

F. ANN RODRIGUEZ, RECORDER  
RECORDED BY: MDR  
DEPUTY RECORDER  
0324 PE-4



DOCKET: 13499  
PAGE: 630  
NO. OF PAGES: 4  
SEQUENCE: 20090340170  
02/20/2009  
EASMT 11:40  
PICKUP  
AMOUNT PAID \$ 9.00

OTEP  
TUCSON ELECTRIC POWER  
P O BOX 711  
220 W 6TH  
TUCSON AZ 85702  
ATTN: MIKE FLORES

## RIGHT OF WAY EASEMENT

PIMA COUNTY, a Body Politic

(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.

2008-1-274  
W.R.#204623  
MWH Constructors  
4957 W. Ina Rd

Easement Page 1 of 2

EASE-09-02  
1/13/12  
Ina Rd WW Treatment Facility  
214-01-012A

1-13-2012

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 12<sup>th</sup> day of FEBRUARY, 2009.

PIMA COUNTY, a Body Politic

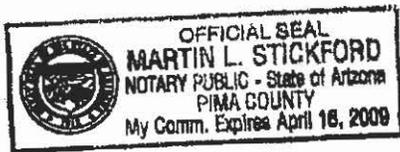
*Christina Riggs*  
SIGNATURE

Christina Riggs  
PRINTED NAME

Manager, Real Property Services  
TITLE

STATE OF )  
COUNTY OF PIMA ) ss.

This instrument was acknowledged before me, the undersigned notary public, by CHRISTINA  
RIGGS this 12<sup>th</sup> day of FEBRUARY, 2009,  
as MANAGER OF REAL PROPERTY SERVICES for PIMA COUNTY, a Body Politic.



*[Signature]*  
Notary Public

1303030000001

**EXHIBIT "A"**  
**LEGAL DESCRIPTION**

A 10-foot wide Strip Electrical Easement and a 15 foot by 15 foot Transformer Easement, lying in the Northwest one quarter of Section 1, Township 13 South, Range 12 East, G&SRM, Pima County, Arizona, more particularly described as follows:

COMMENCING at the Northeast Corner of said Section 1, a Brass Cap Flush;

THENCE South 89 degrees 24 minutes 31 seconds West along the North line of said section 1, a distance of 2634.77 feet, to the North one-quarter corner of said section 1, a Brass Cap Flush;

THENCE South 00 degrees 20 minutes 09 seconds West, a distance of 609.94 feet, to the POINT OF BEGINNING;

THENCE South 21 degrees 57 minutes 22 seconds West, a distance of 12.55 feet;

THENCE South 41 degrees 51 minutes 11 seconds West, a distance of 12.95 feet;

THENCE South 53 degrees 17 minutes 09 seconds East, a distance of 1.81 feet;

THENCE South 36 degrees 42 minutes 51 seconds West, a distance of 15.00 feet;

THENCE North 53 degrees 17 minutes 09 seconds West, a distance of 15.00 feet;

THENCE North 36 degrees 42 minutes 51 seconds East, a distance of 15.00 feet;

THENCE South 53 degrees 17 minutes 09 seconds East, a distance of 3.15 feet;

THENCE North 41 degrees 51 minutes 11 seconds East, a distance of 12.09 feet;

THENCE North 21 degrees 57 minutes 22 seconds East, a distance of 10.79 feet;

THENCE South 68 degrees 02 minutes 38 seconds East, a distance of 10.00 feet, to the POINT OF BEGINNING.

Containing 467 sq. ft. or 0.01 acres more or less.



Paris 09-30-09

10000 00000



F. ANN RODRIGUEZ, RECORDER  
RECORDED BY: DS  
DEPUTY RECORDER  
4406 PE5-4352

OTEPC  
TUCSON ELECTRIC POWER  
PICK UP



DOCKET: 13536  
PAGE: 3755  
NO. OF PAGES: 4  
SEQUENCE: 20090710955  
04/14/2009  
EASMNT 18:00  
PICKUP  
AMOUNT PAID \$ 9.00

## RIGHT OF WAY EASEMENT

PIMA COUNTY, 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"), 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.

208-1-249  
W.R.#204775  
Pima Animal Care Center  
4000 N. Silverbell Rd

EASE-09-03  
20/13/13  
P.C. Animal Control  
103-04-001Q

Easement Page 1 of 2

1-10-2009 00:15:00

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 31<sup>st</sup> day of MARCH, 2009.

PIMA COUNTY, a political subdivision of the State of Arizona

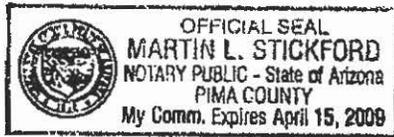
*Christina Biggs*  
SIGNATURE

CHRISTINA BIGGS  
PRINTED NAME

MANAGER, REAL PROPERTY SERVICES  
TITLE

STATE OF ARIZONA            )  
  ) ss.  
COUNTY OF PIMA            )

This instrument was acknowledged before me, the undersigned notary public, by CHRISTINA BIGGS this 31<sup>st</sup> day of MARCH, 2009, as MANAGER, REAL PROPERTY SERVICES for PIMA COUNTY, a political subdivision of the State of Arizona.



*[Signature]*  
Notary Public

208-1-249  
W.R.#204775  
Pima Animal Care Center  
4000 N. Silverbell Rd

41010000 0001-1000

**Exhibit "A"**

**NEW GENERATION SURVEYS, Inc.**

9242 N Brave Dr. Tucson, Az. 85743  
(520) 975-9102 (520) 572-7230 fax  
E-mail: newgenerationsurveys@yahoo.com

**ELECTRIC EASEMENT**

An electric easement over a portion of that parcel of land described in Docket 13178, Page 512, as recorded in the Pima County Recorder's Office and also over a portion of Section 20, Township 13 South, Range 13 East, Gila and Salt River Meridian, Pima County, Arizona, more particularly described as follows:

Commencing at the southeast corner of said Docket 13178, Page 512, being a 1/2" rebar tagged RLS 40279, from which, for bearing, a 1/2" rebar bears North 89°40'00" West along the south line of said Docket 13137, Page 512, a distance of 539.71 feet;

Thence North 89°40'00" West along the south line of said Docket 13137, Page 512, a distance of 241.41 feet, to the **POINT OF BEGINNING**;

Thence North 25°28'59" West, a distance of 100.78 feet;

Thence North 19°24'50" West, a distance of 97.77 feet;

Thence North 15°40'00" West, a distance of 37.34 feet;

Thence North 35°56'25" East, a distance of 1.12 feet;

Thence North 54°03'35" West, a distance of 15.00 feet;

Thence South 35°56'25" West, a distance of 15.00 feet;

Thence South 54°03'35" East, a distance of 15.00 feet;

Thence North 35°56'25" East, a distance of 1.12 feet;

Thence South 15°40'00" East, a distance of 29.75 feet;

Thence South 19°24'50" East, a distance of 98.63 feet;

Thence South 25°28'59" East, a distance of 96.47 feet, to a point on the south line of said Docket 13178, Page 512;

Thence South 89°40'00" East, along the south line of said Docket 13178, Page 512, a distance of 11.71 feet, to the **POINT OF BEGINNING**.



*Daniel H. Leslie*  
EX 3 31-09

11/10/09 09:11:07

Exhibit "A"  
(Depicted)



SCALE: 1" = 40'

N00°42'45"E 195.52

DOCKET 13178/512

S35°56'25"W 15.00  
 N54°03'35"W 15.00  
 N35°56'25"E 1.12  
 S54°03'35"E 15.00  
 N15°40'00"W 37.34  
 N35°56'25"E 1.12  
 S15°40'00"E 29.75

S19°24'50"E 98.63  
 N19°24'50"W 97.11  
 S25°28'59"E 96.47  
 N25°28'59"W 100.78

SOUTH 1/4 COR. OF  
 SEC. 20 BEARS  
 S88°48'41"W 1129.45

POINT OF COMMENCEMENT

S89°40'00"E 287.19

N89°40'00"W 241.41

SILVERBELL ROAD

1/2" REBAR  
 RLS 40279

S89°40'00"E 539.71  
 PER RECORD OF  
 SURVEY BK. 59, PG. 20

1/2" REBAR  
 RLS 40279

S89°40'00"E  
 11.11

POINT OF BEGINNING

SKETCH OF ELECTRIC EASEMENT  
 OVER A PORTION OF SECTIONS  
 20 AND 29, T. 13 S., R. 13 E.  
 G. & S. R. M., PIMA COUNTY ARIZONA



EXP 3-31-09

NEW GENERATION SURVEYS, INC.  
 9242 N. BRAVE DR., TUCSON, AZ 85743  
 (520) 975-9102 (520) 572-7230 fax  
 DATE: 1-12-09 JOB# 08-10-03 SHEET 1 OF 1

1-12-09 08-10-03

F. ANN RODRIGUEZ, RECORDER  
RECORDED BY: MRB  
DEPUTY RECORDER  
1562 PE-1

W  
FREEPORT MCMORAN SIERRITA  
PICK UP



DOCKET: 13557  
PAGE: 747  
NO. OF PAGES: 6  
SEQUENCE: 20090920313  
05/13/2009  
EASMNT 13:00  
PICKUP  
AMOUNT PAID \$ 10.00

Phoenix AZ 85004  
Attention: Daniel Dempsey

### SUPPLEMENTAL EASEMENT AGREEMENT

**THIS SUPPLEMENTAL EASEMENT AGREEMENT** ("Agreement") is made this 7<sup>th</sup> day of May, 2009 by and between Freeport-McMoRan Sierrita Inc., a Delaware corporation, f/k/a Cyprus Sierrita Corporation ("Grantee"), and Pima County, a political subdivision of the State of Arizona ("Grantor").

### RECITALS

#### WHEREAS:

- A. Grantee maintains both a potable water pipeline and electrical lines (the "Facilities") upon, over, across and under certain lands (the "Property") described in Schedule "A" hereto and incorporated herein by reference. Grantor wishes to pave, landscape, construct curbs and otherwise improve the Property as a parking lot (the "Improvements"). The parking lot will benefit an adjacent charitable organization and planned adjacent county office buildings.
- B. Grantee holds certain easement rights in the Property under that certain Deed and Easement (the "1986 Easement") dated March 31, 1986, between Grantee and Richland Development Corporation, a Delaware corporation ("Richland"), recorded beginning at Book 7753, Page 864 in the Official Records of Pima County, Arizona.
- C. Grantor is successor in interest to Richland with respect to the Property and the 1986 Easement.
- D. Grantee recognizes the benefit that the charitable organization and planned county office buildings will provide the community in which it and its employees live and work, and wishes to facilitate the Improvements, while receiving assurance that the Improvements will not waive or unduly compromise its rights under the 1986 Easement or other easements it holds in Pima County.

### AGREEMENT

Subject to the terms and conditions set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged,

EASE-09-08

10/18/13

Future Development

304-76-020D + 020B

the parties hereto state, confirm and agree as follows:

1. Grantee's Consent to the Improvements

In view of the value that the Improvements will provide to the community, Grantee hereby consents to Grantor's construction of the Improvements, provided the Improvements do not interfere with Grantee's free and unimpaired access to its adjacent fee lands, or interfere with Grantee's regular and other inspections of the pipeline.

Grantee and Grantor acknowledge that it provides this consent due to special circumstances, and this consent should not be construed to create any waiver of any of its rights under the 1986 Easement, or any other easement Grantee holds related to its mining operations in Pima County.

2. Supplemental Easement.

Grantor acknowledges that, from time to time, Grantee may need to excavate all or part of the Property for repair, replacement and maintenance of the Facilities. Therefore, for health and safety reasons at those times, Grantor and its tenants may lose access to parts of the Property and Grantor may need to provide supplemental accommodations for parking and access lost during these times. Grantor hereby grants to Grantee a right and easement to limit access to and demolish the Improvements, so long as Grantee's exercise of this right is of reasonable extent and duration for the repair, replacement and maintenance of the Facilities.

If Grantee has a reasonable need to excavate all or part of the Property for repair, replacement and maintenance of the Facilities, and so excavates the Property causing damage to the Improvements, Grantee and Grantor will share equally in the cost of repairing or replacing the damaged Improvements.

3. Governing Law.

This Agreement shall be governed by the laws of the State of Arizona. Any action, claim, dispute or litigation arising under this Agreement shall be brought and maintained in the courts sitting in Pima County, Arizona.

4. Notices.

Any notice, demand, request, consent, approval or other communication which any party is required to or desires to give or make to the other party shall be in writing and shall be given by delivery in person, by telecopy (with reasonable evidence of successful transmission) or by postage prepaid, registered or certified mail, return receipt requested, addressed as follows:

10/10/07  
00748





## Schedule "A"

-That portion of LAS CAMPANAS is recorded in Book 47 of Maps and Plats at Page 17, Pima County Recorder's Office, Pima County, Arizona, described as follows:

COMMENCING at the Northwest corner of BLOCK "N", of said LAS CAMPANAS;

THENCE N 89° 57' 20" E, along the North line of said BLOCK "N", a distance of 490.25 feet to a point of curvature of a tangent curve concave to the South;

THENCE Easterly along said North line, along the arc of said curve, to the right, having a radius of 420.00 feet and a central angle of 12° 21' 53" for an arc distance of 90.64 feet to the POINT OF BEGINNING;

THENCE Southeasterly along the arc of said curve, to the right, having a radius of 420.00 feet and a central angle of 27° 25' 14" for an arc distance of 201.00 feet to a point of tangency;

THENCE S 50° 15' 33" E, along said North line, 57.41 feet to a Northerly line of said BLOCK "N";

THENCE N 89° 48' 21" W, along said Northerly line, 176.48 feet to the East line of said BLOCK "N";

THENCE S 00° 59' 25" E, along said East line, 859.79 feet to the South line of said BLOCK "N";

THENCE S 88° 59' 44" W, along said South line, 164.41 feet;

THENCE N 00° 59' 25" W, 872.25 feet;

THENCE N 89° 57' 20" E, 118.13 feet;

THENCE N 00° 02' 40" W, 113.80 feet to the POINT OF BEGINNING

Containing 3.66 acres, more or less.

Prepared by:

THE WLB GROUP, INC.

*Douglas E. Schneider*

Douglas E. Schneider, RLS

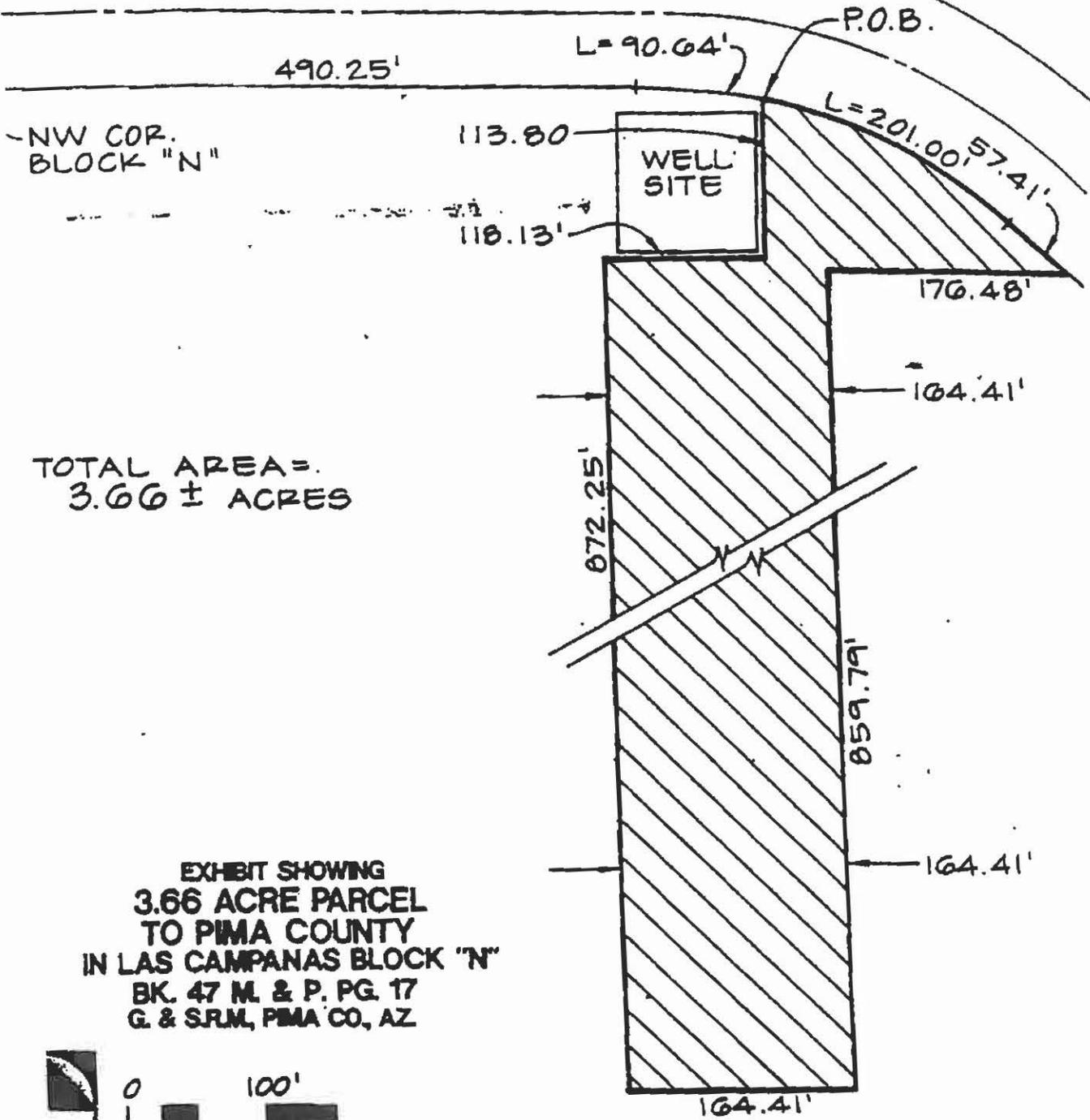
DES:db



1-07-100 JUNIOR

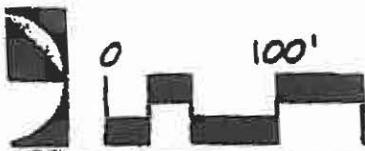
Schedule "A"  
(Depicted)

DESERT BELL DRIVE



TOTAL AREA =  
3.66 ± ACRES

EXHIBIT SHOWING  
3.66 ACRE PARCEL  
TO PIMA COUNTY  
IN LAS CAMPANAS BLOCK "N"  
BK. 47 M. & P. PG. 17  
G. & S.R.M., PIMA CO., AZ



**WLB**  
SURVEYING & ENGINEERING

1000 N. 17th Ave., Suite 100  
Tucson, Arizona 85711  
Phone: (520) 881-7400

PROPERTY LOCATION

F. ANN RODRIGUEZ, RECORDER  
RECORDED BY: MRB  
DEPUTY RECORDER  
1562 PE-1

OTEPC  
TUCSON ELECTRIC POWER  
PICK UP



DOCKET: 13891  
PAGE: 1935  
NO. OF PAGES: 7  
SEQUENCE: 20101750570  
09/10/2010  
EASMT 18:00  
PICKUP  
AMOUNT PAID \$ 11.00

## RIGHT OF WAY EASEMENT

PIMA COUNTY, 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"), 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.

2009-1-086  
W.R.#210686  
Forgeus Avenue & Milber Street

EASE-10-04  
32/14/14  
Kino Hospital  
132-19-1420

Easement Page 1 of 2

100001-010000

7

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 25<sup>th</sup> day of AUGUST, 2010.

PIMA COUNTY, a political subdivision of the State of Arizona

Christina Biggs  
BY: CHRISTINA BIGGS

Manager, Real Property Services  
TITLE

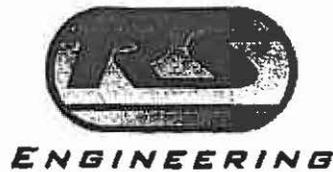
STATE OF ARIZONA )  
                                  ) §  
COUNTY OF PIMA    )

This instrument was acknowledged before me, the undersigned notary public, this 25<sup>th</sup> day of AUGUST, 2010, by Christina Biggs as Manager of Real Property Services for Pima County, a political subdivision of the State of Arizona.



[Signature]  
Notary Public

1000001-010000



**Legal Description**

**Tucson Electric Power Company Easement for Kino Hospital New Psychiatric Hospital and Crisis Response Center**

A portion of Township 14S, Range 14E, Section 32 as recorded in Docket 4958, Page 416 and Docket 4667, Page 590 of Maps and Plats, Pima County, Arizona Recorder's Office.

