

## RIGHT OF WAY EASEMENT

### TUCSON SCHOOL DISTRICT NO. 1

(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, with 24-hour notice to the site administration, except in the case of emergencies, 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.

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

\_\_\_\_\_  
Bryant Nodine  
Director of Planning Services

STATE OF ARIZONA            )  
  ) §  
COUNTY OF PIMA            )

The foregoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 2018, by Bryant Nodine as the Director of Planning Services for the Tucson Unified School District No. 1 of Pima County, Arizona.

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

**EXHIBIT A**

**LEGAL DESCRIPTION:**

AN EASEMENT FOR ELECTRIC UTILITY PURPOSE LYING WITHIN A PORTION OF BLOCK 6 OF "TIERRA DEL SOL", ACCORDING TO BOOK 11 OF MAPS AND PLATS, PAGE 58 WHICH IS LOCATED IN A PORTION OF THE NORTHEAST QUARTER OF SECTION 19, TOWNSHIP 14 SOUTH, RANGE 15 EAST, OF THE GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

**COMMENCING** AT THE NORTHEAST CORNER OF SAID SECTION 19, MONUMENTED BY A BRASS CAP IN HANDHOLE, FROM WHICH THE NORTH QUARTER CORNER OF SAID SECTION, MONUMENTED BY A BRASS CAP IN HANDHOLE, BEARS SOUTH 89°30'47" WEST (BASIS OF BEARING), A DISTANCE OF 2652.11 FEET THEREFROM; THENCE SOUTH 89°30'47" WEST ALONG SAID SECTION LINE, SAID LINE ALSO BEING THE CENTERLINE OF 22<sup>ND</sup> STREET, A DISTANCE OF 1070.13 FEET; THENCE SOUTH 00°29'13" EAST, PERENDICULAR TO SAID CENTERLINE, A DISTANCE OF 75.00 FEET TO A POINT ON THE SOUTH RIGHT OF WAY LINE OF SAID 22<sup>ND</sup> STREET; THENCE CONTINUING SOUTH 00°29'13" EAST, A DISTANCE OF 672.05 FEET TO THE **POINT OF BEGINNING**; THENCE SOUTH 00°59'09" EAST, A DISTANCE OF 20.00 FEET; THENCE SOUTH 89°00'51" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 00°59'09" WEST, A DISTANCE OF 20.00 FEET; THENCE NORTH 89°00'51" EAST, A DISTANCE OF 20.00 FEET TO THE **POINT OF BEGINNING**.

SAID EASEMENT CONTAINING 400 SQUARE FEET OR 0.0092 ACRES MORE OR LESS.

PREPARED BY OR UNDER THE DIRECTION OF

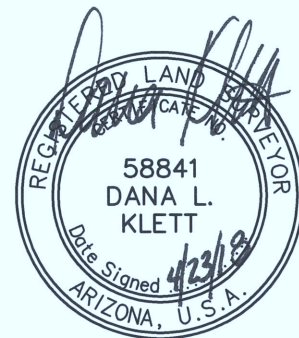
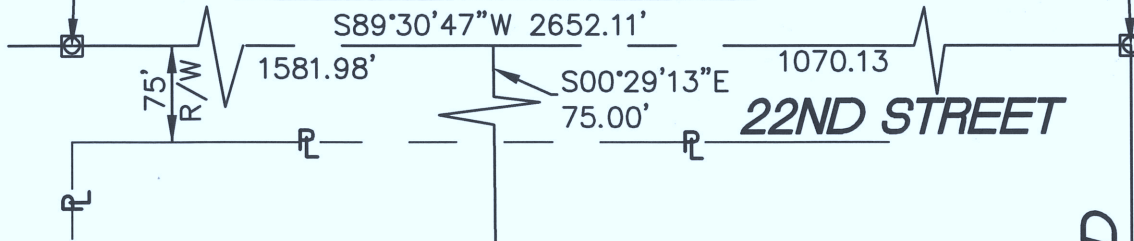
DANA KLETT R.L.S.  
ARIZ. REG. NO. 58841  
HESS-ROUNTREE INC.  
9831 S. 51ST ST., SUITE C110  
PHOENIX, AZ 85044  
DANAB@HESSROUNTREE.COM



FOUND BRASS CAP IN HANDHOLE. LOCATED AT THE NORTH QUARTER CORNER OF SECTION 19, TOWNSHIP 14 SOUTH, RANGE 15 EAST.

