

F. ANN RODRIGUEZ, RECORDER

Recorded By: LD

DEPUTY RECORDER

41

PCREA

PIMA CO REAL PROPERTY SERVICES

PICKUP



SEQUENCE: 20111820274  
NO. PAGES: 4  
EASMNT 07/01/2011  
15:43  
PICK UP  
AMOUNT PAID: \$0.00

WHEN RECORDED RETURN TO:  
PIMA COUNTY REAL PROPERTY SERVICES  
201 N. STONE, 6<sup>TH</sup> FLOOR  
TUCSON, AZ 85701

**DOCUMENT TITLE: Utility Easement**

RecordedDocReturn.Frm

EASE-11-07  
14/14/14  
Theresa Lee Clinic  
116-20-027B

4

UTILITY EASEMENT

Pima County (hereinafter referred to as "Grantor"), hereby grants to QWEST CORPORATION, a Colorado corporation, and to any other public utility that is regulated by the Arizona Corporation Commission, their successors and assigns (hereinafter referred to as "Grantee"), an easement and right of way to construct, use, maintain, operate, alter, upgrade, add to, repair, replace, reconstruct, inspect and remove at any time and from time to time the lines and appurtenant facilities and equipment owned by Grantee for the transmission and distribution of electricity, telephone, other communications services, gas, water and cable television, consisting of wires, underground conduits, cables, vaults, cabinets, manholes, handholes, and including above-ground enclosures, markers, concrete pads, risers, poles, anchors, guide wires and other appurtenant fixtures and equipment necessary or useful for distributing electrical energy and communication facilities, gas, water and cable television (collectively the "Facilities"), 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 further conveys to Grantee the right of ingress and egress to and from the Easement Area during all periods of construction, maintenance, installation, reinforcement, repair and removal over and across Grantor's lands with the right to clear and keep cleared all trees and other obstructions as may be necessary for Grantee's use and enjoyment of the Easement Area.

Grantor reserves the right to occupy, use and cultivate the Easement Area for all purposes not inconsistent with the rights herein granted.

Grantor covenants that Grantor is the fee simple owner of the Easement Area or has an interest in the Easement Area. Grantor will warrant and defend title to the Easement Area against all claims.

Grantor hereby covenants that no excavation, structure or obstruction will be erected or permitted on the Easement Area and no change will be made by grading or otherwise that would adversely affect Grantee's use and enjoyment of the Easement Area.

The rights, conditions and provisions of this Agreement shall run with the land and shall inure to the benefit of and be binding upon Grantor and Grantee and their respective successors and assigns.

In witness hereof, the Grantor has executed these presents this 30<sup>th</sup> day of JUNE, 2011.

GRANTORS:

*[Handwritten signature]*

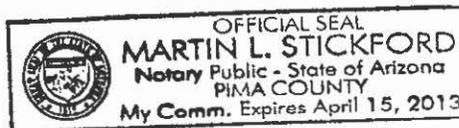
State of Arizona )  
County of PIMA ) ss.

This instrument was acknowledged before me, the undersigned notary public by CHRISTINA BIGGS, MANAGER, REAL PROPERTY SERVICES this 30<sup>th</sup> day of JUNE, 2011.

My Commission Expires: 4-15-2013

*[Handwritten signature]*  
Notary Public

RW# \_\_\_\_\_ Job H81A505  
Exchange -Tucson Main, County- Pima  
Section 14, Township 14 South, Range 13 East



**Exhibit A**  
**Legal Description**

**Utility Easement**

A 5.00 foot Easement for communications facilities and equipment over a portion of that certain parcel as recorded in Docket 11904 at page 2528 being a portion of the northeast quarter of the of Section 14, Township 14 South, Range 14 East, Gila and Salt River Meridian, Pima County, Arizona lying 2.50 feet on each side of the following described centerline:

**COMMENCING** at a one-half inch rebar tagged "LS 10046" monumenting the southwest corner of that certain parcel recorded in Book 854 of Deeds at page 525 also shown as "EXISTING CLINIC PARCEL" on the amended final plat for Rio Nuevo recorded in Book 57 of Maps and Plats at page 40, Pima County Arizona;