Commencing at the Northeast Corner of Township 14S, Range 14E, Section 32, marked by a Brass Cap Survey Monument;

Thence South 89°06'44" West, along the North line of said Section 32, a distance of 1703.64 feet;

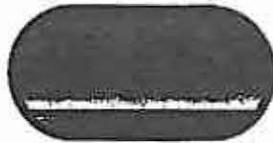
Thence departing said Section line, South 00°39'37" West, a distance of 761.37 feet to the Point of Beginning;

- Thence, North 89°09'47" East, a distance of 5.00 feet;
- Thence South 00°39'37" West, a distance of 60.98 feet;
- Thence South 89°20'23" East, a distance of 2.50 feet;
- Thence, South 00°39'37" West, a distance of 25.02 feet;
- Thence North 89°20'23" West a distance of 2.50 feet,
- Thence South 00°39'37" West, a distance of 210.60 feet;
- Thence South 89°20'23" East a distance of 7.50 feet;
- Thence South 00°39'37" West a distance of 15.00 feet;
- Thence North 89°20'23" West, a distance of 7.50 feet;
- Thence South 00°39'37" West a distance of 57.47 feet;
- Thence North 89°27'45" East a distance of 321.02 feet;
- Thence South 89°46'14" East, a distance of 506.12 feet;
- Thence North 00°13'46" East a distance of 285.55 feet;
- Thence North 89°46'14" West, a distance of 65.77 feet;
- Thence North 44°46'14" West, a distance of 25.50 feet;
- Thence North 89°46'14" West a distance of 25.17 feet;
- Thence North 00°50'13" West a distance of 15.00 feet;
- Thence South 89°46'14" East, a distance of 30.00 feet;
- Thence South 00°50'13" East a distance of 5.52 feet;
- Thence South 44°46'14" East, a distance of 24.77 feet;
- Thence South 89°46'14" East a distance of 71.63 feet;
- Thence South 00°13'46" West a distance of 305.55 feet;
- Thence North 89°46'14" West, a distance of 390.46 feet;
- Thence South 00°13'46" West a distance of 41.81 feet;
- Thence North 89°13'43" East a distance of 2.50 feet;
- Thence South 00°13'46" West a distance of 18.42 feet;
- Thence North 89°46'14" West a distance of 81.05 feet;

**RS Engineering, Inc.**

595 S. Meyer Ave. • Tucson, AZ 85701 • Tel: (520) 791-3933 • Fax: (520) 791-9405 • www.rsengineering.com

1000001-0100001



## **ENGINEERING**

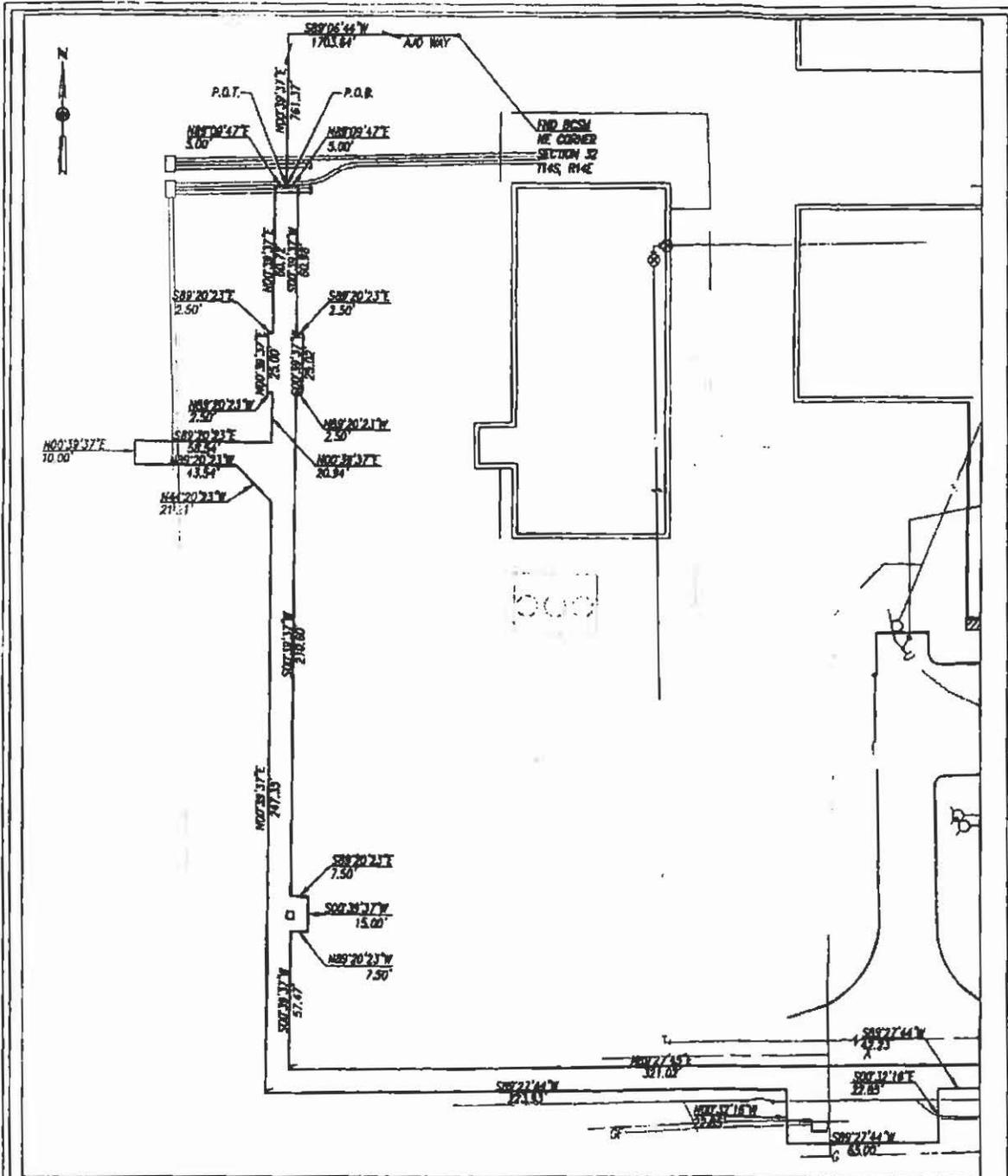
Thence North 00°13'46" East a distance of 10.00 feet;  
Thence South 89°46'14" East a distance of 53.27 feet;  
Thence North 00°13'46" East a distance of 50.19 feet;  
Thence North 89°46'14" West, a distance of 100.31 feet;  
Thence South 89°27'44" West a distance of 42.23 feet;  
Thence South 00°32'16" East a distance of 22.85 feet;  
Thence South 89°27'44" West a distance of 65.00 feet;  
Thence North 00°32'16" West a distance of 22.85 feet;  
Thence South 89°27'44" West a distance of 223.93 feet;  
Thence North 00°39'37" East a distance of 247.35 feet;  
Thence North 44°20'23" West, a distance of 21.21 feet;  
Thence North 89°20'23" West, a distance of 43.54 feet;  
Thence North 00°39'37" East a distance of 10.00 feet;  
Thence South 89°20'23" East, a distance of 58.54 feet;  
Thence North 00°39'37" East, a distance of 20.94 feet;  
Thence North 89°20'23" West a distance of 2.50 feet;  
Thence North 00°39'37" East, a distance of 25.00 feet;  
Thence South 89°20'23" East, a distance of 2.50 feet;  
Thence North 00°39'37" East a distance of 60.72 feet;  
Thence, North 89°09'47" East, a distance of 5.00 feet to the **Point of Termination**.

Total area=19,468.27 square feet

11000001-01000000

### **R S Engineering, Inc.**

595 S. Meyer Ave. • Tucson, AZ 85701 • Tel: (520) 791-3933 • Fax: (520) 791-9405 • [www.rsengineering.com](http://www.rsengineering.com)



595 B. MEYER AVE., TUCSON, AZ 85701  
 (520) 791-3933 • Fax: (520) 791-9405  
 WWW.RSENGINEERING.COM

ENGINEERING

Use or alteration of the information in this instrument for other than the specific purposes for which it was intended and for other than the client for whom it was prepared is forbidden unless expressly permitted in writing in advance by R. S. ENGINEERING INCORPORATED, and R. S. ENGINEERING INCORPORATED shall have no liability in any use of this information without their written consent. © R. S. ENGINEERING

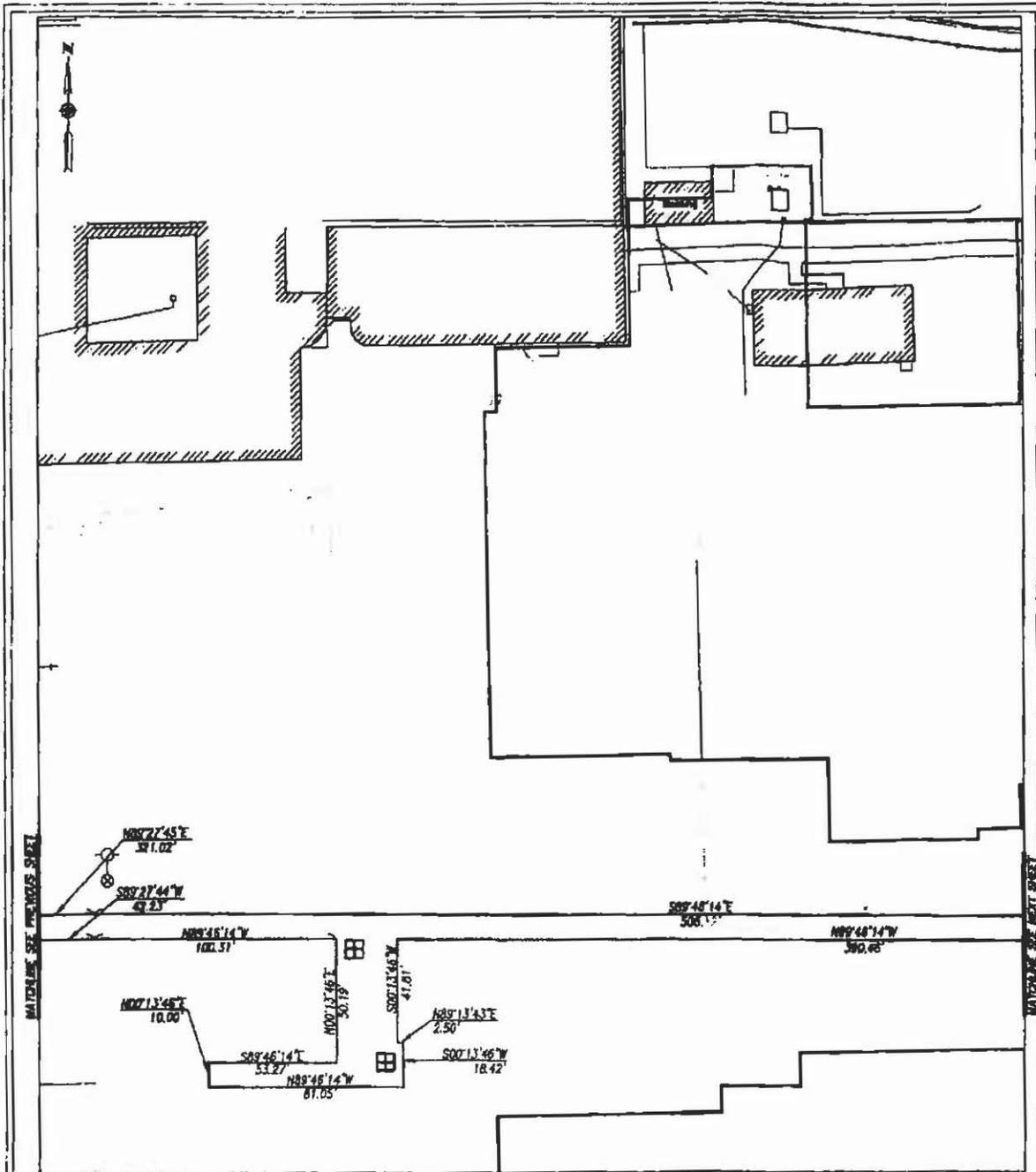
**TUCSON ELECTRIC POWER  
 LEGAL DESCRIPTION  
 EXHIBIT**

**SHEET 1 OF 3**

Project Name

**KIND HOSPITAL NPH & CRC**

1-100000-1-0-100000



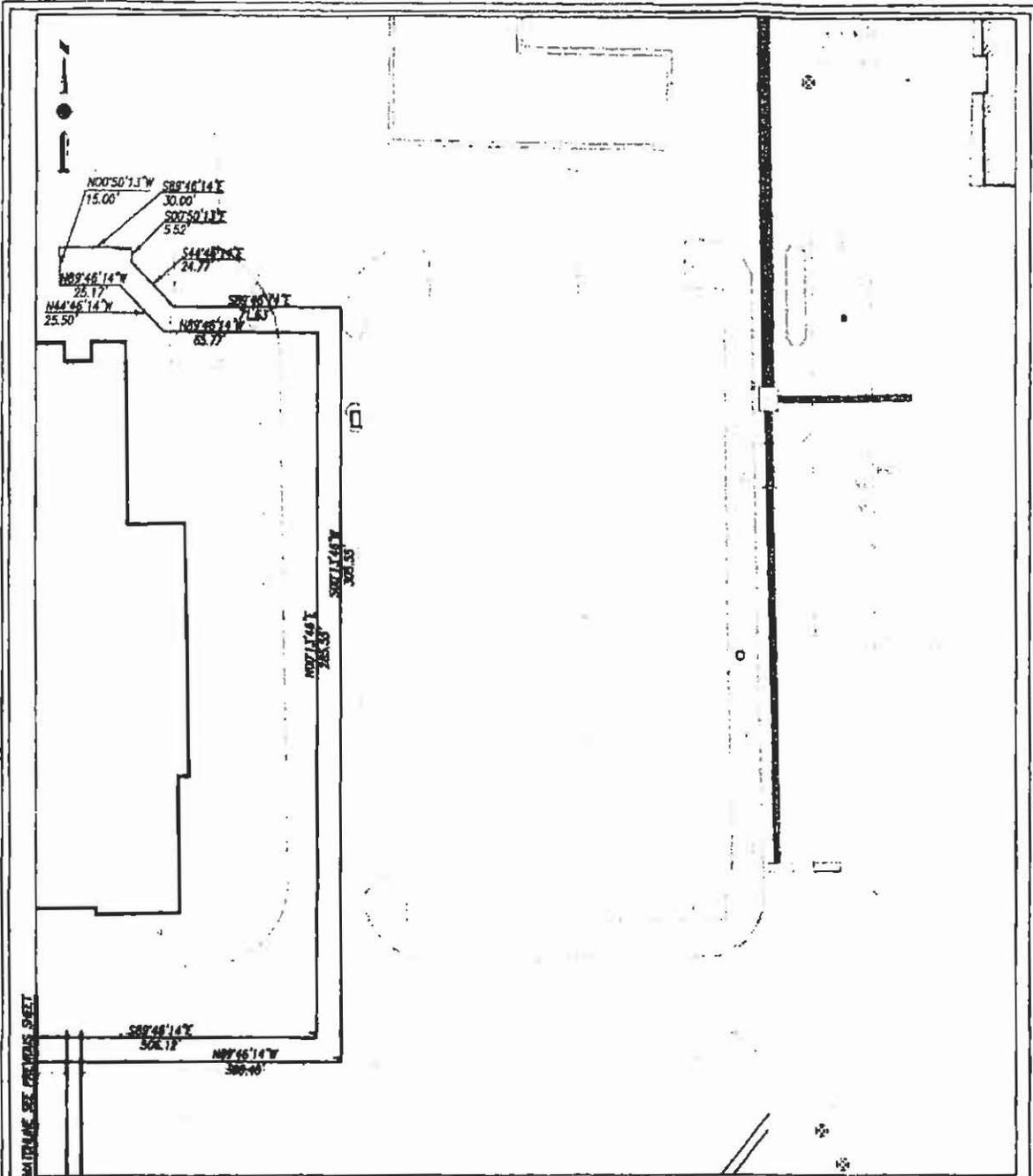
595 B. MEYER AVE, TUCSON, AZ 85701  
 (520) 791-3933 • FAX: (520) 791-9405  
 WWW.RSENGINEERING.COM

Use or alteration of the information in this instrument for other than the specific purpose for which it was intended and for other than the client for whom it was prepared is forbidden unless expressly permitted in writing in advance by R S ENGINEERING INCORPORATED, and R S ENGINEERING INCORPORATED shall have no liability to any one of this information without their written consent. © R S ENGINEERING

**TUCSON ELECTRIC POWER  
 LEGAL DESCRIPTION  
 EXHIBIT**

**SHEET 2 OF 3**  
 Project Name  
**KINO HOSPITAL NPH & CRC**

1-000001-0401



SEE PREVIOUS SHEET



595 S. MEYER AVE., TUCSON, AZ 85701  
 (520) 791-3933 • Fax: (520) 791-9405  
 WWW.RSENGINEERING.COM

Use or alteration of the information in this instrument for other than the specific purpose for which it was intended and for other than the client for whom it was prepared is forbidden unless expressly permitted in writing in advance by R S ENGINEERING INCORPORATED, and R S ENGINEERING INCORPORATED shall have no liability for any use of the information without their written consent. © R S ENGINEERING

**TUCSON ELECTRIC POWER  
 LEGAL DESCRIPTION  
 EXHIBIT**

**SHEET 3 OF 3**  
 Project Name  
**KINO HOSPITAL NPH & CRC**

14-000031

F. ANN RODRIGUEZ, RECORDER  
RECORDED BY: LLW  
DEPUTY RECORDER  
1956 PE-1



DOCKET: 13796  
PAGE: 2759  
NO. OF PAGES: 4  
SEQUENCE: 20100800686  
04/27/2010  
EASMT 18:00  
PICKUP  
AMOUNT PAID \$ 9.00

OTEPC  
TUCSON ELECTRIC POWER  
ATTN: MIKE FLORES  
PO BOX 711  
220 W 6TH  
TUCSON AZ 85702

## RIGHT OF WAY EASEMENT

PIMA COUNTY, 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"), 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.

2009-1-201  
W.R.#218673  
Tucson Building & Remodeling  
3535 E. Hawser

EASE-10-05  
9/11/14  
3535 E Hawser  
222-21-0150

TOP-ON-ON-100

4



EASEMENT  
EXHIBIT "A"  
LEGAL DESCRIPTION

An Electric easement, lying in the Northeast one-quarter of Section 9, Township 11 South, Range 14 East, G&SRM, Pima County, Arizona, more particularly described as follows:

COMMENCING at the Southwest corner of that parcel described in Docket 13051 on Page 4251 as recorded in the office of the Pima County Recorder and currently known as Assessor Parcel Number 222-21-0150. Said corner is a point on a curve and the North Right of Way of Hawser Street. A radial line through said point bears North 11 degrees 12 minutes 55 seconds West;

THENCE 57.42 feet along said Right of Way and the arc of said curve, concave to the South, having a radius of 795.00 feet, through a central angle of 04 degrees 08 minutes 17 seconds, to the POINT OF BEGINNING;

THENCE continuing along said Right of Way and said arc of curve 10.07 feet, having a radius of 795.00 feet, through a central angle of 00 degrees 43 minutes 33 seconds;

THENCE North, a distance of 115.35 feet, to a point on a tangent curve;

THENCE 15.71 feet along the arc of said curve, to the right, having a radius of 10.00 feet, through a central angle of 90 degrees 00 minutes 00 seconds;

THENCE East, a distance of 6.05 feet;

THENCE South 00 degrees 05 minutes 52 seconds West, a distance of 2.50 feet;

THENCE South 89 degrees 54 minutes 08 seconds East, a distance of 15.00 feet;

THENCE North 00 degrees 05 minutes 52 seconds East, a distance of 15.00 feet;

THENCE North 89 degrees 54 minutes 08 seconds West, a distance of 15.00 feet;

THENCE South 00 degrees 05 minutes 52 seconds West, a distance of 2.50 feet;

THENCE West, 6.07 feet, to a point on a tangent curve;

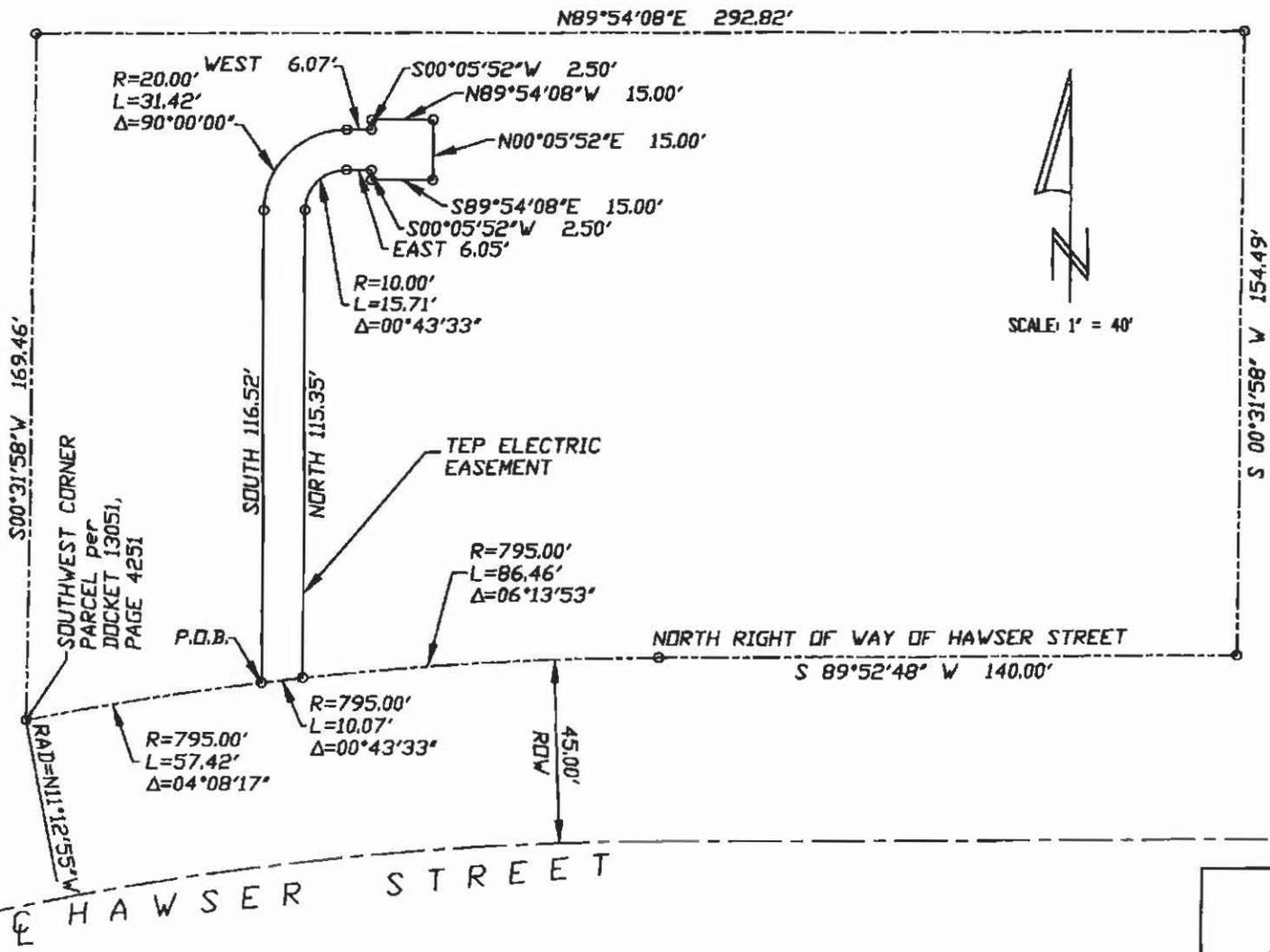
THENCE 31.42 feet along the arc of said curve, to the left, having a radius of 20.00 feet, through a central angle of 90 degrees 00 minutes 00 seconds;

THENCE South, a distance of 116.52 feet, to a point on the North Right of Way of Hawser Street and the POINT OF BEGINNING;

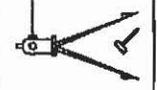
Containing 1,680 sq. ft. or 0.039 acres more or less.

