



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

DATE OF MEETING: June 12, 2018

TITLE: Approval of Easement to Tucson Electric Power Company for Electric Utility Easement at Ironwood Ridge High School

BACKGROUND:

Tucson Electric Power Company (TEP) requests a permanent, non-exclusive easement and right-of-way to “construct, use, maintain, operate, alter, add to, repair, replace, reconstruct, inspect and remove” electric lines and related facilities “in, over, under, across and along” the District’s IRHS property. The easement is necessary for TEP to install power lines essential for lighting the IRHS sand volleyball. The proposed easement does restrict the District’s ability to install other structures in the easement area that may interfere the power lines, but this restriction is minor in comparison to the benefit provided by having electricity for lighting in the area of sand volleyball courts.

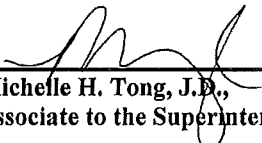
The easement also grants TEP the temporary use of a strip of land ten (10) feet in width adjacent to and contiguous with the easement during construction of the electrical lines. This temporary easement expires once the initial construction is completed.

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.

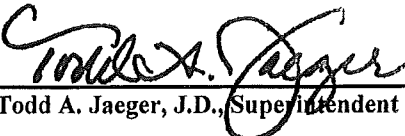
RECOMMENDATION:

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.

INITIATED BY:


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

Date: June 4, 2018


Todd A. Jaeger, J.D., Superintendent

RIGHT OF WAY EASEMENT

AMPHITHEATER SCHOOL DISTRICT NO. 10 OF PIMA COUNTY, ARIZONA, 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 _____, 2018.

Amphitheater School District No. 10 of Pima County, Arizona, a political subdivison of the State of Arizona

SIGNATURE

PRINTED NAME

TITLE

STATE OF)
) ss
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 2018, by _____ as _____ for Amphitheater School District No. 10 of Pima County, Arizona, a political subdivison of the State of Arizona.

Notary Public



10141 N. Rancho Sonora Drive, Oro Valley, AZ 85737-3679
Office (520) 219-4506 Fax (520) 219-4505

**ELECTRIC UTILITY EASEMENT
LEGAL DESCRIPTION**

That portion of the Northwest one quarter of Section 9, Township 12 North, Range 13 East, G&SRM, Pima County, Arizona, more particularly described as follows;

Commencing at the Northwest corner of said Section 9;

Thence North 89 degrees 50 minutes 49 seconds East, along the North line of said Northwest one quarter, a distance of 1446.48 feet;

- L1 Thence South 00 degrees 09 minutes 11 seconds East, a distance of 75.00 feet, to a point on the South Right Of Way line of Naranja Drive and the POINT OF BEGINNING;
- L5 Thence South, a distance of 62.45 feet, to a tangent curve, concave West;
- C1 Thence 8.50 feet along the arc of said curve, to the right, having a radius of 20.00 feet, through a central angle of 24 degrees 21 minutes 14 seconds;
- L6 Thence South 24 degrees 21 minutes 14 seconds West, a distance of 458.35 feet;
- L7 Thence South 33 degrees 48 minutes 37 seconds West, a distance of 207.33 feet;
- L8 Thence North 55 degrees 41 minutes 55 seconds West, a distance of 10.00 feet;
- L9 Thence 33 degrees 48 minutes 37 seconds East, a distance of 206.42 feet;
- L10 Thence North 24 degrees 21 minutes 14 seconds East, a distance of 457.52 feet, to a tangent curve, concave West;
- C2 Thence 4.25 feet along the arc of said curve, to the left, having a radius of 10.00 feet, through a central angle of 24 degrees 21 minutes 14 seconds;

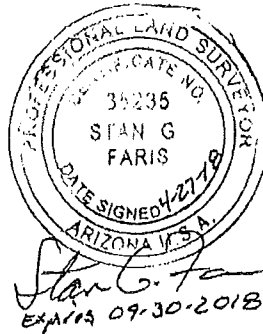
L11 Thence North, a distance of 62.42 feet;

