

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

DATE OF MEETING: August 24, 2010

TITLE: Approval of Easement to Tucson Electric Power Company on Grounds of Wetmore Education Center; Authorization of Administration to Execute Necessary Documentation

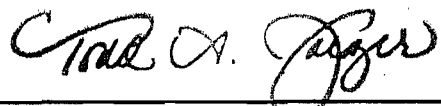
BACKGROUND: As part of the ongoing bond-funded improvements at Wetmore Education Center, Tucson Electric Power Company ("TEP") has requested the District grant it an Easement for the construction and maintenance of electrical transmission and distribution equipment and facilities.

As the easement on district-owned real estate will be permanent in nature, the Board's approval is required. Construction of the easement is not expected to disrupt the School's operation.

TEP will naturally assume liability for risks associated with the construction and indemnify the district from claims associated with that construction.

Mr. Aho has reviewed the proposed easement design and has approved it. A legal description and diagram is attached, together with the form of easement, which would be granted to TEP.

RECOMMENDATION: The administration recommends approval of this item. The administration also recommends the Board authorize Associate to the Superintendent and General Counsel Todd Jaeger to execute the necessary documentation to effect the easement.

INITIATOR:		Todd A. Jaeger Associate to the Supt.	8/19/10
	Signature	Name/Title	Date

**ASSOCIATE SUPERINTENDENT
SIGNATURE:**

SUPERINTENDENT SIGNATURE:



Tucson Electric Power Company

4350 E. Irvington Road, Tucson, AZ 85714
Post Office Box 711, Tucson, AZ 85702

Telephone: 520-917-8748
Fax: 520-545-1419

WR#218784

August 19, 2010

Mr. Todd Jaeger, J. D.
Amphitheater School District
SCHOOL DISTRICT NO. 10 (Amphitheater)
701 W. Wetmore Rd
Tucson, AZ 85705

Dear Mr. Jaeger:

**SUBJECT: Right-of-Way Easement
Amphi Unified Schools
701 W. Wetmore**

In preparation to provide electric service to 701 W. Wetmore, Tucson Electric Power Company (TEP) requires a right-of-way easement to install electrical facilities within a portion of this property. The legal description on the enclosed easement and sketch defines the area required.

Please have the easement signed by an authorized principal for SCHOOL DISTRICT NO. 10 (Amphitheater), in the presence of a notary public. Return the signed original to TEP for recordation in the enclosed envelope and retain the copy for your records.

If you have any questions or need further information, I can be reached at (520) 917-8748.

Sincerely,

Renee Marruffo
Right of Way Agent II
Land Management

rm
cc: Necas, TEP
Enclosures

RIGHT OF WAY EASEMENT

SCHOOL DISTRICT NO. 10 (AMPHITHEATER)

(hereinafter referred to as "Grantor"), hereby grants to **Tucson Electric Power Company**, an Arizona corporation, its successors and assigns (hereinafter referred to as "Grantee"), an 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, in, over, under, across and along that certain real property described as follows:

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

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 above-described easement which would impair the repair, maintenance or removal of any or all of the facilities. All systems, including electrical and communication installed by Grantee in and upon the above-described easement and right of way, 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 said systems, and shall have free access to said systems and every part thereof, at all times, for the purpose of exercising the rights herein granted.

Grantee shall have the right during construction of the initial facilities, to use for the purposes incidental to said construction, a strip of land 10 feet in width adjacent and contiguous to the herein-granted easement and right of way, said strip to be in whole or in part on each side of said easement and right of way, 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 boundary of the above-described easement and right of way 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 of the facilities, the cost shall be borne by Grantor or subsequent owners.

Grantor hereby agrees that these covenants are made for the above-described real property which is the subject of this easement and right of way. 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 said easement and right of way, subject to all matters apparent or of record.

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 _____, 2010.

SCHOOL DISTRICT NO. 10 (Amphitheater),

SIGNATURE

PRINTED NAME

TITLE

STATE OF)
) §
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 2010, by _____ as SCHOOL DISTRICT NO. 10 (Amphitheater).