13051-09-01

10141 N RANCHO SONORA DR.  
ORO VALLEY AZ. 85737  
(920) 219-4506



STATEWIDE LAND SURVEYING



NE1/4, SECTION 09 T 11 S, R 14 E, G&SRM  
PIMA COUNTY, ARIZONA

TEP ELECTRIC EASEMENT

CATALINA COMMUNITY SERVICES  
A PORTION OF APN 222-21-0150

JOB NO.	DATE	SHEET
29050-TEP	02-19-2010	1 OF 1

SKETCH OF AN EASEMENT



Expires 09-30-2012

F. ANN RODRIGUEZ, RECORDER  
RECORDED BY: RJL  
DEPUTY RECORDER  
9544 PE-2

PCREA  
PIMA CO REAL PROPERTY SERVICES  
PICK UP  
ATTN LISA



DOCKET: 13916  
PAGE: 766  
NO. OF PAGES: 9  
SEQUENCE: 20102000308  
10/18/2010  
EASMNT 15:40  
PICKUP  
AMOUNT PAID \$ 0.00

WHEN RECORDED RETURN TO:  
City of Tucson-City Clerk  
Pick up  
Tucson, AZ 85701

---

DOCUMENT TITLE: Certified Copy of **EASEMENT**

**NOTE:** This Certified copy of Easement was originally recorded on August 7, 2009 in Docket 13617, at Page 3708 is being re-recorded to correct a scrivener's error in the legal description. The legal description described as EXHIBIT "A" shall be replaced in its entirety with the attached EXHIBIT "B".

100119 00769

ERASE-10-07  
32/14/14  
Kino Hospital  
132-19-1420

F. ANN RODRIGUEZ, RECORDER  
RECORDED BY: LLW  
DEPUTY RECORDER  
1956 FE-2

TCCWB  
CITY OF TUCSON-CITY CLERK  
PICK UP  
TUCSON AZ 85701



DOCKET: 13617  
PAGE: 3708  
NO. OF PAGES: 4  
SEQUENCE: 20091520914  
08/07/2009  
EASEMENT 18:00  
PICKUP  
AMOUNT PAID \$ 7.00

**EASEMENT**

THIS INDENTURE made between the Pima County, a political subdivision of the State of Arizona, Grantor(s) and the CITY OF TUCSON, a municipal corporation, Grantee, hereinafter called the CITY  
**WITNESSETH:**

That the Grantor(s), for and in consideration of One Dollar (\$1.00), and other valuable consideration to it in hand paid by the City, the receipt whereof is hereby acknowledged, do (es) hereby convey unto the City of Tucson, a municipal corporation, its successors and assigns, a perpetual right-of-way, privilege and easement for any water pipe, or mains now laid underground or which hereafter may be laid underground, together with the right to enter into and upon for the purpose of maintaining said pipes and mains, including the right of attaching thereto meters, fire hydrants, valves, regulators, services, and all other things necessary in the construction and maintenance thereof only upon further approval by Grantor, and also the right to enter into and upon for the purpose of removing the same at the sole discretion of the City; said easement being in, on, through, over, across and under the following described parcel of land situate in the County of Pima, State of Arizona, to-wit:

See Attached EXHIBIT "A"

Affidavit Exempt A.R.S. §11-1134 (A) (2) (3)

TO HAVE AND TO HOLD the same unto the City, and to its successors and assigns forever

IN WITNESS WHEREOF, the Grantor has executed this instrument  
this 18<sup>th</sup> day of JUNE, 2009.

Pima County, a political subdivision of the State of Arizona

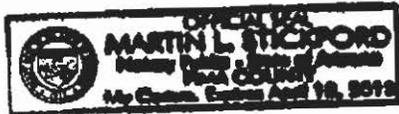
By:   
Christina Biggs  
As: Manager, Real Property Services

STATE OF ARIZONA )

)ss.

COUNTY OF PIMA )

This instrument was acknowledged before me this 18<sup>th</sup> day of JUNE, 2009, by Christina Biggs as Manager of Real Property Services for Pima County, a political subdivision of the State of Arizona.



Notary Public

Approved by: Damian Fellows, Principal City Attorney  
2008-083, New Psychiatric Hospital and Crisis Response Center at Kino Hospital Bldgs 1,2

1009-16 OCT-09  
1009-17 OCT-09

u

# Exhibit "A"

August 21, 2008  
RSE Job No. 0708.00

## Legal Descriptions For Public Water Easements

### EASEMENT #1

A portion of the northwest quarter of the northeast quarter of Section 32, Township 14 South, Range 14 East, of the Gila and Salt River Meridian, Pima County, Arizona, being a 15.00 foot wide strip of land, 7.50 feet on each side of the following described centerline:

**COMMENCING** at the northeast corner of said Section 32;

**THENCE**, South 00° 47' 22" East along the eastern line of said Section 32 a distance of 1118.94 feet;

**THENCE**, South 89° 06' 00" West, a distance of 926.76 feet to the **TRUE POINT OF BEGINNING** for easement #1, said point being a point on the centerline of an easement described in Docket 6637, Page 873.

**THENCE**, South 00° 54' 00" East, a distance of 63.12 feet to the **POINT OF TERMINATION**.

Together with:

### EASEMENT #2

A portion of the northwest quarter of the northeast quarter of Section 32, Township 14 South, Range 14 East, of the Gila and Salt River Meridian, Pima County, Arizona, being a 15.00 foot wide strip of land, 7.50 feet on each side of the following described centerline:

**COMMENCING** at the northeast corner of Section 32;

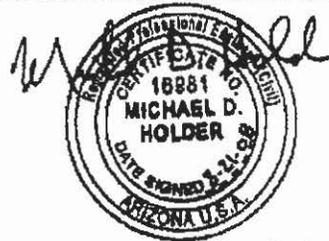
**THENCE**, South 00° 47' 22" East along the eastern line of said Section 32 a distance of 1118.94 feet;

**THENCE**, South 89° 06' 00" West, a distance of 926.76 feet;

**THENCE**, South 89° 06' 00" West, a distance of 11.44 feet;

**THENCE**, North 00° 40' 36" West, a distance of 227.80 feet to the **TRUE POINT OF BEGINNING** for easement #2, said point being a point on the centerline of an easement described in Docket 6637, Page 873.

**THENCE**, South 89° 19' 24" West, a distance of 20.00 feet to the **POINT OF TERMINATION**.



Expires 3/31/09

Page 1 of 3

100-10-007-000  
100-10-007-000

# Exhibit "A"

(Continued)

Together with:

## EASEMENT #3

A portion of the northwest quarter of the northeast quarter of Section 32, Township 14 South, Range 14 East, of the Gila and Salt River Meridian, Pima County, Arizona, being a 15.00 foot wide strip of land, 7.50 feet on each side of the following described centerline:

**COMMENCING** at the northeast corner of Section 32;

**THENCE**, South 00° 47' 22" East along the eastern line of said Section 32 a distance of 1118.94 feet;

**THENCE**, South 89° 06' 00" West, a distance of 926.76 feet;

**THENCE**, South 89° 06' 00" West, a distance of 11.44 feet;

**THENCE**, South 89° 06' 00" West, a distance of 65.96 feet to the **TRUE POINT OF BEGINNING** for easement #3, said point being a point on the centerline of an easement described in Docket 6637, Page 873.

**THENCE**, South 00° 54' 00" East, a distance of 20.00 feet to the **POINT OF TERMINATION**.

Together with:

## EASEMENT #4

A portion of the northwest quarter of the northeast quarter of Section 32, Township 14 South, Range 14 East, of the Gila and Salt River Meridian, Pima County, Arizona, being a 15.00 foot wide strip of land, 7.50 feet on each side of the following described centerline:

**COMMENCING** at the northeast corner of Section 32;

**THENCE**, South 00° 47' 22" East along the eastern line of said Section 32 a distance of 1118.94 feet;

**THENCE**, South 89° 06' 00" West, a distance of 926.76 feet;

**THENCE**, South 89° 06' 00" West, a distance of 11.44 feet;

**THENCE**, South 89° 06' 00" West, a distance of 65.96 feet;

**THENCE**, South 89° 06' 00" West, a distance of 339.55 feet to the **TRUE POINT OF BEGINNING** for easement #4, said point being a point on the centerline of an easement described in Docket 6637, Page 873.

**THENCE**, South 00° 54' 00" East, a distance of 74.36 feet to the **POINT OF TERMINATION**.

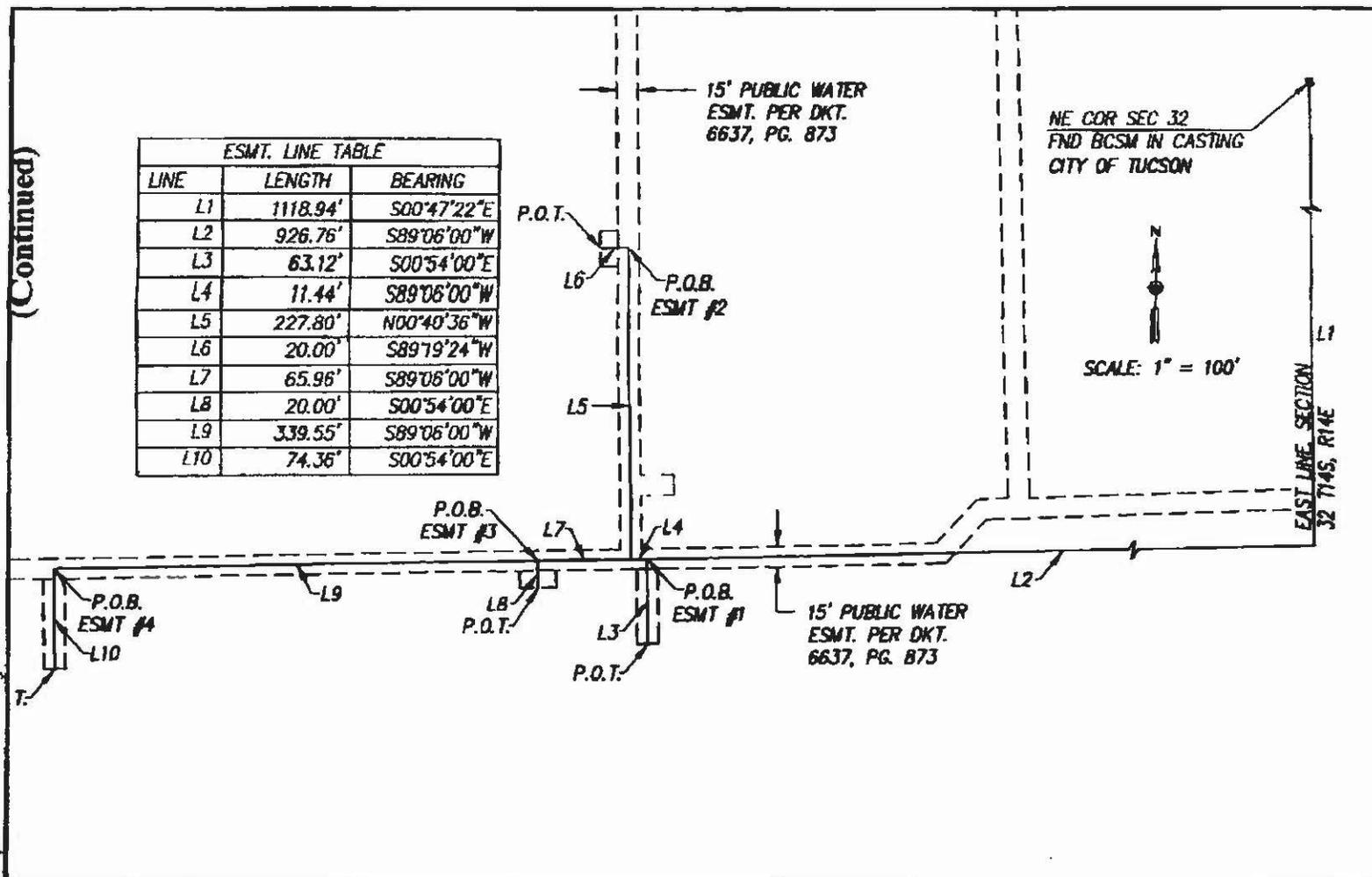
100-10 OCT-00

100-10 OCT-00

# Exhibit "A"

(Continued)

ESMT. LINE TABLE		
LINE	LENGTH	BEARING
L1	1118.94'	S00°47'22"E
L2	926.76'	S89°06'00"W
L3	63.12'	S00°54'00"E
L4	11.44'	S89°06'00"W
L5	227.80'	N00°40'36"W
L6	20.00'	S89°19'24"W
L7	65.96'	S89°06'00"W
L8	20.00'	S00°54'00"E
L9	339.55'	S89°06'00"W
L10	74.36'	S00°54'00"E



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**RS ENGINEERING**  
 140 N. TUCSON BLVD., TUCSON, AZ 85718  
 (520) 791-9833 • FAX (520) 791-9405  
 WWW.RSENGINEERING.COM  
 RSE JOB #0708.00

**NEW COTWD EASEMENTS**  
 FOR NEW PSYCHIATRIC HOSPITAL AND CRISIS  
 RESPONSE CENTER AT KINO HOSPITAL BLDGS 1, 2

**EXHIBIT A**  
 DATE: 8/08  
 SHEET: 3 OF 3



P. O. Box 3145  
Tucson, AZ 85702-3145

Located in the Old Courthouse at:  
115 North Church Avenue, Tucson, AZ

<http://www.recorder.pima.gov>

**F. Ann Rodriguez**  
**Pima County Recorder**

*Recording history one document at a time.*

**Christopher J. Roads**  
**Chief Deputy Recorder**  
**Registrar of Voters**

**Document Recording: (520) 740-4350**  
**Voter Registration: (520) 740-4330**  
**Fax: (520) 623-1785**

The foregoing instrument is a full, true and correct copy of the original record in this office.

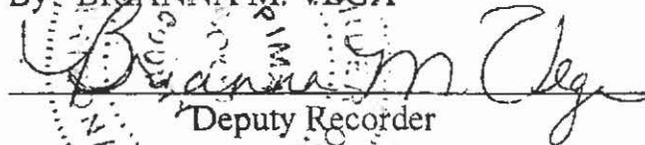
Docket #: 13617

Starting Page#: 3708

Ending Page #: 3711

F. ANN RODRIGUEZ, County Recorder  
In and for the County of Pima, State of Arizona

By: BRIANNA M. VEGA

  
Deputy Recorder

October 18, 2010  
Date

1000-110 000-1-1

Exhibit "B"  
Legal Descriptions  
For  
Public Water Easements

**EASEMENT #1**

A portion of the northwest quarter of the northeast quarter of Section 32, Township 14 South, Range 14 East, of the Gila and Salt River Meridian, Pima County, Arizona, being a 15.00 foot wide strip of land, 7.50 feet on each side of the following described centerline:

**COMMENCING** at the northeast corner of said Section 32;

**THENCE**, South 00° 47' 22" East along the eastern line of said Section 32 a distance of 1118.94 feet;

**THENCE**, South 89° 06' 00" West, a distance of 926.76 feet to the **TRUE POINT OF BEGINNING** for easement #1, said point being a point on the centerline of an easement described in Docket 6637, Page 873.

**THENCE**, South 00° 54' 00" East, a distance of 63.12 feet to the **POINT OF TERMINATION**.

Together with:

**EASEMENT #2**

A portion of the northwest quarter of the northeast quarter of Section 32, Township 14 South, Range 14 East, of the Gila and Salt River Meridian, Pima County, Arizona, being a 15.00 foot wide strip of land, 7.50 feet on each side of the following described centerline:

**COMMENCING** at the northeast corner of Section 32;

**THENCE**, South 00° 47' 22" East along the eastern line of said Section 32 a distance of 1118.94 feet;

**THENCE**, South 89° 06' 00" West, a distance of 926.76 feet;

**THENCE**, South 89° 06' 00" West, a distance of 11.44 feet;

**THENCE**, North 00° 40' 36" West, a distance of 227.80 feet to the **TRUE POINT OF BEGINNING** for easement #2, said point being a point on the centerline of an easement described in Docket 6637, Page 873.

**THENCE**, South 89° 19' 24" West, a distance of 20.00 feet to the **POINT OF TERMINATION**.



Expires 6/30/2010

130616 00772

**EXHIBIT B Cont.)**

**Together with:**

**EASEMENT #3**

A portion of the northwest quarter of the northeast quarter of Section 32, Township 14 South, Range 14 East, of the Gila and Salt River Meridian, Pima County, Arizona, being a 15.00 foot wide strip of land, 7.50 feet on each side of the following described centerline:

**COMMENCING** at the northeast corner of Section 32;

**THENCE**, South 00° 47' 22" East along the eastern line of said Section 32 a distance of 1118.94 feet;

**THENCE**, South 89° 06' 00" West, a distance of 926.76 feet;

**THENCE**, South 89° 06' 00" West, a distance of 11.44 feet;

**THENCE**, South 89° 06' 00" West, a distance of 65.96 feet to the **TRUE POINT OF BEGINNING** for easement #3, said point being a point on the centerline of an easement described in Docket 6637, Page 873.