**Thence** North 02°41'22" West upon the west line of said parcel described in Book 854 of Deeds at page 525, a distance of 176.44 feet to the **POINT OF BEGINNING**;

**Thence** North 84°49'39" East 37.53 feet;

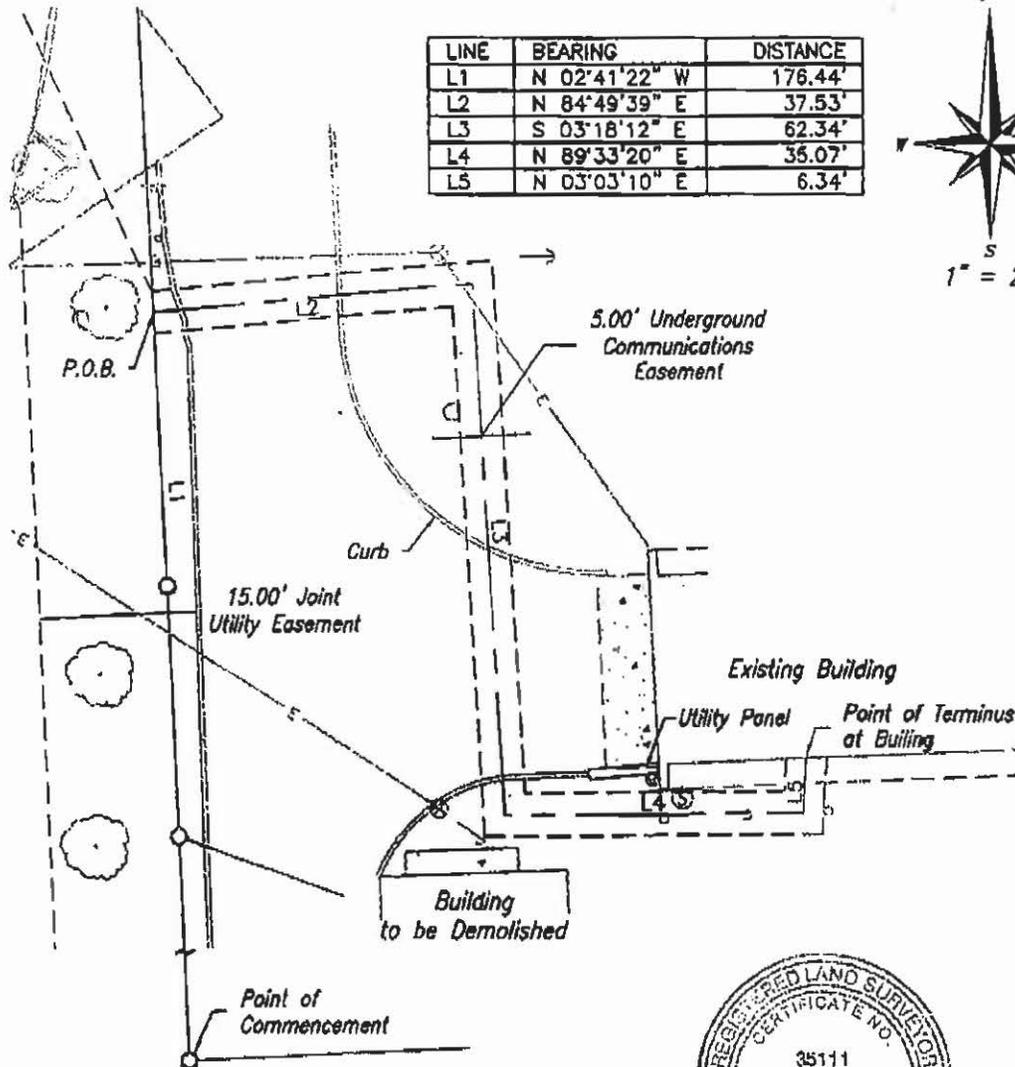
**Thence** South 03°18'12" East 62.34 feet;

