



Telephone: 520-917-8744
Fax: 520-545-1567

WR#23054

September 4, 2014

Mr. Richard Murillo
District Planner
Tucson Unified School District

Dear Mr. Murillo:

**SUBJECT: Right-of-Way Easement
White Elementary School
2315 W. Canada St.**

In order to rectify our files for existing electrical facilities that were installed in June 1999 at the White Elementary School, 2315 W. Canada St., Tucson Electric Power Company (TEP) requires a right-of-way easement for our records. The legal description on the enclosed easement and sketch defines the area in which the facilities are located.

Please have the easement signed by a person authorized to sign for property transactions for Tucson Unified School District, in the presence of a notary public. Please return the signed original to TEP for recordation and retain the copy for your records.

If you have any questions or need further information, please feel free to contact me at (520) 917-8744.

Sincerely,

Mary Burke
Right of Way Agent I
Land Resources

mb
cc: Enclosures

RIGHT OF WAY EASEMENT

TUCSON UNIFIED SCHOOL DISTRICT NO. 1, 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"), 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 A PART 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 _____, 2014.

Tucson Unified School District No. 1, Pima County, Arizona

SIGNATURE

PRINTED NAME

TITLE

STATE OF ARIZONA)
) §
COUNTY OF PIMA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by _____ as _____ for the Tucson Unified School District No. 1 of Pima County, Arizona.

Notary Public

EXHIBIT 'A'

Strips of land 15.00 feet and 10.00 feet in width, lying within Block H of the Garden City Subdivision as recorded in Book 9 of Maps and Plats at Page 51 in the office of the Recorder, Pima County, Arizona, being part of Section 4, Township 15 South, Range 13 East, Gila and Salt River Meridian, Pima County, Arizona, the centerline of said 15.00 foot wide strip is described as follows:

COMMENCING at a 1 inch brass cap survey monument (BCSM) at the Northwest corner of Lot 14, from said point a ½ inch iron rebar bears South 89 degrees 18 minutes 52 seconds West, 664.25 feet (665.14 feet record per Bk 9, M&P Pg 51) along the North line of Block H and a 1 inch open pipe bears North 89 degrees 18 minutes 52 seconds East, 230.57 feet along the North line of Block H;

THENCE South 89 degrees 18 minutes 52 seconds West, 263.55 feet along said North line of Block H;

THENCE South 00 degrees 41 minutes 08 seconds East, 326.41 feet to the **POINT OF BEGINNING**;

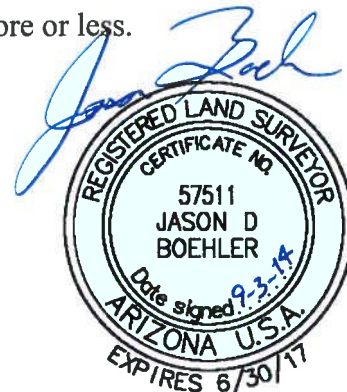
THENCE North 89 degrees 13 minutes 16 seconds East, 15.00 feet to the terminus of said centerline, and the beginning of said 10.00 foot wide strip, the centerline of which is described as follows:

THENCE North 89 degrees 13 minutes 16 seconds East, 336.92 feet;

THENCE North 59 degrees 02 minutes 55 seconds East, 52.90 feet to the Easterly line of Block H, the terminus of said centerline.

The sidelines of said strips to be lengthened or shortened to meet at angle points and to terminate on the Easterly line of Block H of the Garden City Subdivision.