**THENCE**, South 00° 54' 00" East, a distance of 93.65 feet to the **POINT OF TERMINATION**.

**Together with:**

**EASEMENT #4**

A portion of the northwest quarter of the northeast quarter of Section 32, Township 14 South, Range 14 East, of the Gila and Salt River Meridian, Pima County, Arizona, being a 15.00 foot wide strip of land, 7.50 feet on each side of the following described centerline:

**COMMENCING** at the northeast corner of Section 32;

**THENCE**, South 00° 47' 22" East along the eastern line of said Section 32 a distance of 1118.94 feet;

**THENCE**, South 89° 06' 00" West, a distance of 926.76 feet;

**THENCE**, South 89° 06' 00" West, a distance of 11.44 feet;

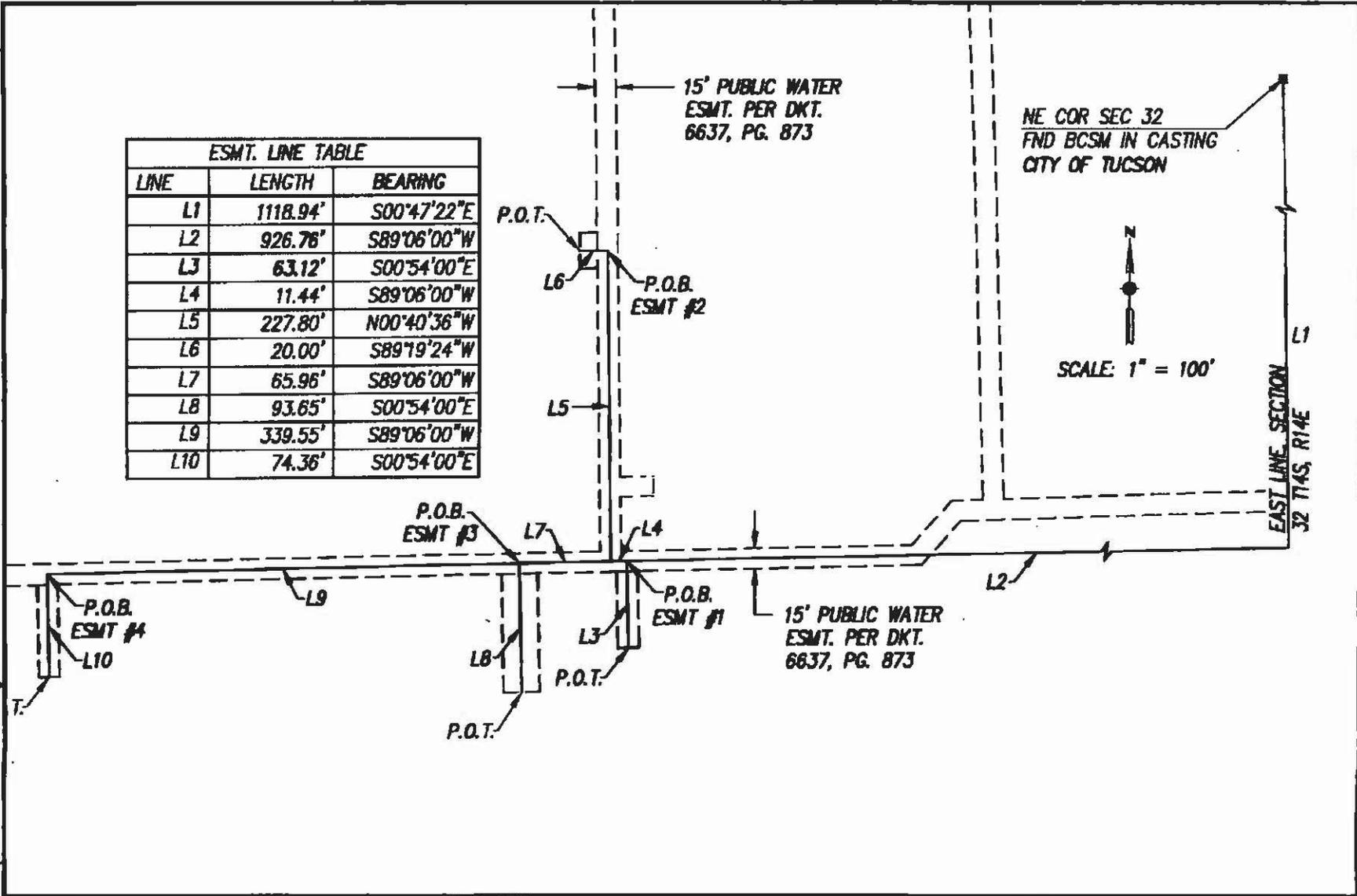
**THENCE**, South 89° 06' 00" West, a distance of 65.96 feet;

**THENCE**, South 89° 06' 00" West, a distance of 339.55 feet to the **TRUE POINT OF BEGINNING** for easement #4, said point being a point on the centerline of an easement described in Docket 6637, Page 873.

**THENCE**, South 00° 54' 00" East, a distance of 74.36 feet to the **POINT OF TERMINATION**.

1006160073

ESMT. LINE TABLE		
LINE	LENGTH	BEARING
L1	1118.94'	S00°47'22"E
L2	926.78'	S89°06'00"W
L3	63.12'	S00°54'00"E
L4	11.44'	S89°06'00"W
L5	227.80'	N00°40'36"W
L6	20.00'	S89°19'24"W
L7	65.96'	S89°06'00"W
L8	93.65'	S00°54'00"E
L9	339.55'	S89°06'00"W
L10	74.36'	S00°54'00"E



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140 N. TUCSON BLVD., TUCSON, AZ 85716  
 (520) 791-3900 • FAX (520) 791-9405  
 WWW.RSEENGINEERING.COM

RSE JOB #0708.00

**NEW COTWD EASEMENTS**  
 FOR NEW PSYCHIATRIC HOSPITAL AND CRISIS  
 RESPONSE CENTER AT KINO HOSPITAL BLDGS 1, 2

**EXHIBIT A**

DATE: 3/10  
 SHEET: 3 OF 3

4700 04001

F. ANN RODRIGUEZ, RECORDER  
RECORDED BY: RJL  
DEPUTY RECORDER  
9544 PE-2

TCCWB  
CITY OF TUCSON-CITY CLERK  
255 W ALAMEDA  
TUCSON AZ 85701



DOCKET: 13915  
PAGE: 4148  
NO. OF PAGES: 4  
SEQUENCE: 20101990854  
10/15/2010  
EASMENT 18:00  
PICKUP  
AMOUNT PAID \$ 7.00

EASEMENT

THIS INDENTURE made between Pima County, a political subdivision of the State of Arizona, Grantor(s) and the CITY OF TUCSON, a municipal corporation, Grantee, hereinafter called the CITY.

WITNESSETH:

That the Grantor(s), in consideration of Ten Dollars (\$10.00) and other valuable consideration, the receipt and adequacy of is hereby acknowledged, do(es) hereby convey to the City of Tucson, a municipal corporation, its successors and assigns, a perpetual right-of-way, privilege and easement for any water pipes or mains now laid or which hereafter may be laid, together with the right to enter into and upon for the purpose of maintaining, repairing, and replacing said pipes and mains, including the right of attaching thereto meters, fire hydrants, valves, regulators, services, and all other things necessary in the construction and maintenance thereof, and also the right to enter into and upon for the purpose of removing the same at the sole discretion of the City; said easement being in, on, through, over, across and under the following described parcel of land situate in the County of Pima, State of Arizona, to-wit:

See Attached EXHIBIT "A"

Affidavit Exempt A.R.S. §11-1134 (A) (2) (3)

TO HAVE AND TO HOLD the same unto the City, and to its successors and assigns forever.

IN WITNESS WHEREOF, the Grantor has executed this instrument this 14 day of October, 2010.

Pima County, a political subdivision of the State of Arizona

By:   
Christina Biggs

As: Manager of Real Property Services

STATE OF ARIZONA )  
                                  )ss.  
COUNTY OF PIMA )

This instrument was acknowledged before me this 14 day of OCTOBER, 2010  
by Christina Biggs as Manager of Real Property Services  
for Pima County, a political subdivision of the State of Arizona



Notary Public

1003150448

No. 2010-003  
EASE-10-08  
28/13/14  
Brandi Fenton Park  
111-01-032H

Revised December 30, 2009  
28159-we

Exhibit "A"

Legal Description

Public Waterline Easement

An easement for waterline purposes 15.00 feet wide, lying 7.50 feet on each side of the following described centerline and within a portion of the north half of Section 28, Township 13 South, Range 14 East, Gila and Salt River Meridian, Pima County, Arizona and being more particularly described as follows:

Commencing at the northeast corner ( found  $\frac{1}{2}$ " iron pin RLS 12537 ) of that parcel of land having a tax parcel no. of 111-01-032d and as shown on Record of Survey recorded in Book 70 at page 55 Record's of Pima County, thence South  $01^{\circ} 05' 03''$  East along the easterly line of said parcel shown on said Record of Survey, 116.55 feet;

Thence South  $88^{\circ} 54' 57''$  West, 123.66 feet to the True Point of Beginning of said waterline easement;

Thence North  $89^{\circ} 49' 18''$  West, 7.50 feet to here-in-after described Point " A ";

Thence continuing North  $89^{\circ} 49' 18''$  West along the centerline of said easement, 17.50 feet and end of a portion of said waterline easement;

Commencing at previously described Point " A " , thence South  $00^{\circ} 10' 42''$  West, 96.35 feet;

Thence South  $44^{\circ} 49' 18''$  East, 40.81 feet to here-in-after described Point " B " ;

Thence continuing South  $44^{\circ} 49' 18''$  East, 87.04 feet ;

Thence South  $00^{\circ} 10' 42''$  West, 106.17 feet to here-in-after described Point " C " ;

Thence continuing South  $00^{\circ} 10' 42''$  West, 108.18 feet to here-in-after described Point " D " ;

Thence continuing South  $00^{\circ} 10' 42''$  West, 30.75 feet to the end of said centerline easement.

Commencing at previously described Point " B " , thence South  $45^{\circ} 10' 42''$  West, 15.00 feet to the end of said waterline easement.

28159-continuing

Commencing at previously described Point " C ", thence North 89° 49' 18" West, 39.67 feet to the end of said waterline easement.

Commencing at previously described Point " D ", thence North 89° 49' 18" West, 45.10 feet to here-in-after described Point " E ";

Thence continuing North 89° 49' 18" West, 15.00 feet to the end of said centerline easement.

Commencing at previously described Point " E ", thence North 00° 10' 42" East, 17.50 feet to the end of said centerline easement.

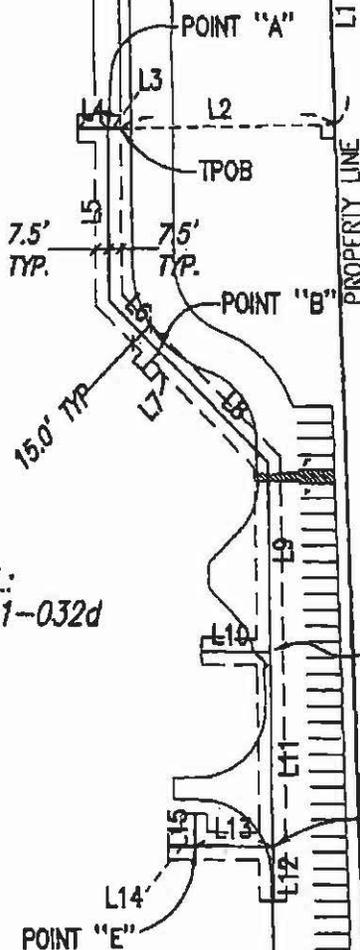
The side lines of said easement are to be lengthened or shortened as needed to meet existing waterline conditions.



EXPIRES 6/30/2010

# RIVER ROAD

NORTHEAST CORNER  
OF SUBJECT PROPERTY



PARCEL:  
111-01-032d

PARCEL: 111-01-028A

LINE TABLE		
LINE	LENGTH	BEARING
L1	116.55	S01°05'03"E
L2	123.66	S88°54'57"W
L3	7.50	N89°49'18"W
L4	17.50	N89°49'18"W
L5	96.35	S00°10'42"W
L6	40.81	S44°49'18"E
L7	15.00	S45°10'42"W
L8	87.04	S44°49'18"E
L9	106.17	S00°10'42"W
L10	39.67	N89°49'18"W
L11	108.18	S00°10'42"W
L12	30.75	S00°10'42"W
L13	45.10	N89°49'18"W
L14	15.00	N89°49'18"W
L15	17.50	N00°10'42"E



EXPIRES  
06/30/2010

PARCEL: 111-01-034G

**Exhibit for Waterline Easement  
for Native Seeds Search  
Conservation Center Located  
within SEC. 28, T13S, R14E,  
G&SRM, Pima County, Arizona**



**PRECISION LAND  
SURVEYING, INC.**

8219 EAST 22ND STREET  
TUCSON, ARIZONA 85710  
(520) 288-3200 PLS@PRECISIONLANDSURVEYING.NET

D:\Survey\Lead Projects\RA 20159 - sec. 28 t13s r14e\20159 - sec. 28 t13s r14e.dwg\20159 - sec. 28 t13s r14e.dwg 300x2009 - 10:41 AM

111-01-032d

F. ANN RODRIGUEZ, RECORDER  
RECORDED BY: LD  
DEPUTY RECORDER  
9645 PE-1



DOCKET : 13928  
PAGE : 711  
NO. OF PAGES : 5  
SEQUENCE : 20102120196  
11/03/2010  
EASMNT 13:24  
PICKUP  
AMOUNT PAID \$ 9.00

OTEP  
TUCSON ELECTRIC POWER  
ATTN: MIKE FLORES  
PO BOX 711  
1 SOUTH CHURCH AVE  
TUCSON AZ 85702

## RIGHT OF WAY EASEMENT

PIMA COUNTY, 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"), 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.

RECORDED  
CORRECT

2010-1-080  
W.R.#225806  
CDO Linear Park  
7773 N. Shannon Rd

Easement Page 1 of 2

EASE-10-12  
33/12/13  
CDO Linear Park  
225-43-006C

5

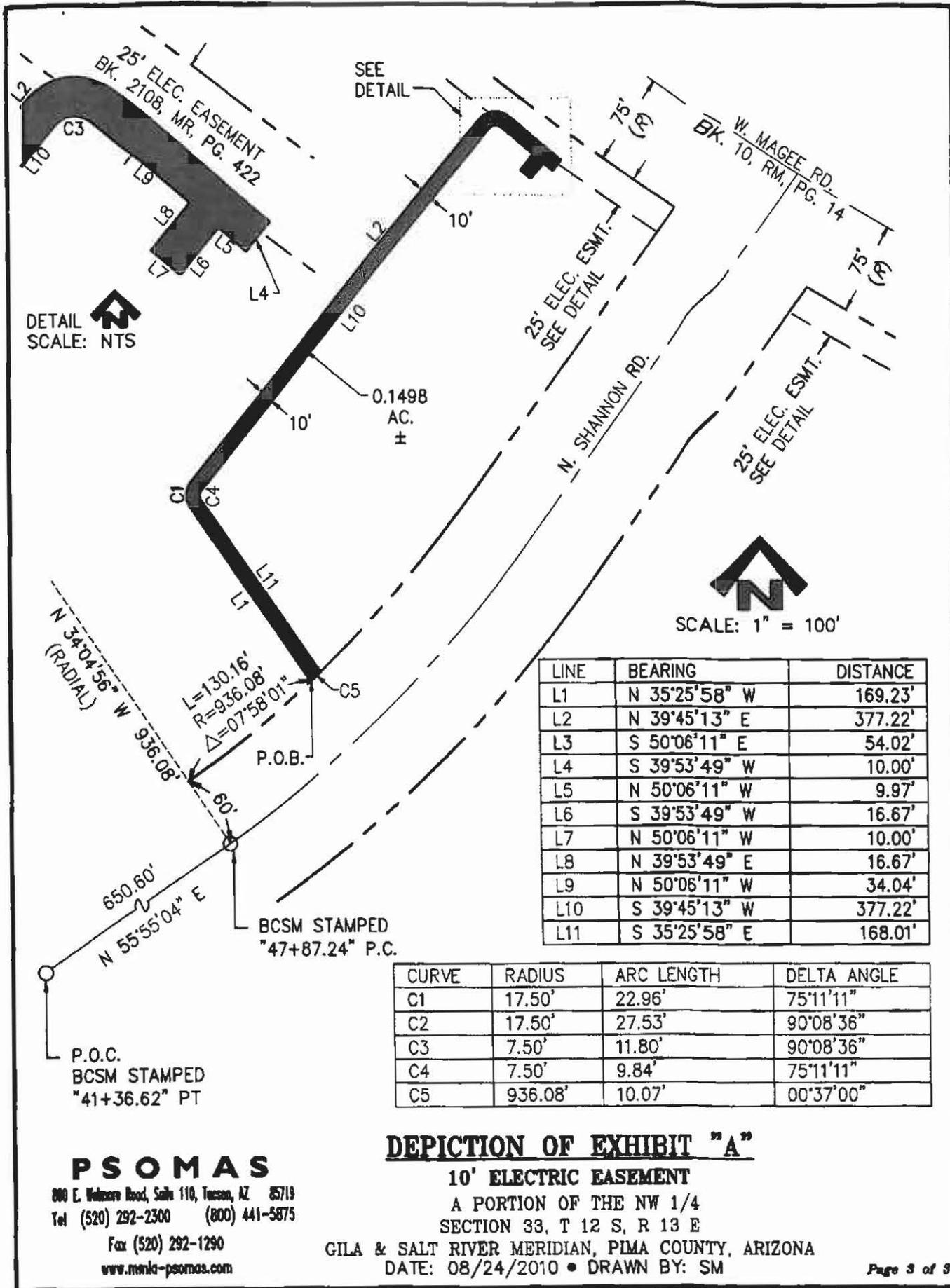
EXHIBIT "A"  
LEGAL DESCRIPTION  
TUCSON ELECTRIC POWER EASEMENT

A 10 foot wide electrical easement over that part of the Northwest quarter of Section 33 of Township 12 South, Range 13 East, Gila & Salt River Meridian, Pima County, Arizona described as follows:

The Basis of Bearing for this description is North 89 degrees 51 minutes 03 seconds West along the centerline of Ina Road between the Brass Cap Survey Monument at the Northwest corner of Section 5 of Township 13 South, Range 13 East and the Brass Cap Survey monument at the South quarter corner of said Section 32.

COMMENCING at the Brass capped survey monument in Shannon Road stamped PT 41+36.62, thence North 55 degrees 55 minutes 04 seconds East along the centerline of said Shannon Road a distance of 650.60 feet to a brass capped survey monument stamped PC 47+87.24;  
thence North 34 degrees 04 minutes 56 seconds West along a radial line a distance of 60.00 feet to the Northwesterly right-of-way line of said Shannon Road;  
thence Northeasterly along said right-of-way line having a radius of 936.08 feet, through a central angle of 07 degrees 58 minutes 01 seconds, a distance of 130.16.00 feet to the POINT OF BEGINNING;  
thence North 35 degrees 25 minutes 58 seconds West a distance of 169.23 feet to a Point of Curvature to the right said curve having a radius of 17.50 feet;  
thence Northerly along the arc of said curve through a central angle of 75 degrees 11 minutes 11 seconds a distance of 22.96 feet to a Point of Tangency;  
thence North 39 degrees 45 minutes 13 seconds East a distance of 377.22 feet to a Point of Curvature to the right said curve having a radius of 17.50 feet;  
thence Easterly along the arc of said curve through a central angle of 90 degrees 08 minutes 36 seconds a distance of 27.53 feet to a Point of Tangency;  
thence South 50 degrees 06 minutes 11 seconds East a distance of 54.02 feet  
thence South 39 degrees 53 minutes 49 seconds West a distance of 10.00 feet;  
thence North 50 degrees 06 minutes 11 seconds West a distance of 9.97 feet;  
thence South 39 degrees 53 minutes 49 seconds West a distance of 16.67 feet;  
thence North 50 degrees 06 minutes 11 seconds West a distance of 10.00 feet;  
thence North 39 degrees 53 minutes 49 seconds East a distance of 16.67 feet;  
thence North 50 degrees 06 minutes 11 seconds West a distance of 34.04 feet to a Point of Curvature to the left said curve having a radius of 7.50 feet;  
thence Westerly along the arc of said curve through a central angle of 90 degrees 08 minutes 36 seconds a distance of 11.80 feet to a Point of Tangency;  
thence South 39 degrees 45 minutes 13 seconds West a distance of 377.22 feet to a Point of Curvature to the left said curve having a radius of 7.50 feet;  
thence Southerly along the arc of said curve through a central angle of 75 degrees 11 minutes 11 seconds a distance of 9.84 feet to a Point of Tangency;

10002800113



DETAIL SCALE: NTS

SCALE: 1" = 100'

LINE	BEARING	DISTANCE
L1	N 35°25'58" W	169.23'
L2	N 39°45'13" E	377.22'
L3	S 50°06'11" E	54.02'
L4	S 39°53'49" W	10.00'
L5	N 50°06'11" W	9.97'
L6	S 39°53'49" W	16.67'
L7	N 50°06'11" W	10.00'
L8	N 39°53'49" E	16.67'
L9	N 50°06'11" W	34.04'
L10	S 39°45'13" W	377.22'
L11	S 35°25'58" E	168.01'

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE
C1	17.50'	22.96'	75°11'11"
C2	17.50'	27.53'	90°08'36"
C3	7.50'	11.80'	90°08'36"
C4	7.50'	9.84'	75°11'11"
C5	936.08'	10.07'	00°37'00"

**DEPICTION OF EXHIBIT "A"**

**10' ELECTRIC EASEMENT**

A PORTION OF THE NW 1/4 SECTION 33, T 12 S, R 13 E

GILA & SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA  
 DATE: 08/24/2010 • DRAWN BY: SM

**PSOMAS**  
 800 E. Valencia Road, Suite 110, Tucson, AZ 85719  
 Tel (520) 292-2300 (800) 441-5875  
 Fax (520) 292-1290  
 www.mnla-psomas.com

1-1000000-000-0000-1

F. ANN RODRIGUEZ, RECORDER  
Recorded By: MM

DEPUTY RECORDER  
1787

OTEPC  
TUCSON ELECTRIC POWER  
PICKUP



SEQUENCE: 20110800729  
NO. PAGES: 10  
EASMT 03/21/2011 18:00  
PICK UP  
AMOUNT PAID: \$14.00

## RIGHT OF WAY EASEMENT

**PIMA COUNTY, a political subdivision of the State of Arizona and Successor in Interest**

(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" pages 1 thru 8 ATTACHED HERETO AND BY THIS REFERENCE MADE APART  
HEREOF. Exhibit "A" page 1 and 2 is within a portion of Government Lot 1.

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.

