ownership of the property and will ensure continued delivery of reliable electrical service for District operations and the surrounding community.

Recommended Motion:

I move that the Governing Board approve the granting of a perpetual, non-exclusive Right-of-Way Easement to Tucson Electric Power Company for the construction, operation, and maintenance of electrical transmission and distribution facilities as described.

Approved for transmittal to the Governing Board:


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

(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 _____, 2025.

Marana Unified School District

SIGNATURE

PRINTED NAME

TITLE

STATE OF)
) ss
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025,
by _____ as _____ for
the Marana Unified School District.

Notary Public



**LEGAL DESCRIPTION FOR A NEW ELECTRIC LINE AND TRANSFORMER
LOCATED ON THAT PARCEL AS SHOWN AS A.P.N. 216-40-019D, MARANA UNIFIED
SCHOOL DISTRICT NO. 6, AND BEING A PORTION OF BOOK 58 AND PAGE 23 OF
MAPS AND PLAT**

An electric easement within a portion of land referred to herein below is situated in the county of Pima, State of Arizona, being a portion of Marana Unified School District No. 6, A.P.N. No. 216-40-019D, as described in Book 58 and Page 23 of Maps and Plat, deed recorded at sequence number 20052521521 at the Pima County Recorder's Office, Pima County, Arizona., located in Section 18, Township 12 South, Range 12 East, Gila and Salt River Meridian, Pima county, Arizona, more particularly described as follows:

COMMENCING at a Brass Cap Survey Monument, stamped "RLS 49549" at the centerline of Saguaro Peaks Boulevard, Bk. 58, Pg. 23, from which bears a Brass Cap Survey Monument at the centerline of North Saguaro Highlands Drive, Bk. 58, Pg. 23, South 83° 17' 34" West, for a distance of 1272.91 feet, being the basis of bearing;

THENCE, along the centerline of North Saguaro Highlands Drive, South 83° 17' 34" West, for a distance of 487.44 feet;

THENCE, departing said centerline of North Saguaro Highlands Drive, North 06° 42' 26" West for a distance of 39.00 feet, to a point on the west right of way line of North Saguaro Highlands Drive that is also point "A" and the **POINT OF BEGINNING**;

THENCE, departing said point "A" and POINT OF BEGINNING, along the west right of way line of North Saguaro Highlands Drive, South 83° 17' 34" West, for a distance of 35.76 feet to a point being West line of Parcel 216-40-019D and shown as point "B";

THENCE, departing point "B" but along the West line of Parcel 216-40-019D, North 35° 42' 33" West, for a distance of 11.43 feet;

THENCE, departing the east line of Parcel 216-40-019D, North 83° 17' 34" East, for a distance of 26.23 feet;

THENCE, North 05° 56' 46" West, for a distance of 5.00 feet;

THENCE, North 83° 17' 34" East, for a distance of 15.00 feet;

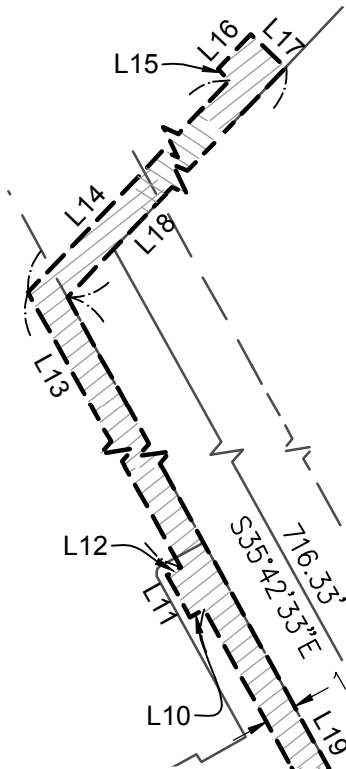
THENCE, South 06° 42' 26" East, a distance of 15.00 feet to west right of way line of North Saguaro Highlands Drive also being point "A" and also the **POINT OF BEGINNING**.

Said easement containing 460.45 Sq. Ft or 0.011 acres., more or less.