**Thence** North 89°33'20" East 35.07 feet;

**Thence** North 03°03'10" East a distance of 6.34 feet to the **POINT OF TERMINUS**.

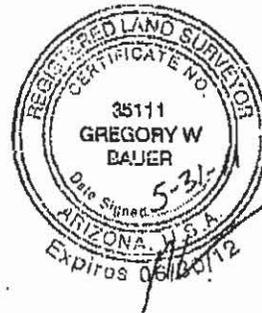


LINE	BEARING	DISTANCE
L1	N 02°41'22" W	176.44'
L2	N 84°49'39" E	37.53'
L3	S 03°18'12" E	62.34'
L4	N 89°33'20" E	35.07'
L5	N 03°03'10" E	6.34'



**Legend**

- Overhead Electric
- ⊙ Sewer Clean-out
- ⊙ Water Valve
- ⊙ Utility Pole
- Sign
- Guy Wire
- ⊙ Tree



Qwest Job No. H81A505  
 A.L.S. No. 11322  
 May 31, 2011  
 NE Qtr. Sec. 14, T14S, R13E, G.&S.R.M.

**Easement Exhibit**  
 332 S. Freeway, NE Qtr. Sec. 14, T14S,  
 R13E, G.& S.R.M.,  
 Pima County, Arizona

**Arrow Land Survey, Inc.**  
 3121 E. Kleindale Road Tucson, AZ 85716  
 Ph. 520-881-2155, Fax 520-881-2466  
 gbauer@arrowlandsurvey.com

F. ANN RODRIGUEZ, RECORDER  
Recorded By: MRB  
DEPUTY RECORDER  
1562

PCREA  
PIMA CO REAL PROPERTY SERVICES  
PICKUP



SEQUENCE : 20130290262  
NO. PAGES : 8  
EASMNT 01/29/2013  
13:19  
PICK UP  
AMOUNT PAID : \$0.00

WHEN RECORDED MAIL TO:  
Southwest Transmission Cooperative, Inc.  
Land Services Department  
P.O. Box 2195  
Benson, AZ 85602

Easement #NT-Sah  
County: Pima

**A TRANSMISSION LINE RIGHT-OF-WAY EASEMENT AGREEMENT**

WHEREAS, **Southwest Transmission Cooperative, Inc.**, a not for profit transmission cooperative corporation organized pursuant to the laws of the State of Arizona ("SWTC"), with its principal offices in Benson, Arizona desires to establish an easement for its transmission operations and other related purposes.

NOW, THEREFORE, for good and valuable consideration in the amount of **\$60,000.00**, the undersigned party, **Pima County**, a political subdivision of the State of Arizona ("**Grantor**"), does hereby grant to SWTC, a perpetual, non-exclusive easement and right-of-way (the "**Easement**") for electric power transmission and other related purposes, and for data and communication transmission and other related purposes, to include electric transmission cabling, fiber optic cabling, and other related equipment that, from time to time, may be repaired, upgraded, or replaced (collectively the "**Permitted Uses**"), and for no other purpose except as provided in this Easement, upon, over, and under a parcel of land, more particularly described in Exhibit A and depicted on Exhibit A-1 attached hereto and made a part hereof (the "**Easement Area**"), subject to the following terms and conditions:

1. Title and Authority. Grantor covenants that it holds title to the Easement Area and that it has the authority to grant this Easement.
2. Scope of Use. These Permitted Uses shall include the unimpeded and uninterrupted ingress and egress right to enter the Easement Area and to survey, locate, construct, reconstruct, operate, maintain, repair, rebuild, upgrade, remove, permit the attachment of wires, and patrol a transmission line consisting of one or more lines or facilities of structures and poles supporting, thereon, conductors of one or more electric circuits of any voltage thereon, or data and communication cabling, circuits, or repeaters, or other related equipment, and all necessary and proper guys, anchorage, cross arms, braces, and other fixtures for use in connection therewith (all of the foregoing, together with electric transmission cabling, fiber optic cabling, and other related equipment is hereinafter referred to as the "**Equipment**").