Notary Public



July 29, 2010
EEC No. 209039
Sets 8 through 10

DESCRIPTION OF UTILITY EASEMENT

That portion of Lot 20, RILLITO PARK as recorded in Book 3 of Maps and Plats at Page 17, Pima County Recorder's Office, Pima County, Arizona, being a portion of the Southeast One-Quarter (SE ¼) of Section 23, Township 13 South, Range 13 East, Gila and Salt River Meridian, Pima County, Arizona, being a strip of land 10.00 feet wide lying 5.00 feet on each side of the following described centerline;

COMMENCING at a Brass Cap Survey Monument at the Center of said Section 23, from said point an ACP (1.67 feet East of) the East One-Quarter (E ¼) corner of said Section 23 bears S 89°37'00" E a distance of 2,632.87 feet;

THENCE S 89°37'00" E, along the North Line of said Southeast One-Quarter (SE ¼), a distance of 1,641.05 feet;

THENCE S 00°32'19" E 60.00 feet to the **POINT OF BEGINNING** on a line 60.00 feet Southerly of and parallel with the North Line of said Southeast One-Quarter (SE ¼);

THENCE continue S 00°32'19" E 262.33 feet to "Point 25";

THENCE continue S 00°32'19" E 75.46 feet;

THENCE N 90°00'00" W a distance of 254.95 feet to the **POINT OF TERMINATION**, said point being known as "Point 24".

The sidelines of said strip of land to be shortened or extended to meet at angle points and to terminate on the North on a line 60.00 feet Southerly of and parallel with the North Line of said Southeast One-Quarter (SE ¼);

TOGETHER WITH

That portion of said Southeast One-Quarter (SE ¼) of Section 23 being a strip of land 10.00 feet wide lying 5.00 feet on each side of the following described centerline:

BEGINNING at said "Point 25";

THENCE N 85°54'05" W 98.88 feet;

THENCE N 84°20'13" W 22.87 feet to the **POINT OF TERMINATION**.

The sidelines of said strip of land to be shortened or extended to meet at angle points;

TOGETHER WITH

That portion of said Southeast One-Quarter (SE ¼) of Section 23 described as follows:

BEGINNING at said "Point 24";

THENCE S 00°00'00" E 5.00 feet;

THENCE N 90°00'00" W 15.00 feet;

THENCE N 00'00" E 15.00 feet;

THENCE N 90°00'00" E 15.00 feet;

THENCE S 00°00'00" E 10.00 feet to the **POINT OF BEGINNING**.

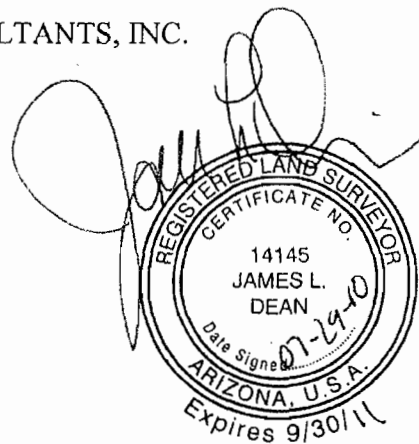
Prepared by:

ENGINEERING AND ENVIRONMENTAL CONSULTANTS, INC.

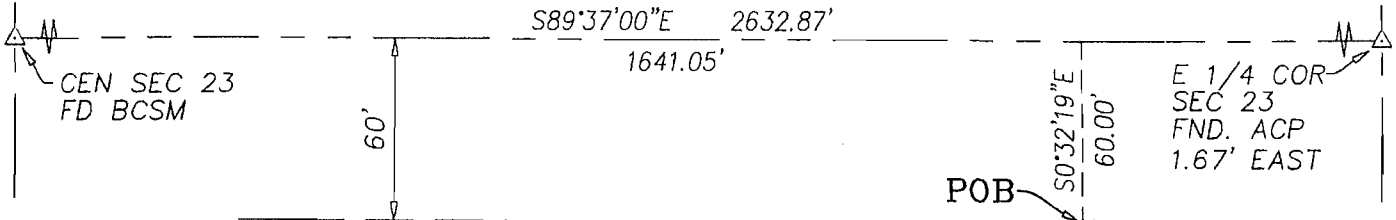
James L. Dean, R.L.S.