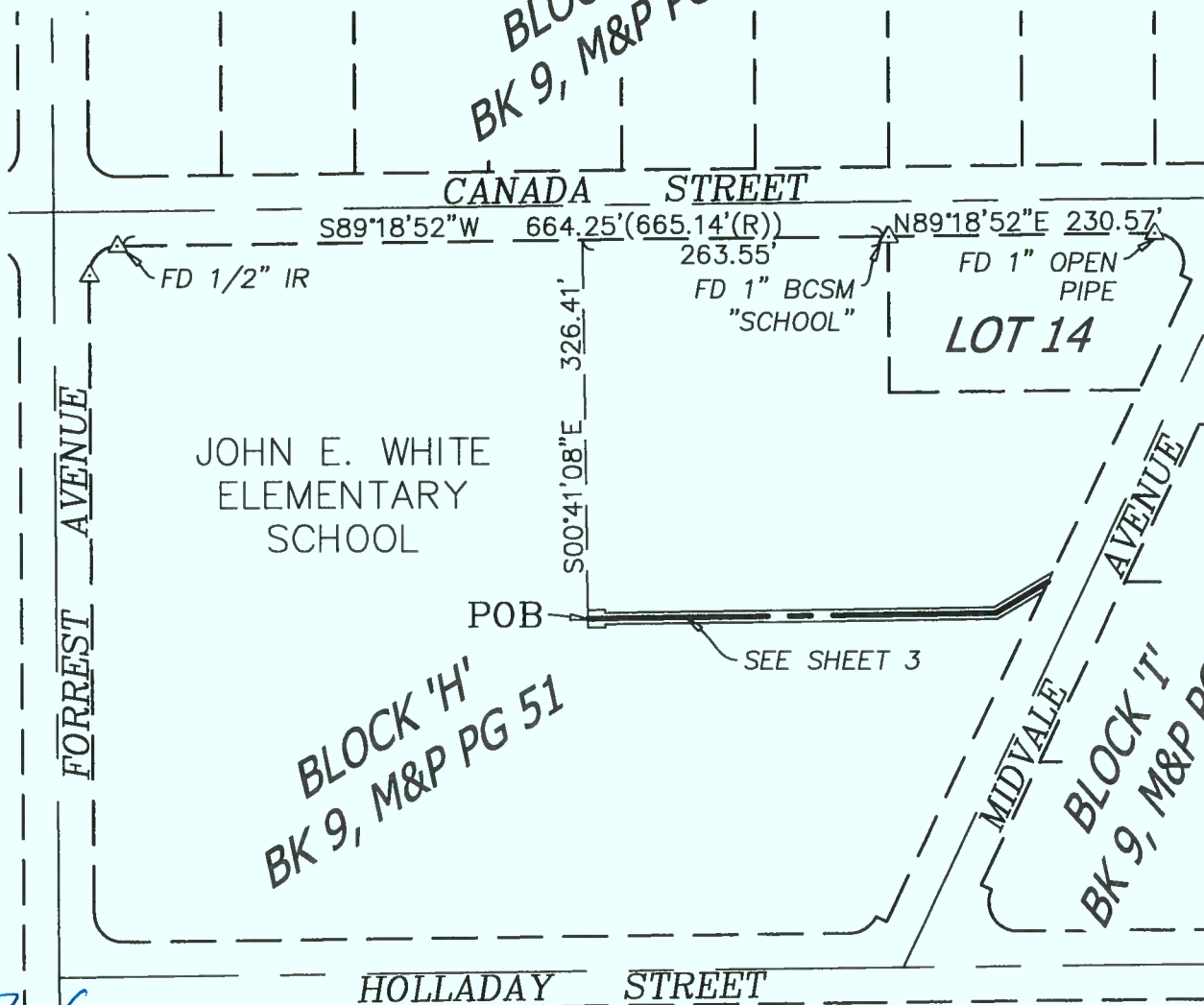
The above described strips of land contain 4,123 square feet, more or less.





1"=150'

BLOCK 'F'
BK 9, M&P PG 51



JOHN E. WHITE
ELEMENTARY
SCHOOL

LOT 14

POB

SEE SHEET 3

BLOCK 'H'
BK 9, M&P PG 51

BLOCK 'I'
BK 9, M&P PG 51

HOLLADAY STREET



P.C.N.	_____
V.D.N.	_____
SCALE	_____
DFT	_____ DATE _____
CKR	_____ DATE _____
EDD	_____ DATE _____
SUP	_____ DATE _____
ENG	_____ DATE _____



Tucson Electric Power Company
TUCSON, ARIZONA

TITLE:

EASEMENT

WITHIN
BLOCK 'H' OF BK 9 M&P PG 51
SEC. 4, T-15-S, R-13-E, G&SRM
PIMA COUNTY, ARIZONA

EXHIBIT 'A'

T 15 S R 13 E 4 Q se

STA. #	CODE	TYPE

SHEET 2 OF 3



1"=60'

CANADA STREET

S89°18'52"W

263.55'

FD 1" BCSM
"SCHOOL"

326.41'

S00°41'08"E

THE EASTERLY LINE OF BLOCK 'H'

N89°13'16"E
15.00'

N89°13'16"E 336.92'

N59°02'55"E
52.90'

10.00'

POB

⊕ EASEMENT

15.00'

AVENUE

MIDVALE

BLOCK 'H'
BK 9, M&P PG 51



P.C.N.	_____
W.D.N.	_____
SCALE	_____
DFT	_____ DATE _____
CKR	_____ DATE _____
EDD	_____ DATE _____
SUP	_____ DATE _____
ENG	_____ DATE _____

TEP Tucson Electric Power Company
TUCSON, ARIZONA

TITLE: **EASEMENT**
WITHIN
BLOCK 'H' OF BK 9 M&P PG 51
SEC. 4, T-15-S, R-13-E, G&SRM
PIMA COUNTY, ARIZONA

EXHIBIT 'A'		
T 15 S R 13 E 4 Q se		
STA. #	CODE	TYPE
SHEET 3 OF 3		