



**GOVERNING BOARD AGENDA ITEM  
AMPHITHEATER UNIFIED SCHOOL DISTRICT NO. 10**

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**DATE OF MEETING:** August 25, 2020

**TITLE:** Approval of Perpetual Easement to Tucson Electric Power Company for an Extension of Existing Electric Line on District-Owned Real Property

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**BACKGROUND:** The Town of Oro Valley has constructed a new restroom facility at the north end of the James D Krieh Park located near Canyon del Oro High School (CDO). The Oro Valley Parks Management Division has worked with Administration throughout this process to avoid interfering with District operations.

The construction of the restroom facility is nearly complete. The remaining work requires Tucson Electric Power Company (TEP) to run electricity to the restroom by extending its current electrical utility line from the end-point near the northeast corner of the CDO campus by the track/football field to the adjacent park. Because the proposed electrical utility line extends across District-owned property, TEP is requesting a perpetual right-of-way easement to run and maintain an electrical utility line for approximately 68 feet across the east side of the CDO property to the adjacent park. The proposed easement grants TEP an easement that is ten (10) feet in width for construction and maintenance purposes.

If approved by the Board, the proposed easement will restrict the District's immediate or future use of the property. The proposed easement does not interfere with the District's current use of the property. Administration is also not aware of any plans to use that area for any other purpose in the future. Whereas, the provision of this easement will likely assist the District to continue to foster its positive relationship with the Town of Oro Valley.

The proposed easement together with its supporting documents are attached to this item for review. The Governing Board has authority to grant this easement to TEP by virtue of the powers granted to it by the State of Arizona to manage land owned by Amphitheater Public Schools in accordance with ARS §§ 15-341 and 15-342.

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**RECOMMENDATION:**

The Administration recommends the easement described in the attachments to this item be approved and that General Counsel be authorized to execute those documents and any others reasonably required to give effect to the easement required.

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**INITIATED BY:**

Michelle H. Tong, J.D.,  
Associate to the Superintendent and General Counsel

Date: August 24, 2020

  
Todd A. Jaeger, J.D., Superintendent

# RIGHT OF WAY EASEMENT

## AMPHITHEATER PUBLIC SCHOOL DISTRICT NO. 10, OF PIMA COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF 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 \_\_\_\_\_, 2020.

**Amphitheater Public School District No. 10, of Pima County, a political subdivision of the State of Arizona,**

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
PRINTED NAME

\_\_\_\_\_  
TITLE

STATE OF                    )  
                                  ) ss  
COUNTY OF                )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2020, by \_\_\_\_\_ as \_\_\_\_\_ for Amphitheater Public School District No. 10, of Pima County, a political subdivision of the State of Arizona,

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\_\_\_\_\_  
Notary Public

April 8, 2020  
Psomas #7TOV180401

**EXHIBIT A  
LEGAL DESCRIPTION  
ELECTRIC EASEMENT**

A strip of land 10.00 feet wide lying within Lots 30 and 35 of Linda Vista Citrus Tracts No. 2 as recorded in Book 6 of Maps and Plats, Page 79, Records of Pima County, Arizona, located in the Northwest Quarter of Section 24, Township 12 South, Range 13 East, Gila and Salt River Meridian, Pima County, Arizona, lying 5.00 feet each side of the following described centerline:

**COMMENCING** at the Center Quarter Corner of said Section 24, monumented by a 2" Brass Cap stamped "LS 36914", from which a 2" Brass Cap stamped "LS 36914" at the North Quarter Corner of said Section 24 bears North 0°38'13" West (basis of bearing) a distance of 2646.56 feet;

**THENCE** upon the east line of the Northwest Quarter of said Section 24, North 0°38'13" West a distance of 1337.29 feet to the **POINT OF BEGINNING**;

**THENCE** South 77°37'07" West a distance of 46.79 feet;

**THENCE** South 19°24'39" West a distance of 22.39 feet to the **POINT OF TERMINUS**. The sidelines of this easement to be extended or subtended to begin upon the east line of the Northwest Quarter of said Section 24, meet at the angle points formed, and terminate perpendicular to said centerline. Containing an area of 692 square feet, more or less.

Prepared by:

Psomas,



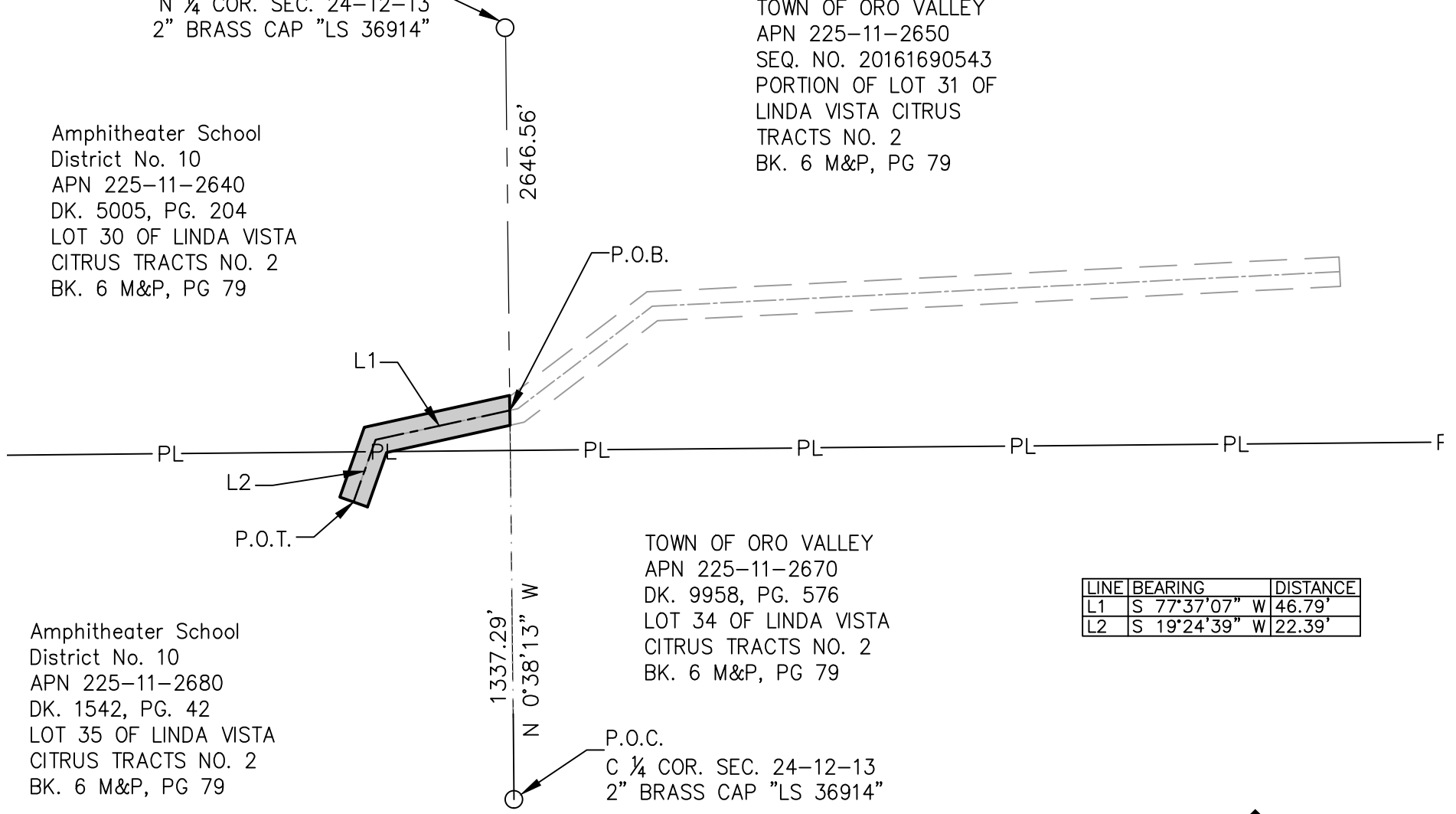
Richard Iman, AZ. R.L.S. 68764

T:\7TOV180401\SURVEY\LEGALS\Exhibit-School.dwg 8.5x11 Landscape Last Saved: 4/9/2020 By: Richard.jiman Plotted: 4/9/2020 11:26:53 AM

N ¼ COR. SEC. 24-12-13  
2" BRASS CAP "LS 36914"

TOWN OF ORO VALLEY  
APN 225-11-2650  
SEQ. NO. 20161690543  
PORTION OF LOT 31 OF  
LINDA VISTA CITRUS  
TRACTS NO. 2  
BK. 6 M&P, PG 79

Amphitheater School  
District No. 10  
APN 225-11-2640  
DK. 5005, PG. 204  
LOT 30 OF LINDA VISTA  
CITRUS TRACTS NO. 2  
BK. 6 M&P, PG 79



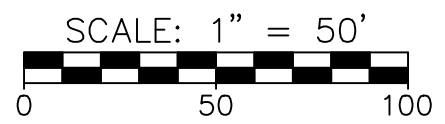
Amphitheater School  
District No. 10  
APN 225-11-2680  
DK. 1542, PG. 42  
LOT 35 OF LINDA VISTA  
CITRUS TRACTS NO. 2  
BK. 6 M&P, PG 79

TOWN OF ORO VALLEY  
APN 225-11-2670  
DK. 9958, PG. 576  
LOT 34 OF LINDA VISTA  
CITRUS TRACTS NO. 2  
BK. 6 M&P, PG 79

LINE	BEARING	DISTANCE
L1	S 77°37'07" W	46.79'
L2	S 19°24'39" W	22.39'

**DEPICTION OF EXHIBIT "A"**  
ELECTRIC EASEMENT

A PORTION OF LOT 30 AND LOT 35 OF LINDA VISTA CITRUS TRACTS  
NO. 2 AS RECORDED IN BOOK 6 OF MAPS AND PLATS, PAGE 79  
LOCATED IN THE N ½ OF SECTION 24,  
TOWNSHIP 12 SOUTH, RANGE 13 EAST  
GILA & SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA  
DATE: APRIL, 2020 • DRAWN BY: RJJ



**PSOMAS**

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