EASE-11-09  
23/16/15  
P.C. Fairgrounds  
305-01-014F + 013A

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3. Maintenance. The Permitted Uses shall include the right to cut back and trim such portion of the branches and tops of the trees, brush, and plant growth now growing that may hereafter extend over the Easement Area, so as to prevent the same from interfering with the efficient construction, maintenance, and operation of said transmission or data and communication line(s), together with the present and future right to clear the Easement Area and to keep the same clear of brush, timber, inflammable or unauthorized structures or any other materials deemed by SWTC to be fire hazards. Crops grown from seed on an annual basis shall not be considered a fire hazard. All materials removed from the Easement Area pursuant to this paragraph shall become the property of SWTC and shall be disposed of by SWTC in any manner it deems suitable provided that (i) all such materials shall be removed from the Easement Area and any land adjoining the Easement Area owned by Grantor, and (ii) the disposal of such materials is in compliance with all applicable laws, rules, and regulations.

4. SWTC Responsibilities.

A. All damages to the Easement Area and any other property of Grantor (except as expressly permitted by this Easement) caused by constructing, maintaining, replacing, repairing, or removing the Equipment shall be borne by SWTC, its successors, or assigns.

B. SWTC shall maintain the Easement Area and the Equipment in a clean and safe condition.

C. SWTC shall exercise due care and diligence in the exercise of its rights and privileges granted herein. SWTC agrees to indemnify, defend, and hold Grantor harmless, to the extent of SWTC's negligence or intentional misconduct, from third-party claims, liabilities, demands, losses, actions, judgments, costs, expenses (including without limitation attorney's fees), or damages of any kind or character, whether to persons, animals, or property, arising out of or connected with the Permitted Uses.

D. SWTC expressly acknowledges that this Easement is subject to all prior valid existing reservations in patents, easements, rights-of-way, covenants, conditions, restrictions, obligations, and liabilities that may or may not appear of public record.

E. SWTC agrees to permit no liens or encumbrances (except for the continuing lien of the United States of America acting through the Rural Utilities Services, the Department of Agriculture, National Rural Utilities Cooperative Finance Cooperation) to attach to or remain upon the Easement Area as a result of the Permitted Uses.

5. Grantor Responsibilities.

A. Grantor shall not construct or permit to be constructed or placed any building, facility, including houses, mobile homes, signs, storage tanks, mechanical irrigation equipment, septic systems, swimming pools, tennis courts, corrals, golf courses, water courses or retention ponds or similar facilities upon, above, or under the Easement Area. Grantor shall not construct or permit to be constructed or placed any fuel storage, explosives, or other flammable items or objects upon, above, or under the Easement Area. No other

- facility or improvement, such as fencing or roads, may be constructed or placed on the Easement Area without the prior written approval of SWTC, which shall not be unreasonably withheld. Grantor shall provide SWTC with any conceptual or development plans for future planned uses of the property for its review and comments.
  - B. Grantor shall not construct or permit to be constructed or placed any building, facility, or improvement of any kind within 50 feet of any transmission structures erected by SWTC.
  - C. Grantor shall not block SWTC access to the Easement Area or interfere with the Permitted Uses. Grantor agrees to relocate or alter at no cost to SWTC any facility or improvement constructed or installed by Grantor in violation of the terms of this Easement.
  - D. Grantor shall not grant any other easement and/or right-of-way on, above, or under the Easement Area without first having secured the written approval of SWTC, which shall not be unreasonably withheld.
  - E. Grantor shall provide 10 days' prior written notice to SWTC before any removal or demolition of any facility or improvement in the Easement Area or within 50 feet of any transmission structure erected by SWTC, or when such removal or demolition may interfere with the Permitted Uses.
  - F. Grantor may use the Easement Area for any purpose that does not interfere with the Permitted Uses.
6. Runs with the Land. This Easement shall run with the land and inure to the benefit of and be binding upon the successors and assigns of Grantor and SWTC.

