

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, 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, 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 _____, 2017.

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

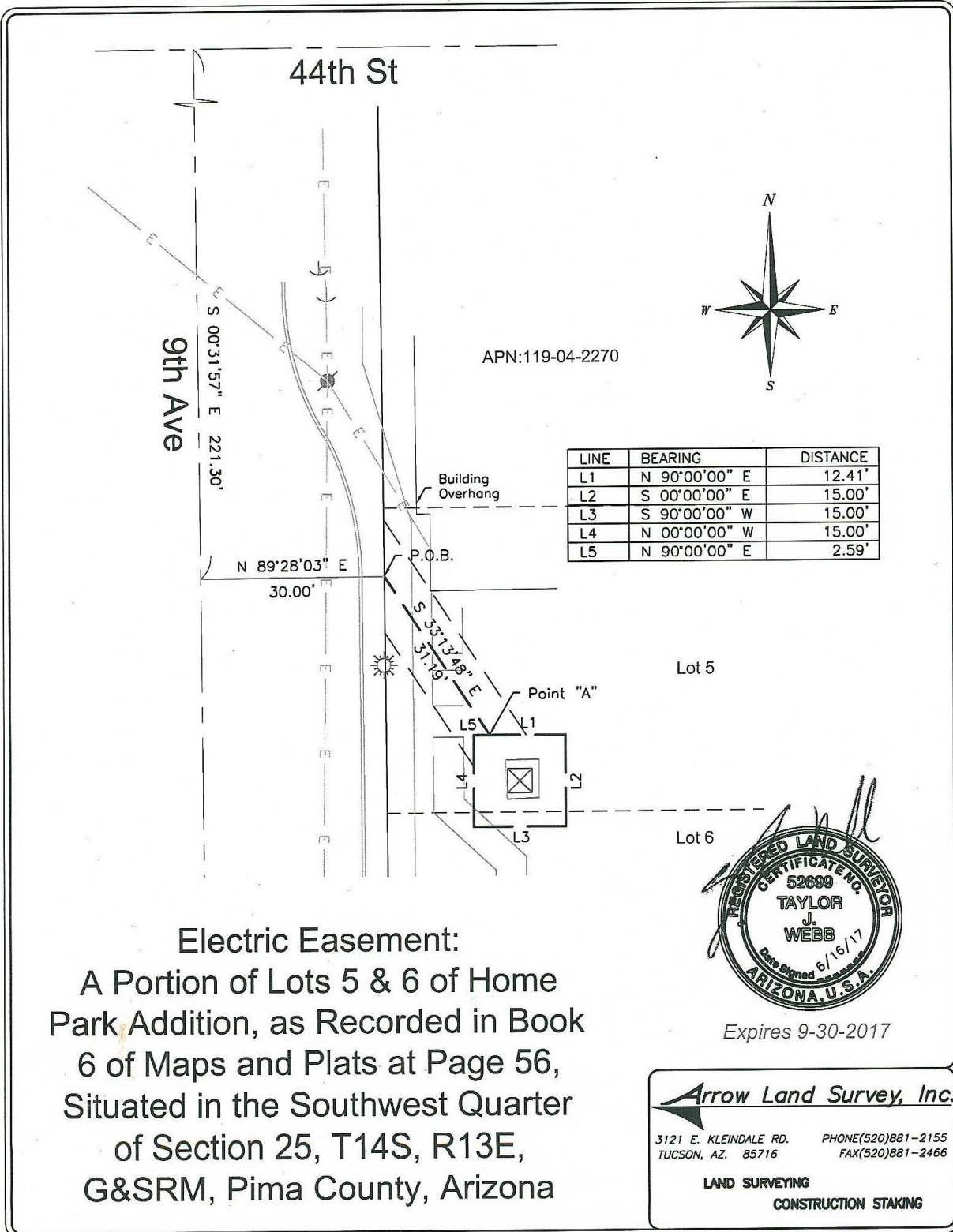
Bryant Nodine
Director of Planning Services

STATE OF ARIZONA)
) §
COUNTY OF PIMA)

The foregoing instrument was acknowledged before me this _____ day of _____, 2017, 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



Arrow Land Survey, Inc.

3121 E. Kleindale Road
Tucson, Arizona 85716

Phone (520) 881-2155

Fax: (520) 881-2466

LEGAL DESCRIPTION

JOB NO. 17178

June 16, 2017

Electric Easement

A 10.00 foot wide electric easement over, under, across, and through a portion of Lot 5 of Home Park Addition, as recorded in Book 6 of Maps and Plats at Page 56, situated in the southwest quarter of Section 25, Township 14 South, Range 13 East, Gila and Salt River Meridian, Pima County, Arizona, lying 5.00 feet on both side of the following described centerline:

COMMENCING at the intersection of 44th Street and 9th Avenue, monumented by a brass capped survey monument stamped R.L.S. 23956;

Thence South 00°31'57" East, upon the centerline of 9th Avenue, a distance of 221.30 feet;

Thence North 89°28'03" East, a distance of 30.00 feet, to the east right of way of 9th Avenue, also being **THE POINT OF BEGINNING**;

Thence South 33°13'48" East, a distance of 31.19 feet, to **Point "A"**, also being **THE POINT OF TERMINUS**.

Sidelines to lengthened or shortened to create intersections.

TOGETHER with:

A 15.00 foot by 15.00 foot transformer easement over, under, across, and through a portion of Lots 5 and 6 of Home Park Addition, as recorded in Book 6 of Maps and Plats at Page 56, situated in the southwest quarter of Section 25, Township 14 South, Range 13 East, Gila and Salt River Meridian, Pima County, Arizona, more particularly described as follows:

BEGINNING at aforementioned **Point "A"**;

Thence North 90°00'00" East, a distance of 12.41 feet;

Thence South 00°00'00" East, a distance of 15.00 feet;

Thence South 90°00'00" West, a distance of 15.00 feet;

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