2010-1-097  
W.R.#225328  
Pima County Waste Water  
Silvebell and Ina

Easement Page 1 of 2

EASE-10-16  
1/13/12  
Ina Rd WWTF  
214-01-018C; 015A

10



November 9, 2010  
SJV #TF:P9748-1

**LEGAL DESCRIPTION**  
**EASEMENT**

A PORTION OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 13 SOUTH, RANGE 12 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, PIMA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 2:

THENCE S 00°53'11" E, ALONG THE EAST LINE OF SAID SECTION, A DISTANCE OF 75.00 FT. TO THE SOUTH RIGHT OF WAY LINE OF INA ROAD AS DESCRIBED IN BOOK 9 OF ROAD MAPS AT PAGE 91, RECORDS OF PIMA COUNTY, ARIZONA:

THENCE S 89°35'14" W, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 58.08 FT.:

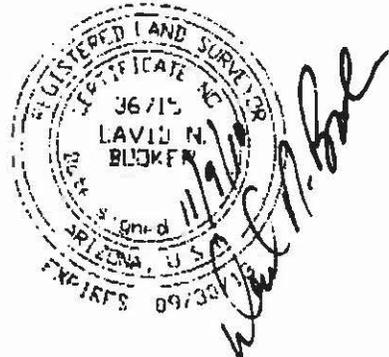
THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE, S 89°24'01" W, A DISTANCE OF 430.13 FT. TO THE NORTHEAST CORNER OF THAT FINGER OF LAND THAT FRONTS ON INA ROAD, AS DESCRIBED IN DOCKET #338 AT PAGE 667, RECORDS OF PIMA COUNTY, ARIZONA AND THE POINT OF BEGINNING:

THENCE S 00°35'59" E, ALONG THE EAST LINE OF SAID FINGER, A DISTANCE 30.00 FT.:

THENCE S 89°24'01" W, ON A LINE 30.00 FT. SOUTH OF AND PARALLEL TO SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 79.87 FT. TO THE WEST LINE OF SAID FINGER:

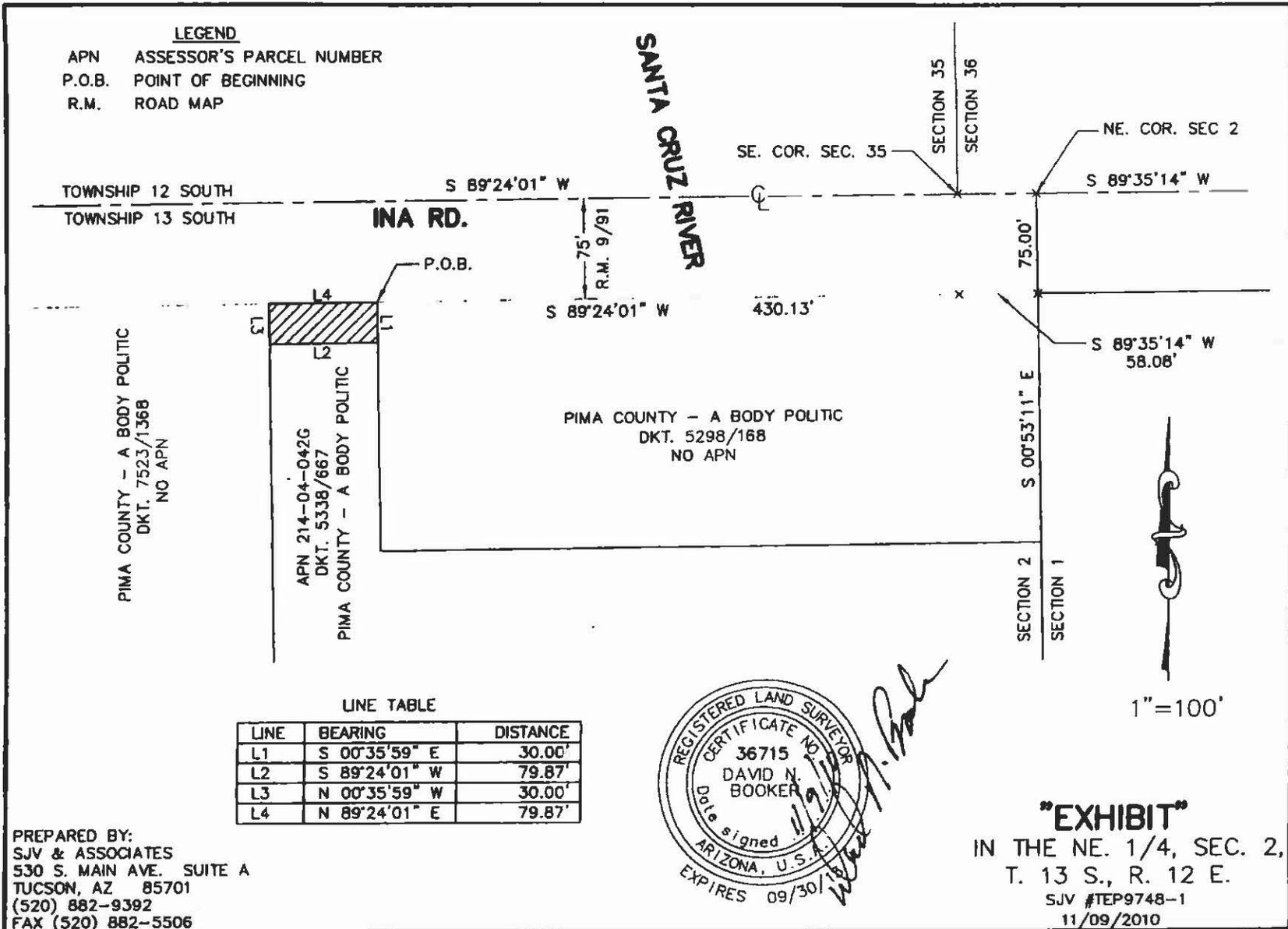
THENCE N 00°35'59" W, ALONG SAID WEST LINE, A DISTANCE OF 30.00 FT. TO SAID SOUTH RIGHT OF WAY LINE:

THENCE N 89°24'01" E, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 79.87 FT. TO THE POINT OF BEGINNING;



**LEGEND**

APN ASSESSOR'S PARCEL NUMBER  
 P.O.B. POINT OF BEGINNING  
 R.M. ROAD MAP



**LINE TABLE**

LINE	BEARING	DISTANCE
L1	S 00°35'59" E	30.00'
L2	S 89°24'01" W	79.87'
L3	N 00°35'59" W	30.00'
L4	N 89°24'01" E	79.87'

PREPARED BY:  
 SJV & ASSOCIATES  
 530 S. MAIN AVE. SUITE A  
 TUCSON, AZ 85701  
 (520) 882-9392  
 FAX (520) 882-5506

**"EXHIBIT"**  
 IN THE NE. 1/4, SEC. 2,  
 T. 13 S., R. 12 E.  
 SJV #TEP9748-1  
 11/09/2010

**SJV & COMPANY, LLC**  
Professional Land Surveyors  
1000 North Central Avenue, Suite 1000, Phoenix, Arizona 85004  
Tel: 602.441.1111 Fax: 602.441.1112

Surveyors  
Engineers  
Planners

November 9, 2010  
SJV #TEP9748-2

**LEGAL DESCRIPTION**  
**EASEMENT**

A PORTION OF GOVERNMENT LOT 4, SECTION 1, TOWNSHIP 13 SOUTH, RANGE 12 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, PIMA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 1:

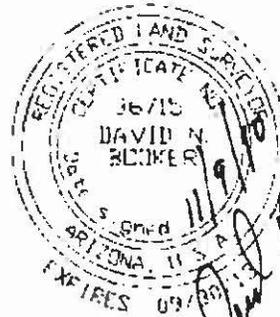
THENCE S 00°53'11" E. ALONG THE WEST LINE OF SAID SECTION, A DISTANCE OF 75.00 FT. TO THE SOUTH RIGHT OF WAY LINE OF INA ROAD AS DESCRIBED IN BOOK 9 OF ROAD MAPS AT PAGE 91, RECORDS OF PIMA COUNTY, ARIZONA AND THE POINT OF BEGINNING;

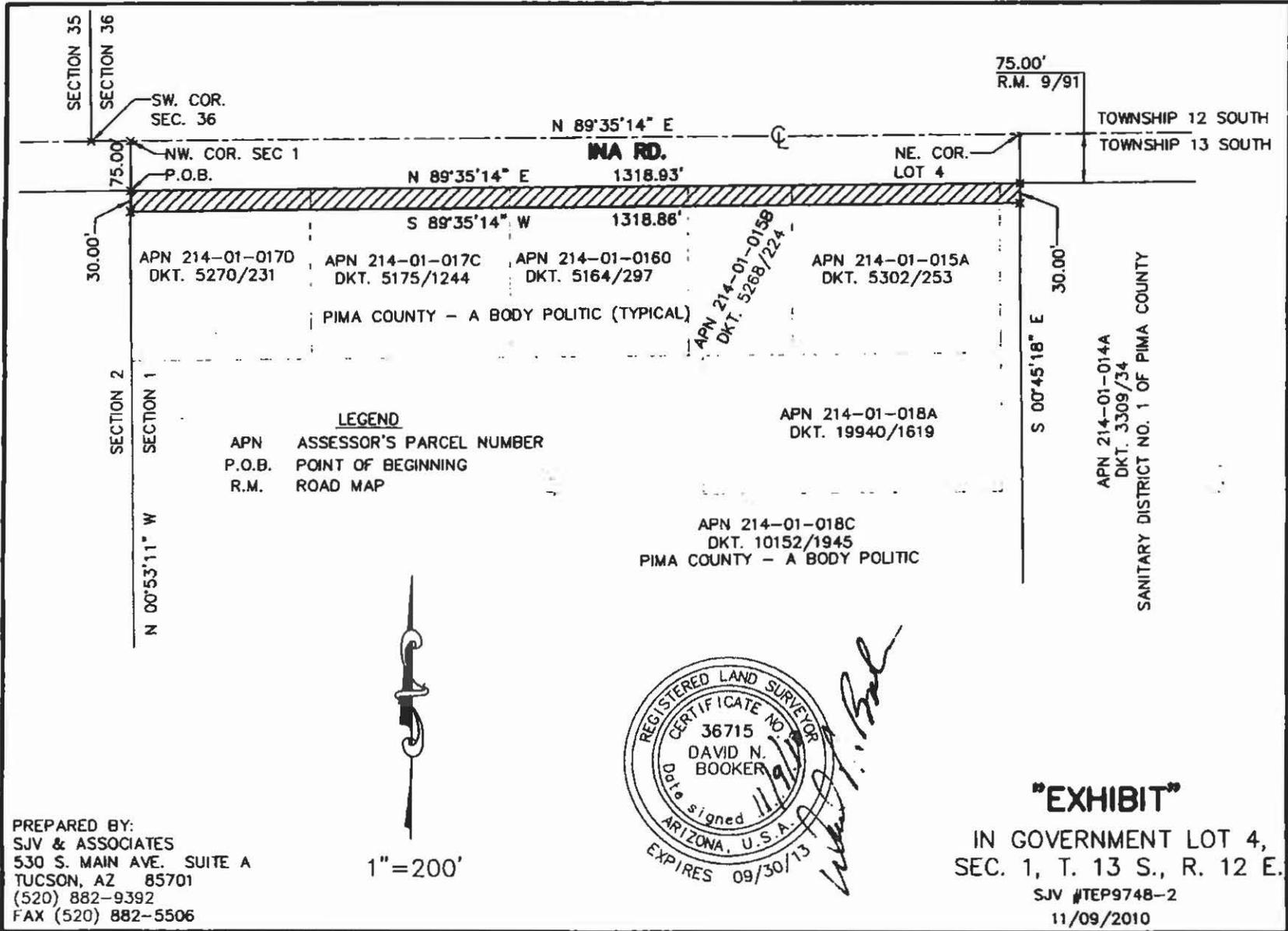
THENCE N 89°35'14" E. ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 1318.93 FT. TO THE EAST LINE OF SAID LOT 4;

THENCE S 00°45'18" E. ALONG SAID EAST LINE, A DISTANCE 30.00 FT.;

THENCE S 89°35'14" W. ON A LINE 30.00 FT. SOUTH OF AND PARALLEL TO SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 1318.86 FT. TO SAID WEST LINE;

THENCE N 00°53'11" W. ALONG SAID WEST LINE, A DISTANCE OF 30.00 FT. THE POINT OF BEGINNING;





November 9, 2010  
SVJ #TEP9748-3

**LEGAL DESCRIPTION**  
**EASEMENT**

A PORTION OF GOVERNMENT LOT 3, SECTION 1, TOWNSHIP 13 SOUTH, RANGE 12 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, PIMA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 1:

THENCE S 00°53'11" E, ALONG THE WEST LINE OF SAID SECTION, A DISTANCE OF 75.00 FT. TO THE SOUTH RIGHT OF WAY LINE OF INA ROAD AS DESCRIBED IN BOOK 9 OF ROAD MAPS AT PAGE 91, RECORDS OF PIMA COUNTY, ARIZONA;

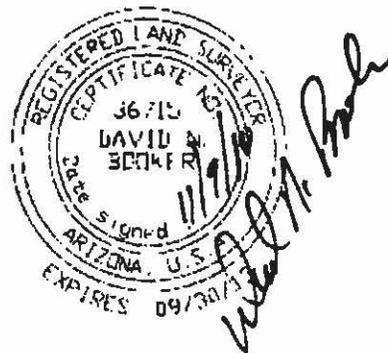
THENCE N 89°35'14" E, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 1318.93 FT. TO THE WEST LINE OF SAID LOT 3 AND THE POINT OF BEGINNING;

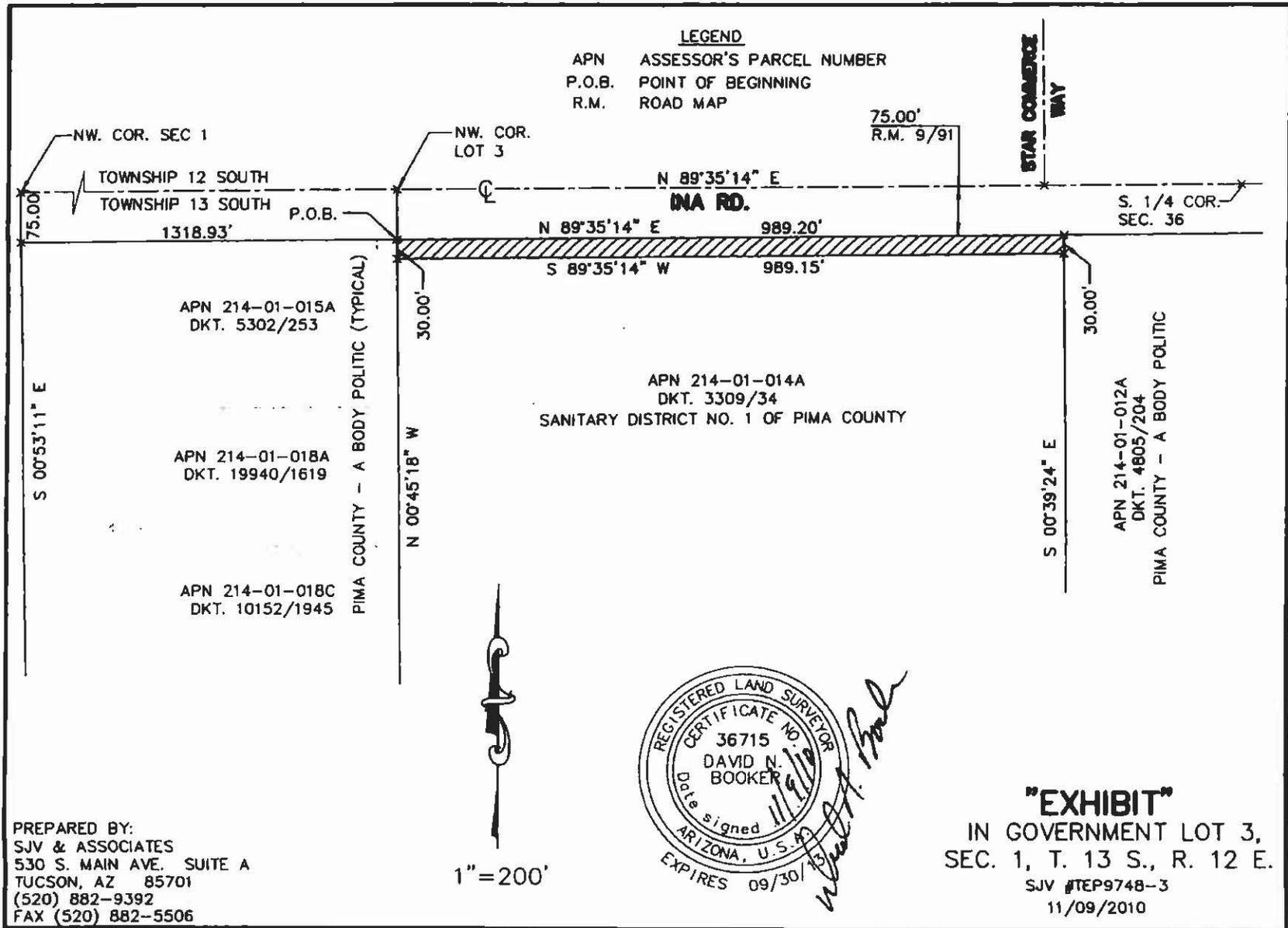
THENCE CONTINUING N 89°35'14" E, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 989.20 FT. TO THE NORTHWEST CORNER OF THAT PARCEL AS DESCRIBED IN DOCKET 4805 AT PAGE 204, RECORDS OF PIMA COUNTY, ARIZONA;

THENCE S 00°39'24" E, ALONG THE WEST LINE OF SAID DOCKET, A DISTANCE 30.00 FT.;

THENCE S 89°35'14" W, ON A LINE 30.00 FT. SOUTH OF AND PARALLEL TO SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 989.15 FT. TO THE WEST LINE OF SAID LOT 3;

THENCE N 00°45'18" W, ALONG SAID WEST LINE, A DISTANCE OF 30.00 FT. THE POINT OF BEGINNING;





November 9, 2010  
SJV #TEP9748-4

LEGAL DESCRIPTION  
EASEMENT

A PORTION OF GOVERNMENT LOTS 2 & 3, SECTION 1, TOWNSHIP 13 SOUTH, RANGE 12 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, PIMA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 1:

THENCE S 00° 53' 11" E. ALONG THE WEST LINE OF SAID SECTION, A DISTANCE OF 75.00 FT. TO THE SOUTH RIGHT OF WAY LINE OF INA ROAD AS DESCRIBED IN BOOK 9 OF ROAD MAPS AT PAGE 91, RECORDS OF PIMA COUNTY, ARIZONA:

THENCE N 89° 35' 14" E. ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 2308.13 FT. TO THE NORTHWEST CORNER OF THAT PARCEL AS DESCRIBED IN DOCKET 4805 AT PAGE 204, RECORDS OF PIMA COUNTY, ARIZONA, AND THE POINT OF BEGINNING:

THENCE CONTINUING N 89° 35' 14" E. ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 262.84 FT.:

THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE, N 89° 24' 31" E, A DISTANCE OF 805.82 FT. TO THE NORTHWEST CORNER OF THAT PARCEL AS DESCRIBED IN DOCKET 13709 AT PAGE 2262, RECORDS OF PIMA COUNTY, ARIZONA:

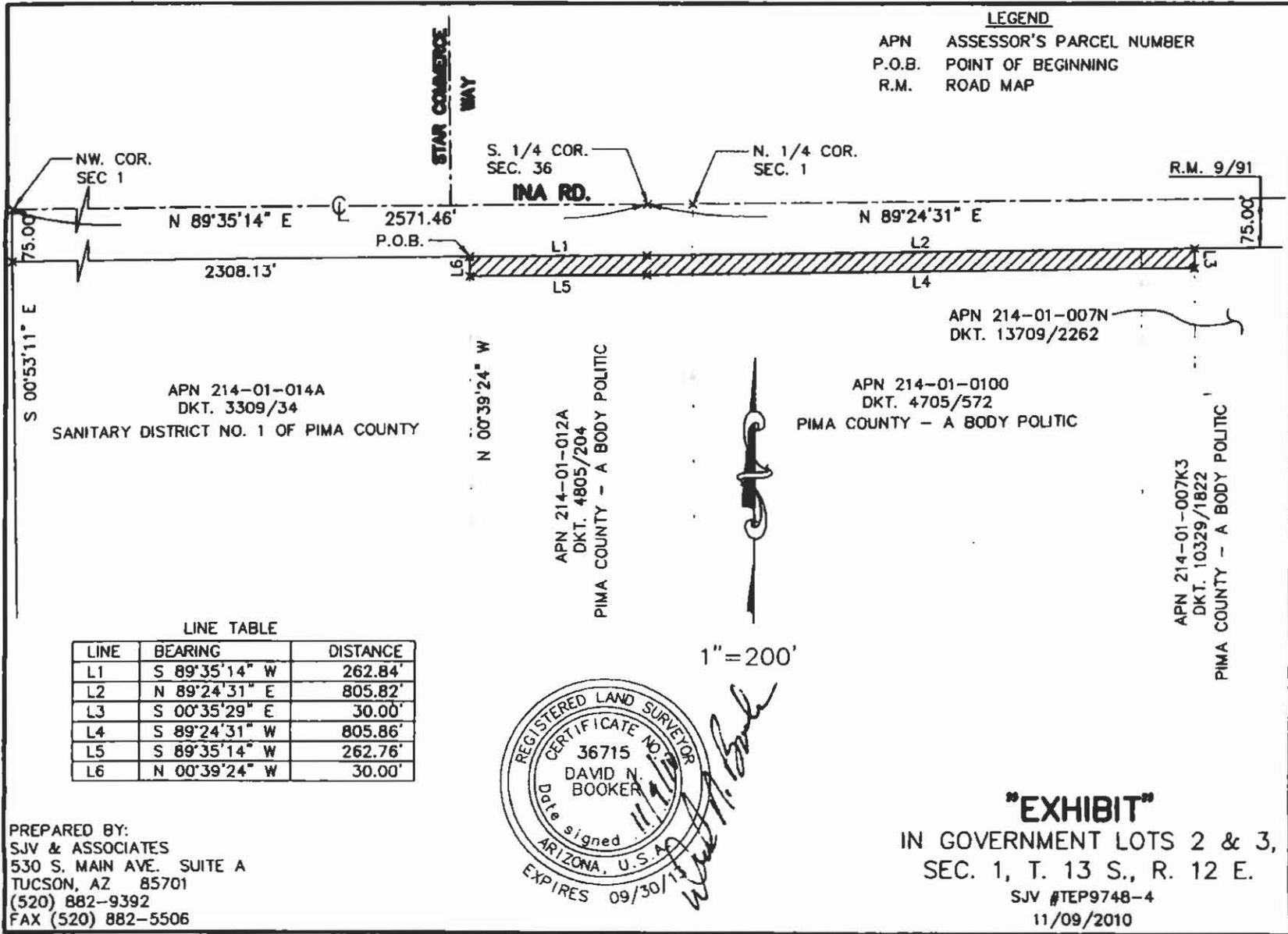
THENCE S 00° 35' 29" E. ALONG THE WEST LINE OF SAID DOCKET, A DISTANCE 30.00 FT.:

THENCE S 89° 24' 31" W. OF A LINE 30.00 FT. SOUTH OF AND PARALLEL TO SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 805.86 FT.:

THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE, S 89° 35' 14" W, A DISTANCE OF 262.76 FT. TO THE WEST LINE OF SAID DOCKET 4805 AT PAGE 204:

THENCE N 00° 39' 24" W. ALONG SAID WEST LINE, A DISTANCE OF 30.00 FT. THE POINT OF BEGINNING:





F. ANN RODRIGUEZ, RECORDER  
Recorded By: MM  
DEPUTY RECORDER  
1787

OTEPC  
TUCSON ELECTRIC POWER  
PICKUP



SEQUENCE: 20110800729  
NO. PAGES: 10  
EASMT 03/21/2011  
18:00  
PICK UP  
AMOUNT PAID: \$14.00

## RIGHT OF WAY EASEMENT

**PIMA COUNTY, a political subdivision of the State of Arizona and Successor In Interest**

(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" pages 1 thru 8 ATTACHED HERETO AND BY THIS REFERENCE MADE APART  
HEREOF. Exhibit "A" page 1 and 2 is within a portion of Government Lot 1.