George Widugiris 1/28/13  
George Widugiris, Procurement Director

Christina Biggs  
Christina Biggs, Manager, Real Property Services  
~~NEIL J. KONIGSBERG~~

APPROVED AS TO CONTENT:

Rafael Payan 11.26.12  
Rafael Payan, Director, Natural Resources, Parks & Recreation

APPROVED AS TO FORM:

Neil J. Konigsberg  
~~Neil J. Konigsberg~~, Deputy County Attorney

ACCEPTED BY: SOUTHWEST TRANSMISSION COOPERATIVE, INC

Michael K. Saunders  
Michael K. Saunders, Land Services Manager

10-30-12  
Date

Exhibit A

EASEMENT DESCRIPTION, SECTION 22

THAT PART OF SECTION 22, T 16 S, R 15 E, G&SRM, BEING A STRIP OF LAND 90 FEET WIDE, SAID STRIP OF LAND LYING 45 FEET EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

COMMENCING AT THE NE CORNER OF SAID SECTION 22, SAID POINT BEING MONUMENTED BY A 1/2" REBAR, PCDOT 29, AS REFERENCED BY PIMA COUNTY SURVEY MONUMENT REFERENCE RECORD, DATED 02-28-06, THENCE S 00°03'34" W, A DISTANCE OF 1900.67' TO A POINT IN THE CENTER OF AN EXISTING POWER LINE, SAID POINT BEING THE TRUE POINT OF BEGINNING FOR THIS EASEMENT CENTERLINE,

THENCE N 89°45'52" W, ALONG SAID CENTERLINE, A DISTANCE OF 5291.97 FEET TO A POINT IN THE WEST LINE OF SAID SECTION 22 AND THE TERMINUS OF THIS EASEMENT. FROM WHICH THE NW CORNER OF SAID SECTION 22, BEARS N 00°02'26" E, A DISTANCE OF 1880.87 FEET, SAID POINT BEING MONUMENTED BY A 3 1/4" ALUMINUM CAPPED PIPE, RLS 13187.

LENGTH: 5291.87 FEET, AREA: 10.93 ACRES

JOB NO. 1917 P1L

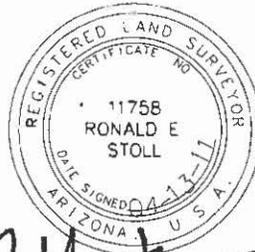
*PANTANO TO SAHUARITA 230 KV POWER LINE  
OWNED BY SOUTHWEST TRANSMISSION POWER LINE*

LYING IN THE N 1/2 OF SECTION 22, T 16 S R 15 E G. & S.R.M. PIMA COUNTY, ARIZONA

EASEMENT SURVEY

RES LAND SURVEYS, INC.

2309 E. BROADWAY BLVD.  
TUCSON, ARIZONA 85719



*RM & Stoll*

RONALD E. STOLL, LS 11758

EXP: 06/30/2010

S 16 S 15

S 21 S 22

S 15 S 14

S 22 S 23

DAWN RD.

**NOTES**

BASIS OF BEARING WAS GEODETIC FROM GPS OBSERVATIONS.

THIS SURVEY WAS BASED ON FOUND MONUMENTATION WITHIN SECTION 20.

REFERENCE IS MADE TO HOUGHTON ROAD ESTABLISHMENT PROCEEDINGS NO. 1233, DATED 11/06/1961.

REFERENCE IS MADE TO AN UNRECORDED SURVEY FOR THE 230 KV TRANSMISSION LINE, JOB NO. D-571200-11-0099-Y033-C, DATED 04/12/1973.

THIS SURVEY WAS PERFORMED FOR SOUTHWEST TRANSMISSION COOPERATIVE, INC.