**LEGAL DESCRIPTION FOR A NEW ELECTRIC LINE AND TRANSFORMER
LOCATED IN SECTION 18, TOWNSHIP 12 SOUTH, RANGE 12 EAST**



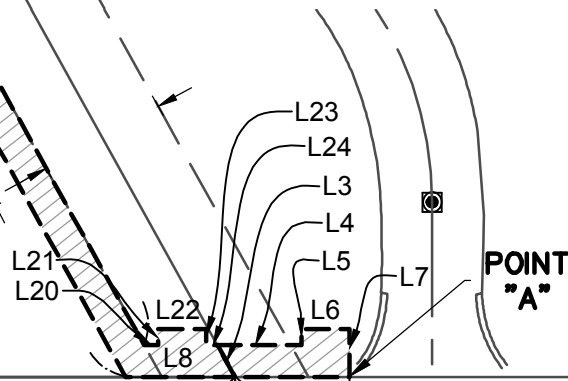
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A.P.N. NO.
216-40-019D
MARANA UNIFIED SCHOOL
DISTRICT NO 6
BK. 58, PG. 23 MAPS
AND PLAT

A.P.N. NO.
216-40-019C
TOWN OF MARANA
BK. 58, PG. 23 MAPS
AND PLAT

40' PUBLIC
SEWER EASEMENT



S83°17'34"W 488.84'
N. SAGUARO HIGHLANDS DR (PUBLIC)
BK. 58, PG. 23 MAPS AND PLAT

S83°17'34"W 444.07'
POINT "B"

S83°17'34"W 1272.91'

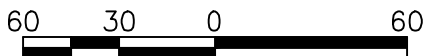
SAGUARO PEAKS BOULEVARD (PUBLIC)
BK. 58, PG. 23 MAPS AND PLAT



BRASS CAP
SURVEY MONUMENT

BRASS CAP
SURVEY MONUMENT

BRASS CAP SURVEY
MONUMENT, RLS "49459" POC



GRAPHIC SCALE
1" = 60'

Bowman

3275 West Ina Rd, Suite Phone: (520) 463-3200
220, Tucson, AZ www.bowmanconsulting.com

051135-TEP	T12S	R12E	SEC 18
051135-TEP MARANA, ARIZONA			SHEET NO. 2 OF 3
JOB #: 051135	FILENAME: 051135 - SAGUARO BLOOM PARK TEP ESMTS		

LINE DATA		
LINE #	BEARING	DISTANCE
L1	N06°42'26"W	39.00'
L2	S83°17'34"W	35.76'
L3	N35°42'33"W	11.43'
L4	N83°17'34"E	26.23'
L5	N05°56'46"W	5.00'
L6	N83°17'34"E	15.00'
L7	S06°42'26"E	15.00'
L8	S83°17'34"W	34.30'
L9	N35°42'33"W	571.10'
L10	S54°17'27"W	5.00'
L11	N35°42'33"W	15.00'
L12	N54°17'27"E	5.00'

LINE DATA		
LINE #	BEARING	DISTANCE
L13	N35°42'33"W	114.65'
L14	N36°50'21"E	141.57'
L15	N53°09'37"W	5.00'
L16	N36°50'23"E	15.00'
L17	S53°09'37"E	15.00'
L18	S36°50'21"W	149.23'
L19	S35°42'33"E	687.52'
L20	N83°17'34"E	4.39'
L21	N06°42'26"W	5.00'
L22	N83°17'34"E	15.00'
L23	S06°42'26"E	5.00'
L24	N83°17'34"E	3.48'



Bowman 3275 West Ina Rd, Suite 220, Tucson, AZ Phone: (520) 463-3200 www.bowmanconsulting.com	051135-TEP	T12S	R12E	SEC 18
	051135-TEP MARANA, ARIZONA			SHEET NO.
	JOB #: 051135	FILENAME: 051135 - SAGUARO BLOOM PARK TEP ESMTS		3 OF 3

TEP Easement Google Map Location in Saguaro Bloom 