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.

2010-1-097  
W.R.#225326  
Pima County Waste Water  
Silvebell and Ina

EASE-11-03  
1+2/13/12  
Ina Rd WWTF  
214-01-012A, 014A+023C

Easement Page 1 of 2

10

1 of 2

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 14<sup>th</sup> day of MARCH, 2011.

PIMA COUNTY, a political subdivision of the State of Arizona

*Christina Biggs*  
BY: CHRISTINA BIGGS

Manager, Real Property Services  
TITLE

STATE OF ARIZONA )  
                                  ) §  
COUNTY OF PIMA    )

This instrument was acknowledged before me, the undersigned notary public, this 14<sup>th</sup> day of MARCH, 2011, by Christina Biggs as Manager of Real Property Services for Pima County, a political subdivision of the State of Arizona.



*[Signature]*  
Notary Public

November 9, 2010  
SJV #TEP9748-1

**LEGAL DESCRIPTION**  
**EASEMENT**

A PORTION OF THE NORTHEAST QUARTER OF SECTION 2, TOWNSHIP 13 SOUTH, RANGE 12 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, PIMA COUNTY, ARIZONA. DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 2:

THENCE S 00°53'11" E, ALONG THE EAST LINE OF SAID SECTION, A DISTANCE OF 75.00 FT. TO THE SOUTH RIGHT OF WAY LINE OF INA ROAD AS DESCRIBED IN BOOK 9 OF ROAD MAPS AT PAGE 91, RECORDS OF PIMA COUNTY, ARIZONA:

THENCE S 89°35'14" W, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 58.08 FT.:

THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE, S 89°24'01" W, A DISTANCE OF 430.13 FT. TO THE NORTHEAST CORNER OF THAT FINGER OF LAND THAT FRONTS ON INA ROAD, AS DESCRIBED IN DOCKET 5338 AT PAGE 667, RECORDS OF PIMA COUNTY, ARIZONA AND THE POINT OF BEGINNING:

THENCE S 00°35'59" E, ALONG THE EAST LINE OF SAID FINGER, A DISTANCE 30.00 FT.:

THENCE S 89°24'01" W, ON A LINE 30.00 FT. SOUTH OF AND PARALLEL TO SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 79.87 FT. TO THE WEST LINE OF SAID FINGER:

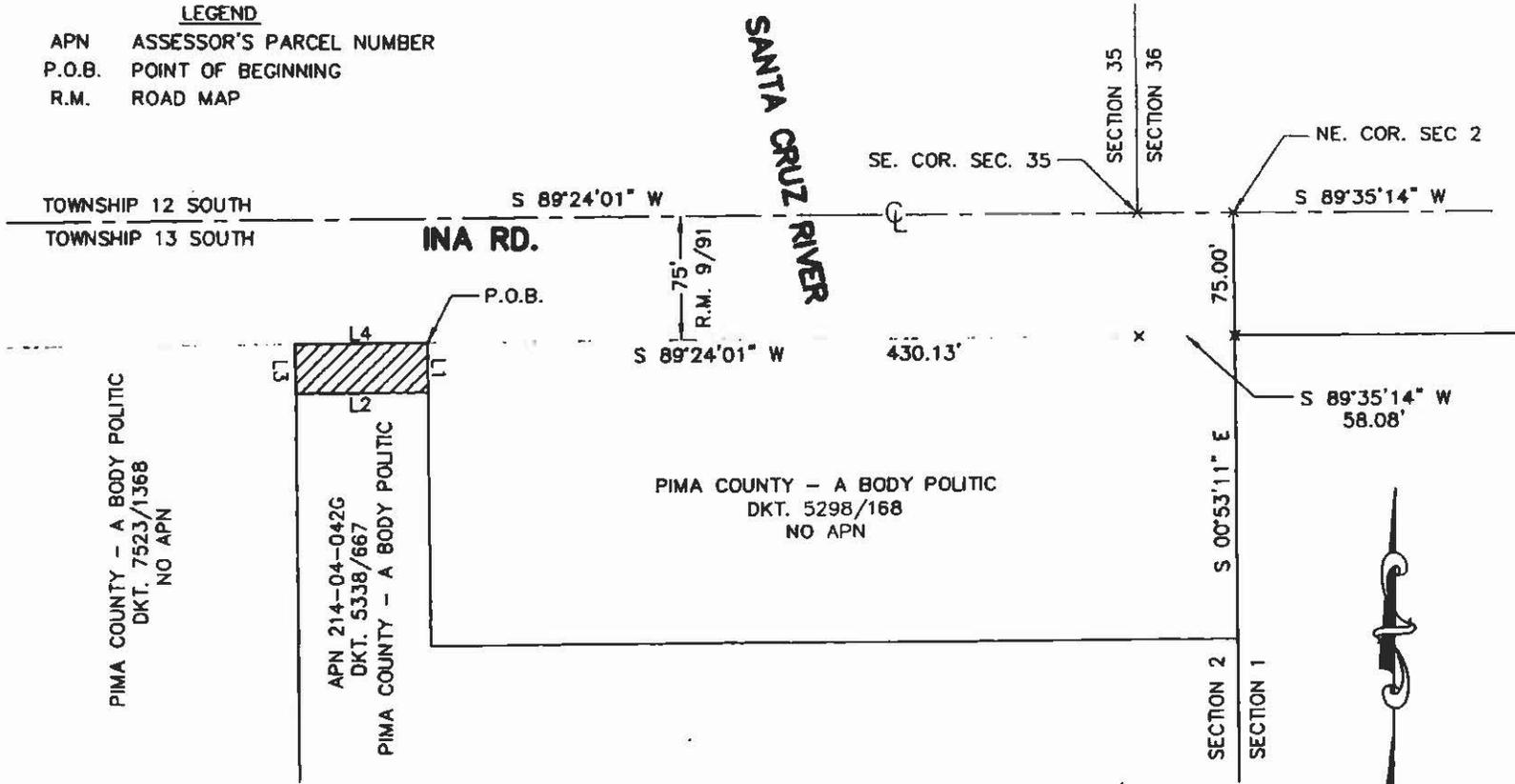
THENCE N 00°35'59" W, ALONG SAID WEST LINE, A DISTANCE OF 30.00 FT. TO SAID SOUTH RIGHT OF WAY LINE:

THENCE N 89°24'01" E, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 79.87 FT. TO THE POINT OF BEGINNING:



**LEGEND**

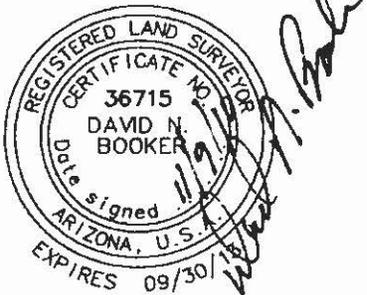
APN ASSESSOR'S PARCEL NUMBER  
 P.O.B. POINT OF BEGINNING  
 R.M. ROAD MAP



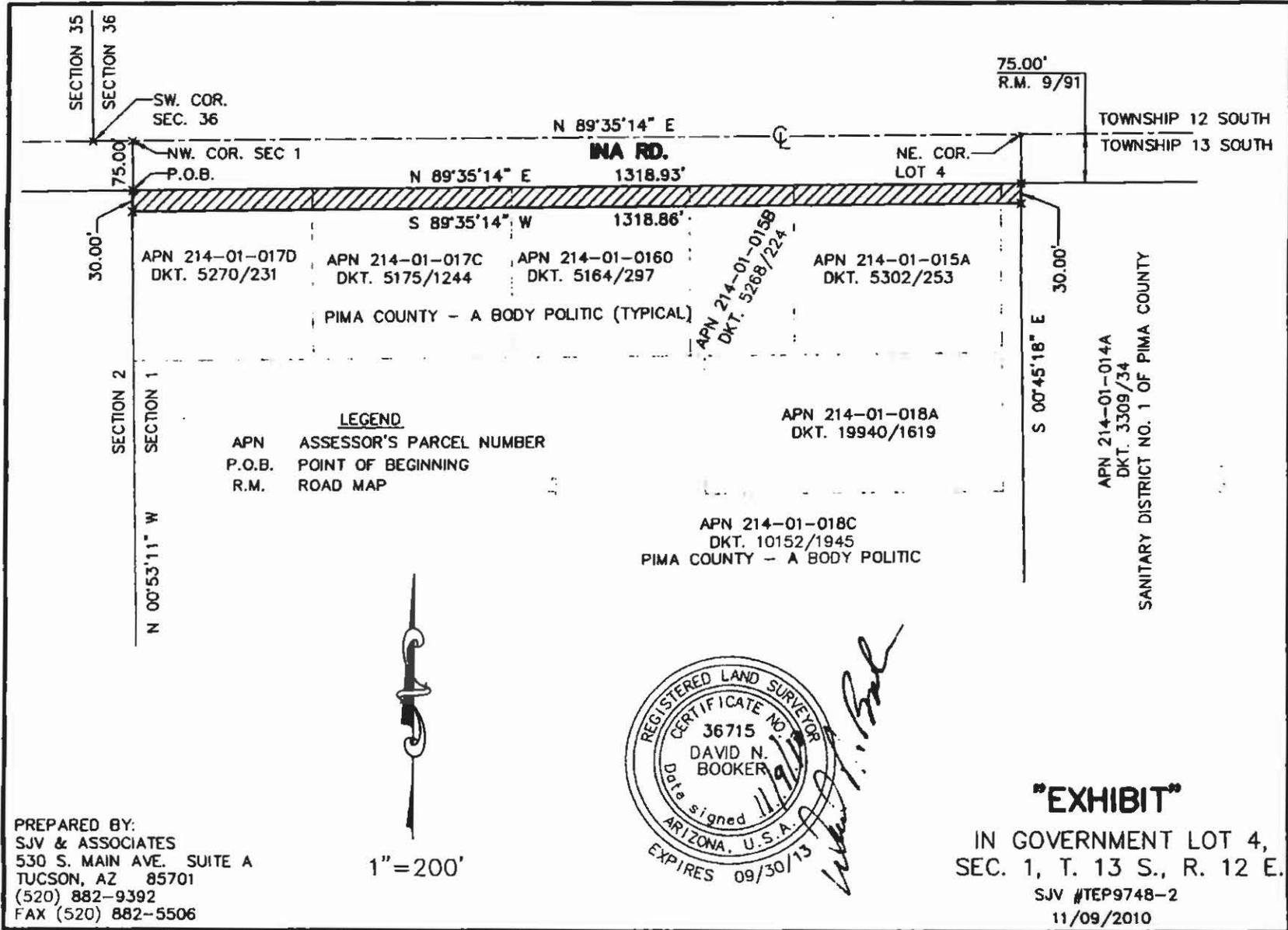
**LINE TABLE**

LINE	BEARING	DISTANCE
L1	S 00°35'59" E	30.00'
L2	S 89°24'01" W	79.87'
L3	N 00°35'59" W	30.00'
L4	N 89°24'01" E	79.87'

PREPARED BY:  
 SJV & ASSOCIATES  
 530 S. MAIN AVE. SUITE A  
 TUCSON, AZ 85701  
 (520) 882-9392  
 FAX (520) 882-5506



**"EXHIBIT"**  
 IN THE NE. 1/4, SEC. 2,  
 T. 13 S., R. 12 E.  
 SJV #TEP9748-1  
 11/09/2010



# SJV ASSOCIATES LLC

3150 Alameda Avenue, Suite 100, Tucson, Arizona 85704  
Phone: (520) 298-1500 Fax: (520) 298-1501

20+ years  
engineers  
planners

November 9, 2010  
SJV #TEP9748-3

## LEGAL DESCRIPTION EASEMENT

A PORTION OF GOVERNMENT LOT 3, SECTION 1, TOWNSHIP 13 SOUTH, RANGE 12 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, PIMA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 1:

THENCE S 00°53'11" E, ALONG THE WEST LINE OF SAID SECTION, A DISTANCE OF 75.00 FT. TO THE SOUTH RIGHT OF WAY LINE OF INA ROAD AS DESCRIBED IN BOOK 9 OF ROAD MAPS AT PAGE 91, RECORDS OF PIMA COUNTY, ARIZONA;

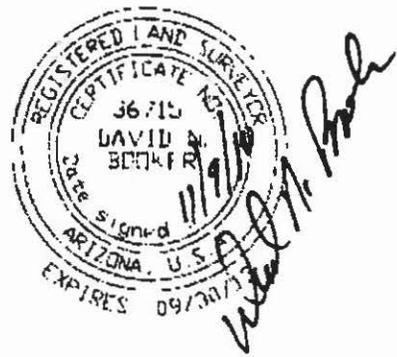
THENCE N 89°35'14" E, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 1318.93 FT. TO THE WEST LINE OF SAID LOT 3 AND THE POINT OF BEGINNING;

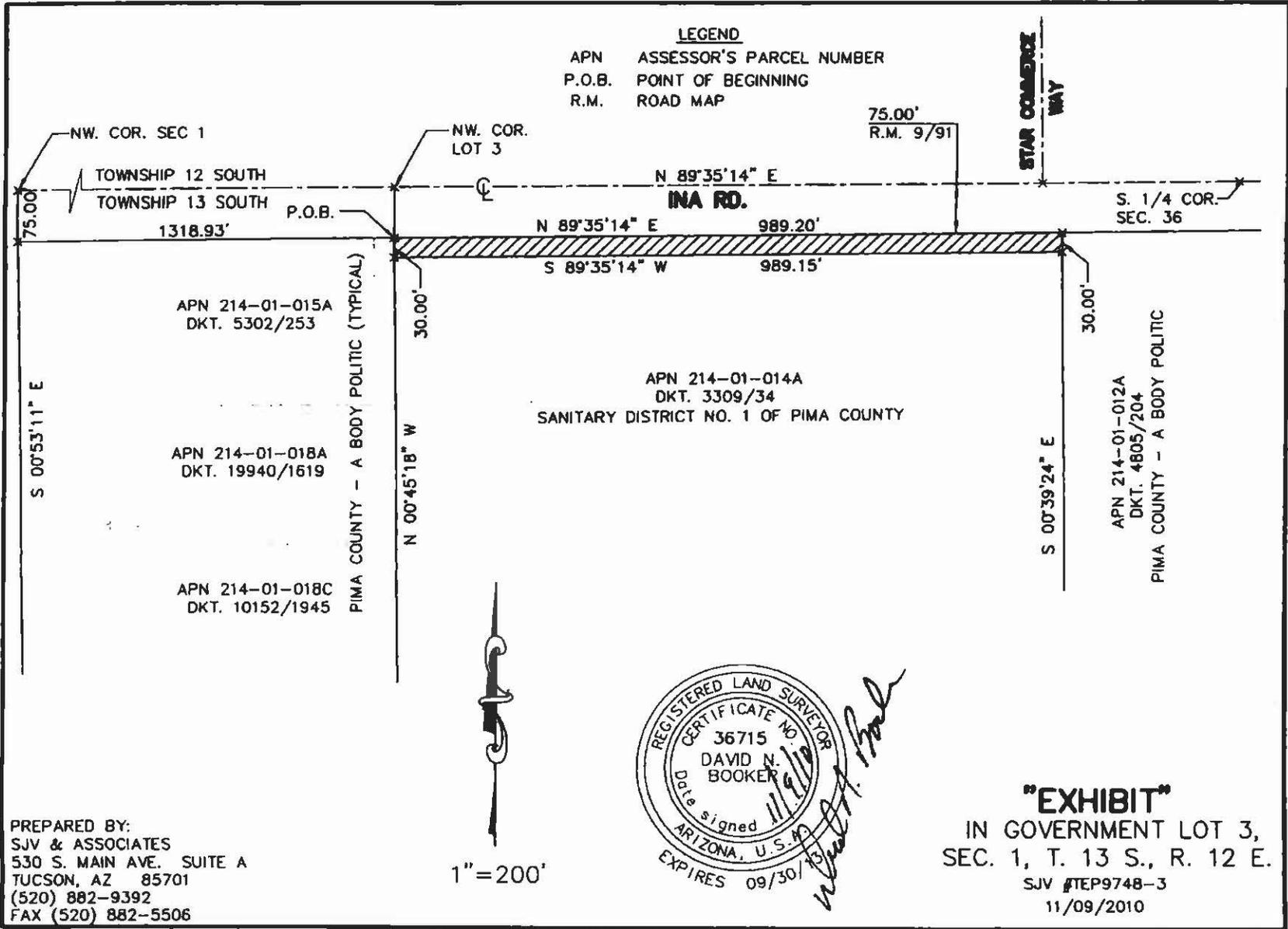
THENCE CONTINUING N 89°35'14" E, ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 989.20 FT. TO THE NORTHWEST CORNER OF THAT PARCEL AS DESCRIBED IN DOCKET 4805 AT PAGE 204, RECORDS OF PIMA COUNTY, ARIZONA;

THENCE S 00°39'24" E, ALONG THE WEST LINE OF SAID DOCKET, A DISTANCE 30.00 FT.;

THENCE S 89°35'14" W, ON A LINE 30.00 FT. SOUTH OF AND PARALLEL TO SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 989.15 FT. TO THE WEST LINE OF SAID LOT 3;

THENCE N 00°45'18" W, ALONG SAID WEST LINE, A DISTANCE OF 30.00 FT. THE POINT OF BEGINNING;





November 9, 2010  
SJV #TEP9748-4

**LEGAL DESCRIPTION**  
**EASEMENT**

A PORTION OF GOVERNMENT LOTS 2 & 3, SECTION 1, TOWNSHIP 13 SOUTH, RANGE 12 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, PIMA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 1:

THENCE S 00° 53' 11" E. ALONG THE WEST LINE OF SAID SECTION, A DISTANCE OF 75.00 FT. TO THE SOUTH RIGHT OF WAY LINE OF INA ROAD AS DESCRIBED IN BOOK 9 OF ROAD MAPS AT PAGE 91, RECORDS OF PIMA COUNTY, ARIZONA:

THENCE N 89° 35' 14" E. ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 2308.13 FT. TO THE NORTHWEST CORNER OF THAT PARCEL AS DESCRIBED IN DOCKET 4805 AT PAGE 204, RECORDS OF PIMA COUNTY, ARIZONA, AND THE POINT OF BEGINNING:

THENCE CONTINUING N 89° 35' 14" E. ALONG SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 262.84 FT.:

THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE, N 89° 24' 31" E, A DISTANCE OF 805.82 FT. TO THE NORTHWEST CORNER OF THAT PARCEL AS DESCRIBED IN DOCKET 13709 AT PAGE 2262, RECORDS OF PIMA COUNTY, ARIZONA:

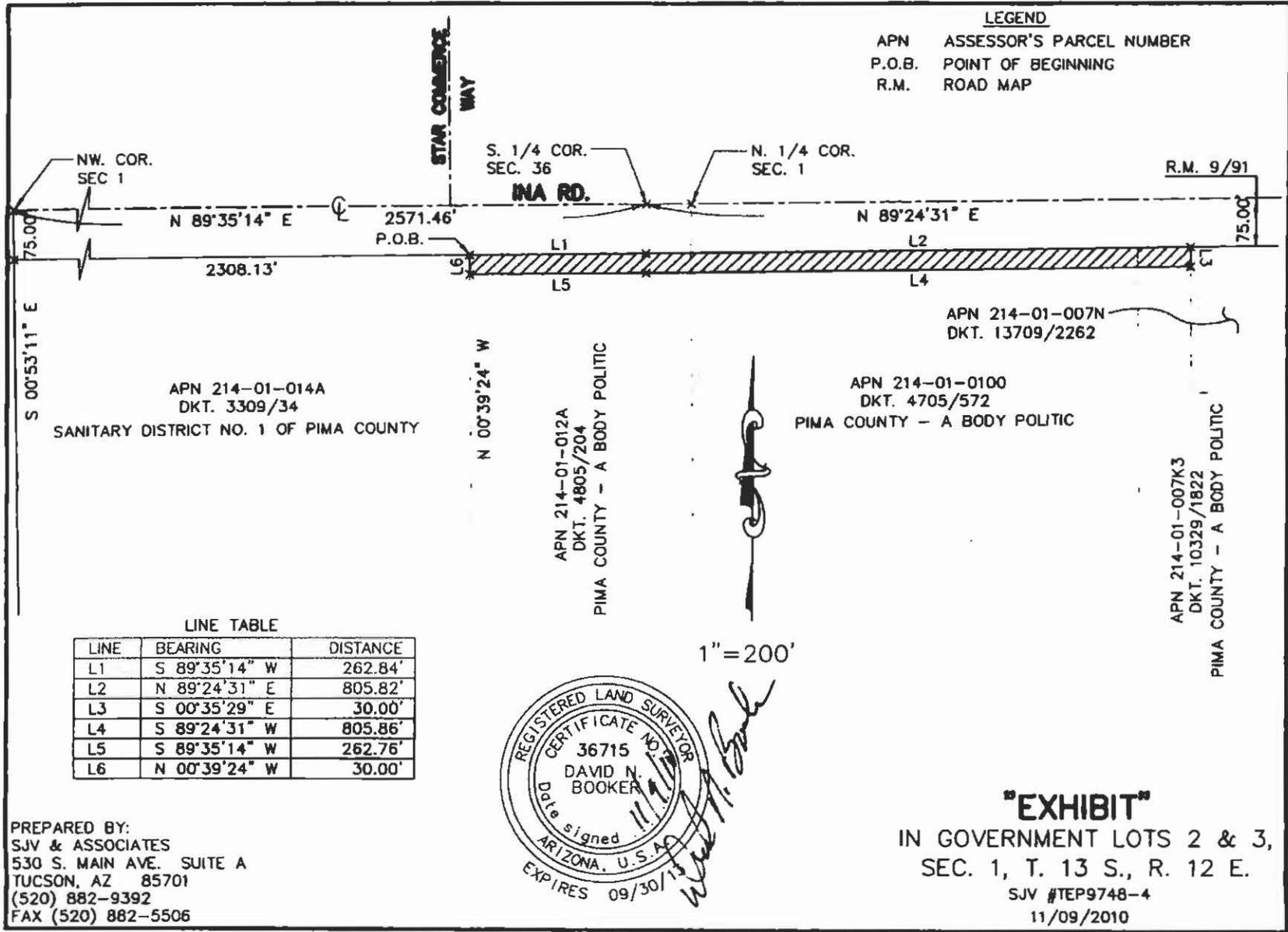
THENCE S 00° 35' 29" E. ALONG THE WEST LINE OF SAID DOCKET, A DISTANCE 30.00 FT.:

THENCE S 89° 24' 31" W. OF A LINE 30.00 FT. SOUTH OF AND PARALLEL TO SAID SOUTH RIGHT OF WAY LINE, A DISTANCE OF 805.86 FT.:

THENCE CONTINUING ALONG SAID SOUTH RIGHT OF WAY LINE, S 89° 35' 14" W, A DISTANCE OF 262.76 FT. TO THE WEST LINE OF SAID DOCKET 4805 AT PAGE 204:

THENCE N 00° 39' 24" W, ALONG SAID WEST LINE, A DISTANCE OF 30.00 FT. THE POINT OF BEGINNING:





F. ANN RODRIGUEZ, RECORDER  
Recorded By: BRC  
DEPUTY RECORDER  
4886



SEQUENCE: 20120130013  
NO. PAGES: 7  
EASMT 01/13/2012  
10:37  
PICK UP  
AMOUNT PAID: \$11.00

W  
TUCSON ELECTRIC POWER  
PICKUP

## RIGHT OF WAY EASEMENT

**PIMA COUNTY, a political subdivision of the State of Arizona and Successor in Interest and PIMA COUNTY FLOOD CONTROL DISTRICT, 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"), 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" pages 1 thru 4 ATTACHED HERETO AND BY THIS REFERENCE MADE APART HEREOF. Exhibit "A" page 1 is within a portions of Government Lots 6, 7, 10 and 13.

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.

2010-1-087  
W.R.#225326  
Pima County Waste Water  
Silvbell and Ina

Easement Page 1 of 3

EASE-11-03  
1+2/13/12  
Ina Rd WWTF  
214-01-012A, 014A+023C

2 of 2 7

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 3 day of JANUARY, 2012.

PIMA COUNTY, a political subdivision of the State of Arizona

*Christina Biggs*  
BY: CHRISTINA BIGGS

Manager, Real Property Services  
TITLE

STATE OF ARIZONA )  
                                  ) §  
COUNTY OF PIMA    )

This instrument was acknowledged before me, the undersigned notary public, this 3 day of JANUARY, 2012, by Christina Biggs as Manager of Real Property Services for Pima County, a political subdivision of the State of Arizona.

*[Signature]*  
Notary Public



In witness hereof, the Grantor has executed these presents this 28<sup>th</sup> day of December, 2011.

PIMA COUNTY FLOOD CONTROL DISTRICT, a political subdivision of the State of Arizona

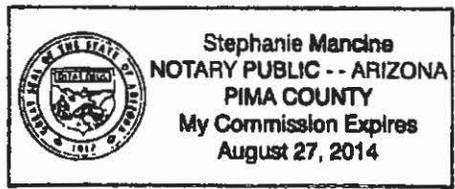
BY: *Christopher C. Cain*

DEPUTY DIRECTOR  
TITLE

STATE OF ARIZONA )  
COUNTY OF PIMA ) §

This instrument was acknowledged before me, the undersigned notary public, this 28<sup>th</sup> day of December, 2011, by Christopher Cain for Pima County Flood Control District, a political subdivision of the State of Arizona.

*Stephanie Mancina*  
Notary Public



# SJV & ASSOCIATES, LLC

530 South Main Avenue, Suite A • Tucson, Arizona 85701  
(520) 882-9392 • Fax (520) 882-5506

surveyors  
engineers  
planners

## Exhibit "A"

August 30, 2011  
SJV #TEP9748-6

### LEGAL DESCRIPTION

A 50 FT. WIDE STRIP OF LAND LOCATED IN SECTION 1, TOWNSHIP 13 SOUTH, RANGE 12 EAST, GILA AND SALT RIVER BASE AND MERIDIAN, PIMA COUNTY, ARIZONA, THE CENTERLINE OF WHICH IS DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 1:

THENCE N 89°35'14" E, ALONG THE NORTH LINE OF SAID SECTION AND ALSO BEING THE CENTERLINE OF INA RD. AS DESCRIBED IN BOOK 9 OF ROAD MAPS AT PAGE 91, RECORDS OF PIMA COUNTY, ARIZONA, A DISTANCE OF 2058.36 FT.:

THENCE S 00°24'46" E, A DISTANCE OF 105.00 FT. TO THE SOUTH LINE OF THAT RIGHT OF WAY EASEMENT AS DESCRIBED IN SEQUENCE NUMBER 20110800729, RECORDS OF PIMA COUNTY, ARIZONA, AND THE POINT OF BEGINNING:

THENCE S 83°48'55" E, A DISTANCE OF 136.02 FT.:

THENCE S 04°00'36" E, A DISTANCE OF 304.87 FT.:

THENCE S 05°47'50" E, A DISTANCE OF 330.33 FT.:

THENCE S 01°03'08" W, A DISTANCE OF 329.17 FT.:

THENCE S 02°52'01" E, A DISTANCE OF 328.01 FT.:

THENCE S 10°04'50" E, A DISTANCE OF 366.34 FT.:

THENCE S 63°16'12" E, A DISTANCE OF 645.10 FT.:

THENCE S 82°07'28" E, A DISTANCE OF 469.56 FT.:

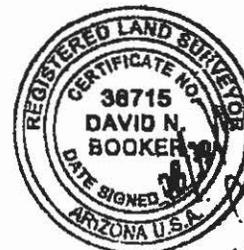
THENCE S 10°47'27" E, A DISTANCE OF 456.05 FT.:

THENCE S 00°14'43" E, A DISTANCE OF 467.41 FT.:

THENCE S 51°25'20" W, A DISTANCE OF 817.17 FT.:

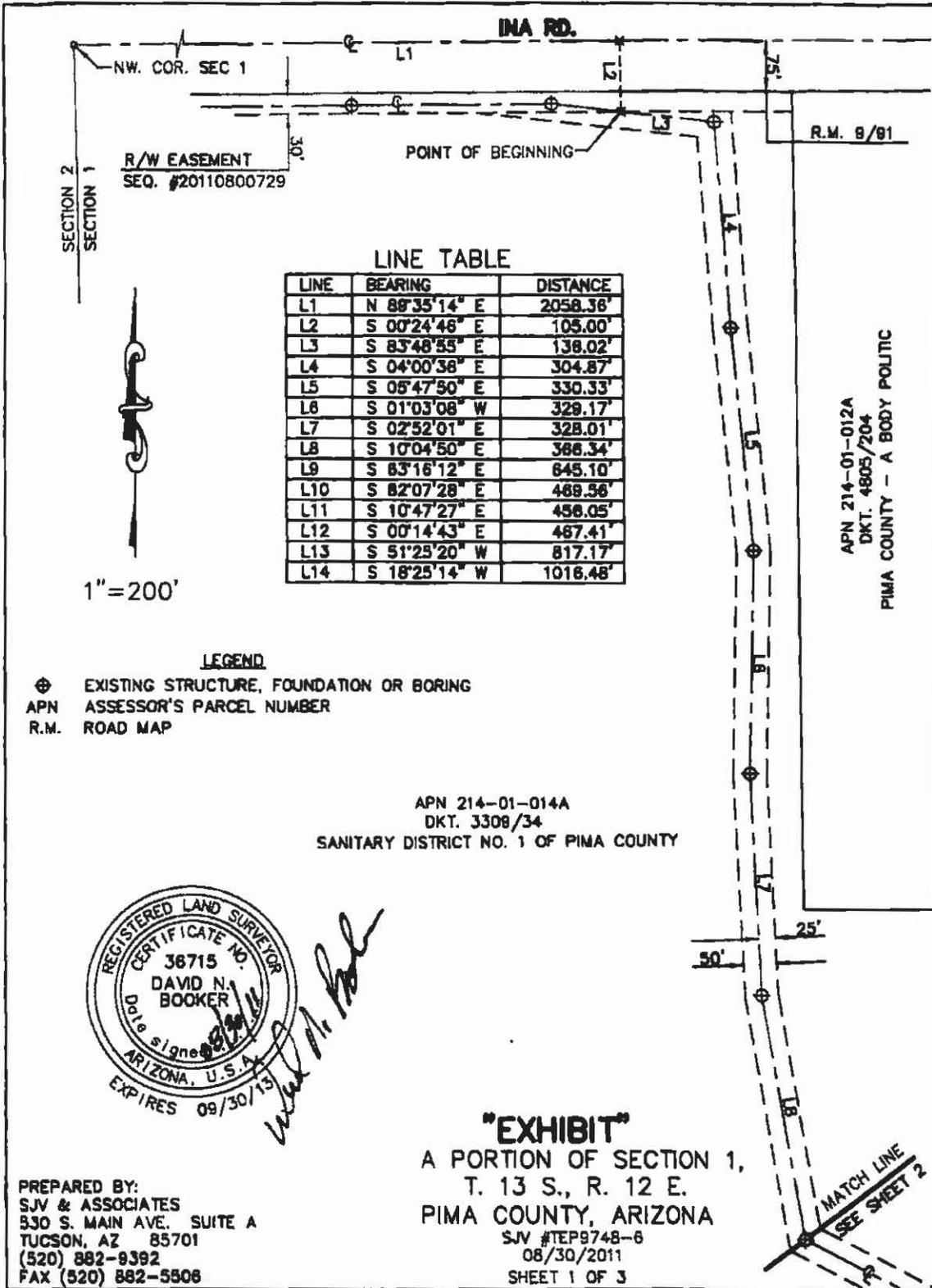
THENCE S 18°25'14" W, A DISTANCE OF 1016.48 FT. MORE OR LESS TO THE NORTHERLY RIGHT OF WAY OF SILVERBELI. RD. AS DESCRIBED IN BOOK 3 OF ROAD MAPS AT PAGE 10, RECORDS OF PIMA COUNTY, ARIZONA AND THE POINT OF TERMINUS.

THE SIDELINES OF WHICH SHALL EXTEND OR RETRACT TO INTERSECT THE APPROPRIATE EASEMENT AND RIGHT OF WAY LINES.



EXPIRES 9/30/13

Exhibit A page 2 of 4



**LINE TABLE**

LINE	BEARING	DISTANCE
L1	N 89°35'14" E	2058.36'
L2	S 00°24'46" E	105.00'
L3	S 83°48'55" E	138.02'
L4	S 04°00'36" E	304.87'
L5	S 05°47'50" E	330.33'
L6	S 01°03'08" W	329.17'
L7	S 02°52'01" E	328.01'
L8	S 10°04'50" E	366.34'
L9	S 83°16'12" E	645.10'
L10	S 82°07'28" E	469.56'
L11	S 10°47'27" E	458.05'
L12	S 00°14'43" E	467.41'
L13	S 51°25'20" W	817.17'
L14	S 18°25'14" W	1016.48'

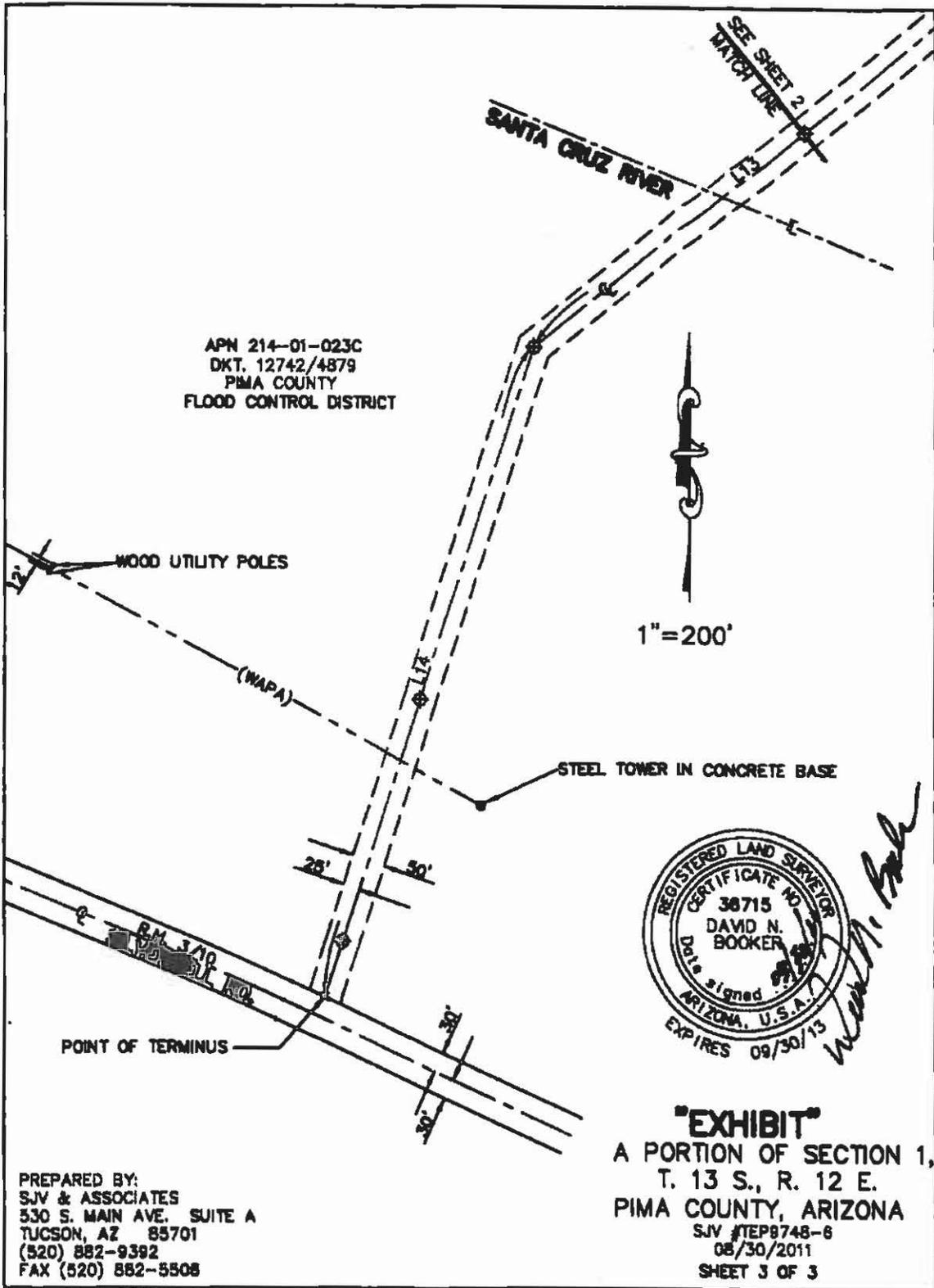
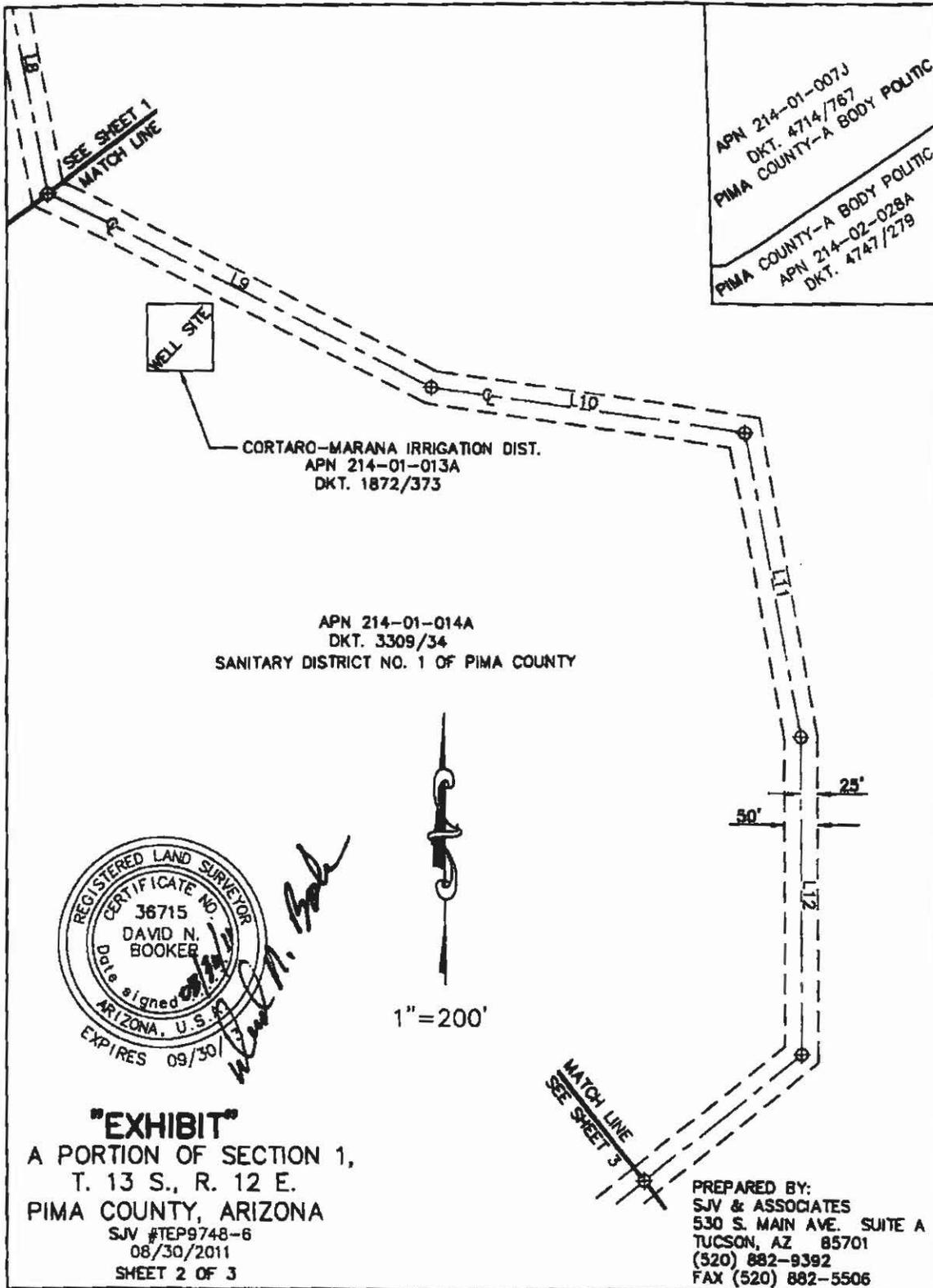


Exhibit A page 4 of 4



**"EXHIBIT"**  
A PORTION OF SECTION 1,  
T. 13 S., R. 12 E.  
PIMA COUNTY, ARIZONA  
SJV #TEP9748-6  
08/30/2011  
SHEET 2 OF 3

PREPARED BY:  
SJV & ASSOCIATES  
530 S. MAIN AVE. SUITE A  
TUCSON, AZ 85701  
(520) 882-9392  
FAX (520) 882-5506

F. ANN RODRIGUEZ, RECORDER  
Recorded By: LD  
DEPUTY RECORDER  
41

OTEPC  
TUCSON ELECTRIC POWER  
PICKUP



SEQUENCE: 20111530126  
NO. PAGES: 5  
EASMT 06/02/2011  
11:30  
PICK UP  
AMOUNT PAID: \$9.00

## RIGHT OF WAY EASEMENT

PIMA COUNTY, 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"), 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.