FOUND BRASS CAP IN HANDHOLE. LOCATED AT THE NORTHEAST CORNER OF SECTION 19, TOWNSHIP 14 SOUTH, RANGE 15 EAST. ~POINT OF COMMENCEMENT.

**BASIS OF BEARING**

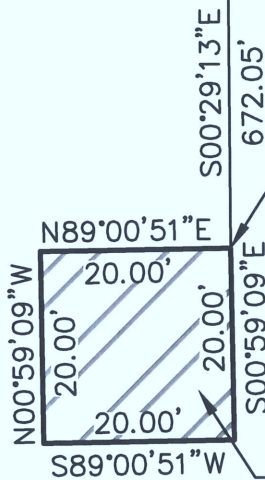


EXPIRES 12-31-20

**KOLB ROAD**



1" = 20'



POINT OF BEGINNING

PROPOSED 20'X20' ELECTRIC EASEMENT  
AREA=400 SQ. FT.  
=±0.0092 ACRES

PALO VERDE HIGH SCHOOL  
A.P.N. 135-02-1330  
DOCKET 916, PAGE 478  
P.C.R.

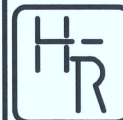
**LEGEND**

- R/W RIGHT OF WAY
- P.C.R. PIMA COUNTY RECORDER
- A.P.N. ASSESSOR PARCEL NUMBER
- BRASS CAP IN HANDHOLE

THIS IS AN EXHIBIT ONLY AND NOT A RECORD OF SURVEY

**EXHIBIT A**

TITLE:  
LEGAL DESCRIPTION EXHIBIT  
AN ELECTRIC EASEMENT LOCATED IN A PORTION OF BLOCK 6 OF "TERRA DEL SOL", ACCORDING TO BOOK 11 OF MAPS AND PLATS, PAGE 58, RECORDS OF PIMA COUNTY, ARIZONA.



**HESS - ROUNTREE, INC.**  
CONSULTING ENGINEERS & LAND SURVEYORS  
9831 SOUTH 51ST STREET, SUITE C110  
PHOENIX, ARIZONA 85044 (480)496-0244

|          |          |          |                  |
|----------|----------|----------|------------------|
| DES. DLK | DRN. DLK | CKD. DLK | JOB NO. 1707-02Y |
|----------|----------|----------|------------------|

170702YSK1.DWG

# Parcel Map Check Report

Date: 4/23/2018 1:39:42 PM

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Parcel Name: 20'X20' TEP EASEMENT  
Description: PALO VERDE HIGH SCHOOL

North: 439,761.8325'                      East: 1,031,648.2875'

Segment# 1: Line

Course: S0° 59' 09.10"E                      Length: 20.000'  
North: 439,741.8354'                      East: 1,031,648.6316'

Segment# 2: Line

Course: S89° 00' 50.90"W                      Length: 20.000'  
North: 439,741.4913'                      East: 1,031,628.6345'

Segment# 3: Line

Course: N0° 59' 09.10"W                      Length: 20.000'  
North: 439,761.4884'                      East: 1,031,628.2904'

Segment# 4: Line

Course: N89° 00' 50.90"E                      Length: 20.000'  
North: 439,761.8325'                      East: 1,031,648.2875'

Perimeter: 80.000'                      Area: 400.00Sq.Ft.  
Error Closure: 0.0000                      Course: N0° 00' 00.00"E  
Error North : 0.00000                      East: 0.00000

Precision 1: 80,000,000.000