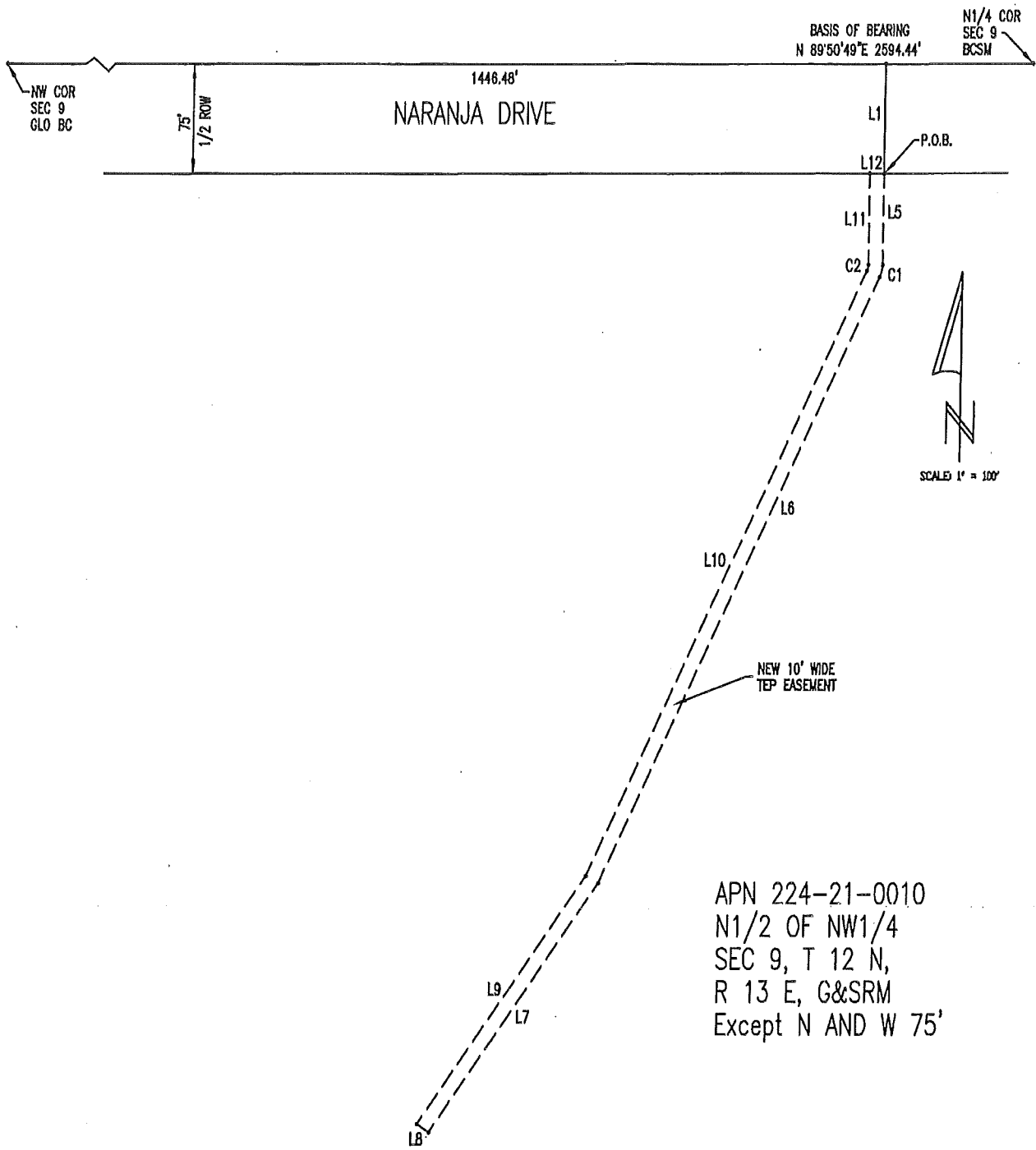
L12 Thence North 89 degrees 50 minutes 49 seconds East, a distance of 10.00 feet, to the POINT OF BEGINNING.

Containing 7336 sq. ft. or 0.168 acres, more or less.

Basis of Bearing for this easement is North 89 degrees 50 minutes 49 seconds East between the Northwest corner of said Section 9 and the North one quarter of said Section 9, a distance of 2594.44 feet.

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APN 224-21-0010
 N1/2 OF NW1/4
 SEC 9, T 12 N,
 R 13 E, G&SRM
 Except N AND W 75'

TEP EASEMENT



AMPHITHEATER
 SCHOOL DISTRICT
 IRONWOOD HIGH
 SCHOOL

JOB NO.	DATE	SHEET
18005-TEP2	4-27-2018	1 OF 1

NE1/4, SECTION 9
 T 12 S, R 13 E, G&SRM
 PIMA COUNTY, ARIZONA

10141 N RANCHO SONORA DR.
 DIRO VALLEY AZ. 85737
 (520) 219-4506



Expires 09-30-2018