2011-1-041  
W.R.#235275  
CH2M Hill  
3027 W. El Camino Del Cerro

Easement Page 1 of 2

EASE-11-04  
21/13/13  
Sweetwater WWTF  
103-06-092F

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 20<sup>th</sup> day of MAY, 2011.

PIMA COUNTY, a political subdivision of the State of Arizona

*Christina Biggs*  
BY: CHRISTINA BIGGS

Manager, Real Property Services  
TITLE

STATE OF ARIZONA )  
                                  ) §  
COUNTY OF PIMA    )

This instrument was acknowledged before me, the undersigned notary public, this 20<sup>th</sup> day of MAY, 2011, by Christina Biggs as Manager of Real Property Services for Pima County, a political subdivision of the State of Arizona.

*[Signature]*  
Notary Public





# DARLING



ENVIRONMENTAL & SURVEYING, LTD.  
A CERTIFIED DBE, WBE AND SBE. FIRM  
U OF A SCIENCE AND TECHNOLOGY PARK  
9040 S. RITA RD. STE. 2350 TUCSON, AZ 85747-9145  
PH (520) 298-2725 • FAX (520) 298-2767

**LEGAL DESCRIPTION  
ELECTRIC UTILITY EASEMENT  
ACROSS LAND OF PIMA COUNTY**

THAT PORTION OF SECTION 21, TOWNSHIP 13 SOUTH, RANGE 13 EAST, GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT A 2" BRASS CAPPED SURVEY MONUMENT STAMPED "RLS 19817" AT THE NORTHWEST CORNER OF SAID SECTION 21 FROM WHICH A BRASS STEM IN A BRIDGE DECK AT THE NORTH QUARTER (1/4) CORNER OF SECTION 20 BEARS SOUTH 89 DEGREES 34 MINUTES 07 SECONDS WEST A DISTANCE OF 2,647.80 FEET;

THENCE SOUTH 12 DEGREES 18 MINUTES 26 SECONDS EAST A DISTANCE OF 3,247.07 FEET TO THE POINT OF BEGINNING,

THENCE SOUTH 18 DEGREES 50 MINUTES 09 SECONDS EAST A DISTANCE OF 21.66 FEET TO A POINT,

THENCE NORTH 66 DEGREES 27 MINUTES 49 SECONDS WEST A DISTANCE OF 90.25 FEET TO A POINT,

THENCE SOUTH 23 DEGREES 32 MINUTES 11 SECONDS WEST A DISTANCE OF 18.00 FEET TO A POINT,

THENCE NORTH 66 DEGREES 27 MINUTES 49 SECONDS WEST A DISTANCE OF 15.00 FEET TO A POINT,

THENCE NORTH 23 DEGREES 32 MINUTES 11 SECONDS EAST A DISTANCE OF 18.00 FEET TO A POINT,

THENCE NORTH 21 DEGREES 06 MINUTES 29 SECONDS WEST A DISTANCE OF 543.44 FEET TO A POINT,

THENCE NORTH 68 DEGREES 53 MINUTES 31 SECONDS EAST A DISTANCE OF 16.00 FEET TO A POINT,

THENCE SOUTH 21 DEGREES 06 MINUTES 29 SECONDS EAST A DISTANCE OF 536.76 FEET TO A POINT,

THENCE SOUTH 66 DEGREES 27 MINUTES 49 SECONDS EAST A DISTANCE OF 83.97 FEET TO THE POINT OF BEGINNING.

SAID EASEMENT CONTAINING 0.24 ACRES MORE OR LESS.



EL CAMINO DEL CERRO 17 16  
 S 89°34'07" W 2647.80'  
 (BASIS OF BEARING) 20 21

FOUND BRASS STEM  
 IN BRIDGE DECK  
 N ¼ COR. SEC. 20

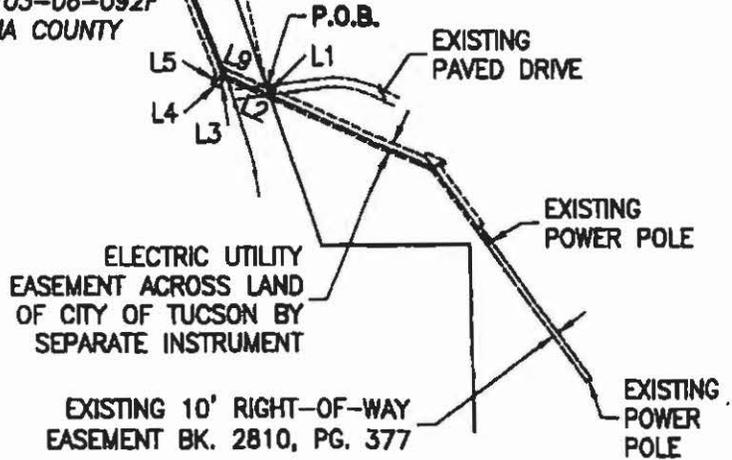
FOUND B.C.S.M.  
 STAMPED RLS 19817  
 N.E. COR. SEC. 20

PROPOSED CONSTRUCTION  
 TRAILER LOCATION

LINE TABLE		
LINE	LENGTH	BEARING
L1	21.66'	S18°50'09"E
L2	90.25'	N66°27'49"W
L3	18.00'	S23°32'11"W
L4	15.00'	N66°27'49"W
L5	18.00'	N23°32'11"E
L6	543.44'	N21°06'29"W
L7	16.00'	N68°53'31"E
L8	536.76'	S21°06'29"E
L9	83.97'	S66°27'49"E

APN 103-06-092F  
 PIMA COUNTY

APN 103-06-092G  
 CITY OF TUCSON



20 21  
 29 28

SWEETWATER DRIVE



PREPARED FOR: **CH2M HILL**  
 EL CAMINO DEL CERRO  
 TUCSON, ARIZONA

TITLE: **EXHIBIT FOR ELECTRIC UTILITY  
 EASEMENT ACROSS LAND OF  
 PIMA COUNTY**

**DARLING**

ENVIRONMENTAL & SURVEYING, LTD.  
 UNIVERSITY OF ARIZONA TECHNOLOGY PARK  
 9040 J. RITA ROAD, SUITE 2380 - TUCSON, AZ 85747  
 PH (520)298-2725 - FAX (520)298-2267

Scale: 1" = 300'

DRAWING No. **CH2-S11-002**  
 04/27/11

REVISION

F. ANN RODRIGUEZ, RECORDER  
Recorded By: BRC

DEPUTY RECORDER  
4886

PCREA  
PIMA CO REAL PROPERTY SERVICES  
PICKUP



SEQUENCE: 20113560270  
NO. PAGES: 6  
EASMT 12/22/2011 14:43  
PICK UP  
AMOUNT PAID: \$0.00

**EASEMENT**

THIS INDENTURE made between the Pima County, a political subdivision of the State of Arizona, Grantor(s) and the CITY OF TUCSON, a municipal corporation, Grantee, hereinafter called the CITY

**WITNESSETH:**

That the Grantor(s), in consideration of Ten Dollars (\$10.00) and other valuable consideration, the receipt and adequacy of is hereby acknowledged, do(es) hereby convey to the City of Tucson, a municipal corporation, its successors and assigns, a perpetual right-of-way, privilege and easement for any water pipes or mains now laid or which hereafter may be laid, together with the right to enter into and upon for the purpose of maintaining, repairing, and replacing said pipes and mains, including the right of attaching thereto meters, fire hydrants, valves, regulators, services, and all other things necessary in the construction and maintenance thereof, and also the right to enter into and upon for the purpose of removing the same at the sole discretion of the City; said easement being in, on, through, over, across and under the following described parcel of land situate in the County of Pima, State of Arizona, to-wit:

See Attached EXHIBIT "A"

Affidavit Exempt A.R.S. §11-1134 (A) (2) (3)

TO HAVE AND TO HOLD the same unto the City, and to its successors and assigns forever

IN WITNESS WHEREOF, the Grantor has executed this instrument  
this 15<sup>th</sup> day of DECEMBER, 2011.

Pima County, a political subdivision of the State of Arizona

By: Christina Biggs

As: MANAGER, REAL PROPERTY SERVICES

STATE OF ARIZONA )

)ss.

COUNTY OF PIMA )

This instrument was acknowledged before me this 15<sup>th</sup> day of DECEMBER, 2011,  
by CHRISTINA BIGGS as MANAGER, REAL PROPERTY SERVICES of Pima County, a  
political subdivision of the State of Arizona.



[Signature]  
Notary Public

2011-004, Romp Central Laboratory Complex PHII

EASE-11-05  
2013/13  
PC WW Central Lab  
103-04-001F



**Stantec**

Stantec Consulting Inc.  
201 North Bonita Avenue Suite 101  
Tucson AZ 85745-2999  
Tel: (520) 750-7474  
Fax: (520) 750-7470

## DESCRIPTION OF A PUBLIC WATER EASEMENT

DESCRIPTION of a public water easement over, under and across a portion of Pima County Assessor's parcel 103-04-001F. Lying within Sections 20 and 21, Township 13 South, Range 13 East, Gila and Salt River Meridian, Pima County, Arizona. Said easement being more particularly described as follows:

**COMMENCING** at a brass capped survey monument marked RLS 19316 at the Northeast corner of said parcel, from which a 4 inch open iron pipe at the Northwest corner of said parcel bears N 89°53'13" W, for a distance of 1434.43 feet as shown on the Record of Survey of said parcel as recorded on Book 74, Records of Survey, Page 42, Pima County Recorder; **THENCE** S 39°56'34" E, along the East line of said parcel, a distance of 64.40 feet to the **POINT OF BEGINNING**;

**THENCE** continue along said East line, S 39°56'34" E, a distance of 15.05 feet;

**THENCE** departing said line, S 54°35'30" W, a distance of 33.58 feet;

**THENCE** S 07°20'30" W, a distance of 3.44 feet;

**THENCE** S 39°56'34" E, a distance of 212.48 feet;

**THENCE** S 05°03'26" W, a distance of 17.53 feet;

**THENCE** S 50°03'26" W, a distance of 91.11 feet;

**THENCE** S 39°56'34" E, a distance of 55.77 feet;

**THENCE** S 12°18'42" E, a distance of 110.37 feet;

**THENCE** S 01°41'49" E, a distance of 246.95 feet;

**THENCE** S 43°18'11" W, a distance of 26.19 feet;

**THENCE** S 57°17'01" W, a distance of 213.14 feet;

**THENCE** S 32°42'59" E, a distance of 32.50 feet;

**THENCE** S 57°17'01" W, a distance of 15.00 feet;

**THENCE** N 32°42'59" W, a distance of 47.50 feet;

**THENCE** N 57°17'01" E, a distance of 226.30 feet;

JK  
2/3

THENCE N 43°18'11" E, a distance of 18.14 feet;  
THENCE N 01°41'49" W, a distance of 41.13 feet;  
THENCE S 88°18'11" W, a distance of 43.80 feet;  
THENCE N 46°29'55" W, a distance of 35.96 feet;  
THENCE S 43°30'05" W, a distance of 14.68 feet;  
THENCE N 46°29'55" W, a distance of 15.00 feet;  
THENCE N 43°30'05" E, a distance of 14.07 feet;  
THENCE N 01°29'55" W, a distance of 7.88 feet;  
THENCE S 88°30'05" W, a distance of 3.47 feet;  
THENCE N 01°41'49" W, a distance of 15.00 feet;  
THENCE N 88°30'05" E, a distance of 3.53 feet;  
THENCE N 01°29'55" W, a distance of 21.50 feet;  
THENCE N 88°30'05" E, a distance of 15.00 feet;  
THENCE S 01°29'55" E, a distance of 37.31 feet;  
THENCE S 46°29'55" E, a distance of 39.11 feet;  
THENCE N 88°18'11" E, a distance of 37.56 feet;  
THENCE N 01°41'49" W, a distance of 183.21 feet;  
THENCE N 12°18'42" W, a distance of 105.29 feet;  
THENCE N 39°56'34" W, a distance of 124.43 feet;  
THENCE S 50°03'26" W, a distance of 23.17 feet;  
THENCE S 88°18'11" W, a distance of 236.19 feet;  
THENCE S 01°41'49" E, a distance of 12.00 feet;  
THENCE S 88°18'11" W, a distance of 15.00 feet;  
THENCE N 01°41'49" W, a distance of 126.32 feet;  
THENCE N 88°18'11" E, a distance of 15.00 feet;

THENCE S 01°41'49" E, a distance of 99.32 feet;  
THENCE N 88°18'11" E, a distance of 230.99 feet.  
THENCE N 50°03'26" E, a distance of 17.96 feet;  
THENCE N 39°56'34" W, a distance of 108.46 feet;  
THENCE N 50°03'26" E, a distance of 15.00 feet;  
THENCE S 39°56'34" E, a distance of 180.81 feet;  
THENCE N 50°03'26" E, a distance of 84.89 feet;  
THENCE N 05°03'26" E, a distance of 5 10 feet;  
THENCE N 39°56'34" W, a distance of 212.83 feet;  
THENCE N 07°20'30" E, a distance of 16.56 feet;  
THENCE N 54°35'30" E, a distance of 38.95 feet to the POINT OF BEGINNING.

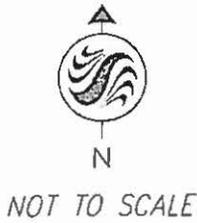
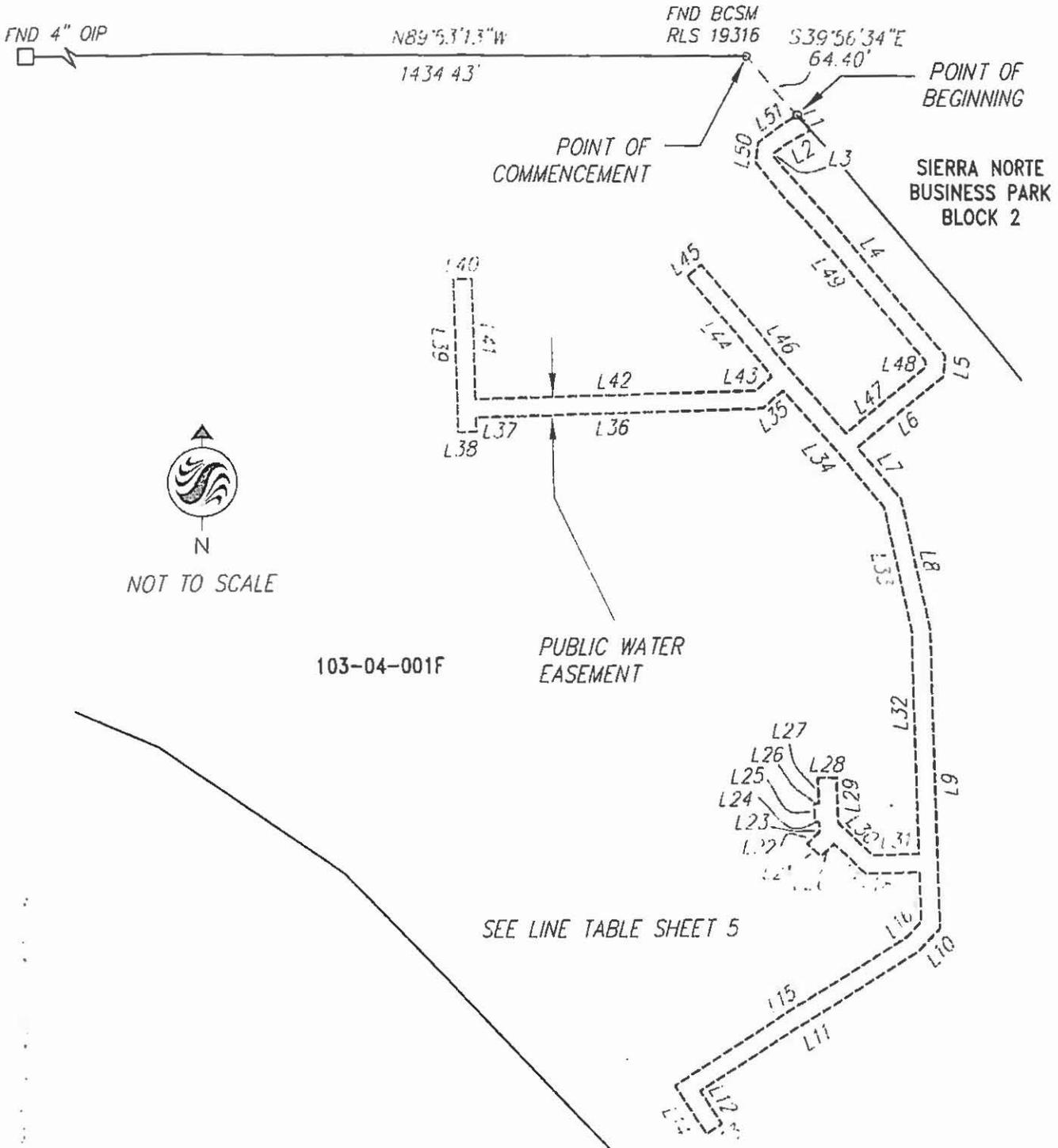
CONTAINING: 26,489 square feet or 0.61 acres of land, more or less.

*Disclaimer: Stantec Consulting accepts no liability for this description if it has been modified or reformatted in any way from its original format and content, or used for any purpose other than that for which it was originally intended.*

Prepared by Peter D. Cote, RLS  
Prepared on December 21, 2010  
Revised February 11, 2011  
Prepared for and on behalf of Stantec Consulting Inc.  
Project Number: 185629330  
Set 112



EXPIRES 3-31-2012



103-04-001F

PUBLIC WATER EASEMENT

SEE LINE TABLE SHEET 5

THIS SKETCH IS FOR EXHIBIT PURPOSES ONLY AND DOES NOT  
CONSTITUTE A PROPERTY BOUNDARY SURVEY.

December, 2010  
185629330



**Stantec**

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Tucson AZ U.S.A.  
85745-2999  
Tel. 520.750.7474  
Fax. 520.750.7470  
www.stantec.com

Client/Project  
PIMA COUNTY  
ROMP  
CENTRAL LABORATORY COMPLEX

Figure No

Title

Description Exhibit  
Public Water Easement

LINE TABLE			LINE TABLE		
LINE	LENGTH	BEARING	LINE	LENGTH	BEARING
L1	15.05	S39°56'34"E	L27	21.50	N01°29'55"W
L2	33.58	S54°35'30"W	L28	15.00	N88°30'05"E
L3	3.44	S07°20'30"W	L29	37.31	S01°29'55"E
L4	212.48	S39°56'34"E	L30	39.11	S46°29'55"E
L5	17.53	S05°03'26"W	L31	37.56	N88°18'11"E
L6	91.11	S50°03'26"W	L32	183.21	N01°41'49"W
L7	55.77	S39°56'34"E	L33	195.29	N12°18'42"W
L8	110.37	S12°18'42"E	L34	124.43	N39°56'34"W
L9	246.95	S01°41'49"E	L35	23.17	S50°03'26"W
L10	26.19	S43°18'11"W	L36	236.19	S88°18'11"W
L11	213.14	S57°17'01"W	L37	12.00	S01°41'49"E
L12	32.50	S32°42'59"E	L38	15.00	S88°18'11"W
L13	15.00	S57°17'01"W	L39	126.32	N01°41'49"W
L14	47.50	N32°42'59"W	L40	15.00	N88°18'11"E
L15	226.30	N57°17'01"E	L41	99.32	S01°41'49"E
L16	18.14	N43°18'11"E	L42	230.99	N88°18'11"E
L17	41.13	N01°41'49"W	L43	17.96	N50°03'26"E
L18	43.80	S88°18'11"W	L44	108.46	N39°56'34"W
L19	35.96	N46°29'55"W	L45	15.00	N50°03'26"E
L20	14.68	S43°30'05"W	L46	180.81	S39°56'34"E
L21	15.00	N46°29'55"W	L47	84.89	N50°03'26"E
L22	14.07	N43°30'05"E	L48	5.10	N05°03'26"E
L23	7.88	N01°29'55"W	L49	212.83	N39°56'34"W
L24	3.47	S88°30'05"W	L50	16.56	N07°20'30"E
L25	15.00	N01°41'49"W	L51	38.95	N54°35'30"E
L26	3.53	N88°30'05"E			

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CONSTITUTE A PROPERTY BOUNDARY SURVEY.

December, 2010  
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Client/Project

PIMA COUNTY  
ROMP  
CENTRAL LABORATORY COMPLEX

Figure No

Title

Description Exhibit  
Public Water Easement