JLD:\bh

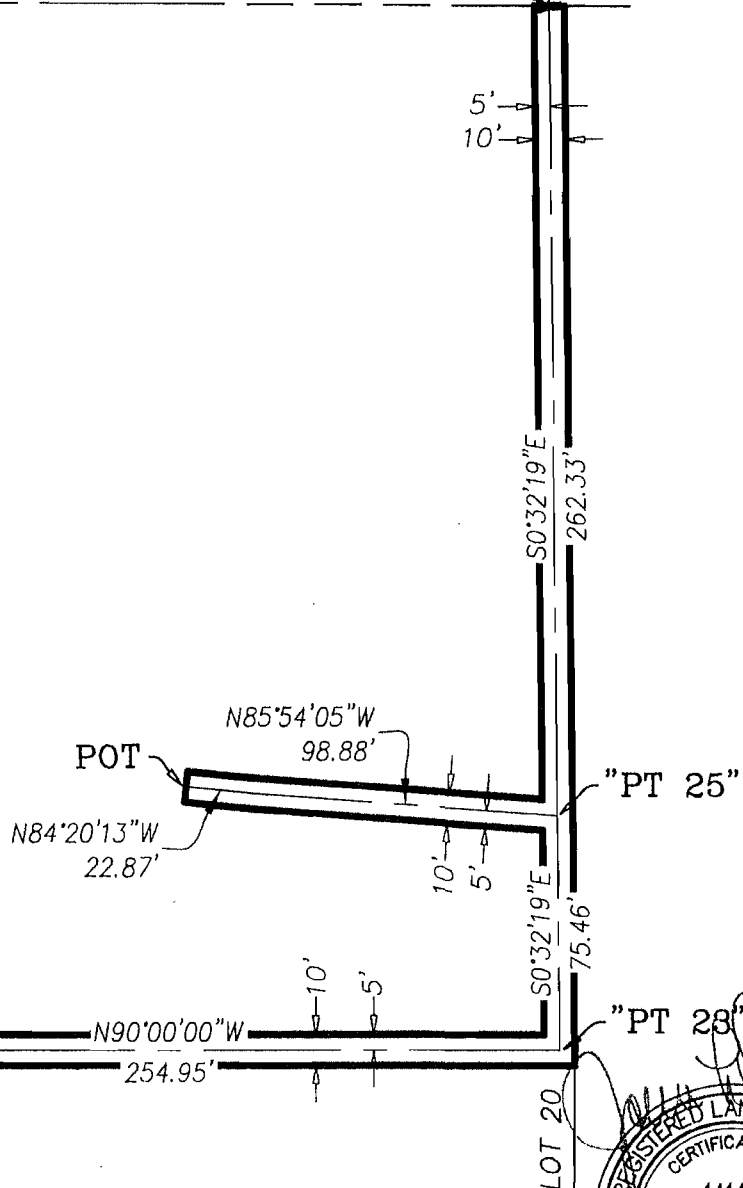
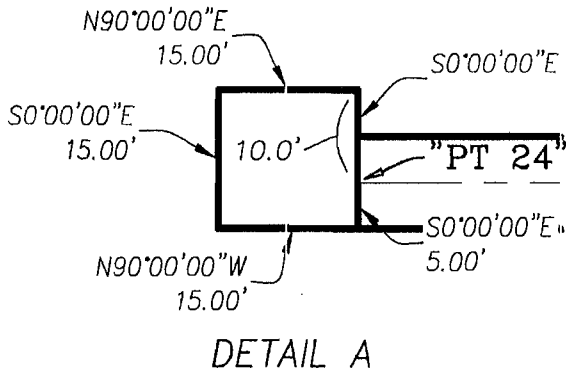
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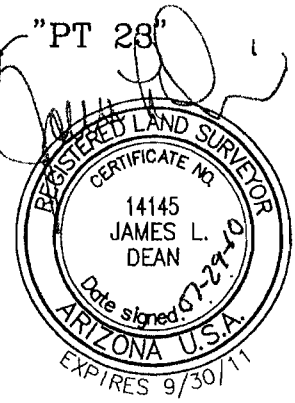
WETMORE ROAD



E 1/4 COR
SEC 23
FND. ACP
1.67' EAST



SEE DETAIL A



DEPICTION SHOWING
ELECTRIC EASEMENT
SEC. 23, T-13-S, R-13-E, G&SRM
PIMA COUNTY, ARIZONA

Engineering and Environmental Consultants, Inc.

4625 E. FT. LOWELL RD.
TUCSON, ARIZONA 85712 520 321 4625
SETS 8-10 07/29/10

209039
SHT 1 OF 1