*RM & Stoll*

RONALD E. STOLL, LS 11758

EXP: 06/30/2010

**SECTION 22**

PIMA COUNTY  
AP# 305-01-013A

N 00°02'26" E  
2608.13'  
1880.87'  
(1879.1')

S 00°03'34" W  
2637.53'  
1900.67'  
(1899.0')



(N 89°48' W)  
N 89°45'52" W  
10635.72'

5291.97'  
(5282.09')

**LEGEND**

- FOUND 1/2" REBAR, TAGGED PCDOT #29
- ⊙ NOTHING FOUND OR SET
- ⊙ SET 1/2" DIAM. REBAR AND BRASS TAG, LS 11758
- ( ) RECORD BEARING AND OR DISTANCE, D-571200-11-0099-Y033-C, 4/1973
- [ ] RECORD BEARING AND OR DISTANCE, PROCEEDINGS NO. 1233, BK. 09, PG. 92

WITNESS CORNER

S 21 S 22

S 22 S 23

A PORTION OF  
**PANTANO TO SAHUARITA 230 KV POWER LINE**  
OWNED BY SOUTHWEST TRANSMISSION POWER LINE

SCALE: 1" = 500'

JOB NO.

LYING IN THE N 1/2 OF SECTION 22, T 16 S R 15 E G. & S.R.M. PIMA COUNTY, ARIZONA

**EASEMENT SURVEY**

**RES LAND SURVEYS, INC.**

2309 E. BROADWAY BLVD.  
TUCSON, ARIZONA 85719

Exhibit A-1

EASEMENT SURVEY

RES LAND SURVEYS, INC. 2309 E. BROADWAY BLVD. TUCSON, ARIZONA 85719

LYING IN THE N 1/2 OF SECTION 23, T 16 S R 15 E G. & S.R.M. PIMA COUNTY, ARIZONA

JOB NO. 1917 P2

PANTANO TO SAHUARITA 230 KV POWER LINE OWNED BY SOUTHWEST TRANSMISSION POWER LINE

EXHIBIT A

EASEMENT DESCRIPTION, SECTION 23

THAT PART OF SECTION 23, T 16 S, R 15 E, G&SRM, BEING A STRIP OF LAND 90 FEET WIDE, SAID STRIP OF LAND LYING 45 FEET EITHER SIDE OF THE FOLLOWING DESCRIBED CENTERLINE;

COMMENCING AT THE NW CORNER OF SAID SECTION 23, SAID POINT BEING MONUMENTED BY A 1/2" REBAR, PCDOT 29, AS REFERENCED BY PIMA COUNTY SURVEY MONUMENT REFERENCE RECORD, DATED 02-28-06, THENCE S 00°03'34" W, A DISTANCE OF 1900.67' TO A POINT IN THE CENTER OF AN EXISTING POWER LINE, SAID POINT BEING THE TRUE POINT OF BEGINNING FOR THIS EASEMENT CENTERLINE,

THENCE S 89°45'52" E, ALONG SAID CENTERLINE, A DISTANCE OF 4488.73 FEET TO POINT "A",

THENCE S 71°46'26" E, ALONG SAID CENTERLINE, A DISTANCE OF 841.48 FEET TO A POINT IN THE EAST LINE OF SAID SECTION 23 AND THE TERMINUS OF THIS EASEMENT FROM WHICH THE NE CORNER OF SAID SECTION 23, BEARS N 00°03'40" E, A DISTANCE OF 2158.60 FEET, SAID POINT BEING MONUMENTED BY A 3 1/4" ALUMINUM CAPPED PIPE, RLS 13187.

LENGTH: 5291.87 FEET, AREA: 10.93 ACRES

ALSO INCLUDING THE FOLLOWING EASEMENT:

COMMENCING AT POINT "A" AS DESCRIBED ABOVE, THENCE N 09°13'51" E, A DISTANCE OF 45.56 FEET TO THE TRUE POINT OF BEGINNING FOR THIS EASEMENT,

THENCE N 89°45'52" W, A DISTANCE OF 25.31 FEET, THENCE N 09°13'51" E, A DISTANCE OF 93.57 FEET, THENCE S 89°46'09" E, A DISTANCE OF 50.00 FEET, THENCE S 09°13'51" W, A DISTANCE OF 93.57 FEET, THENCE N 71°46'26" W, A DISTANCE OF 25.31 FEET, BACK TO THE TRUE POINT OF BEGINNING FOR THIS EASEMENT, SAID EASEMENT CONTAINS 0.11 ACRES.



*R E Stoll*

RONALD E. STOLL, LS 11758

EXP: 06/30/2010

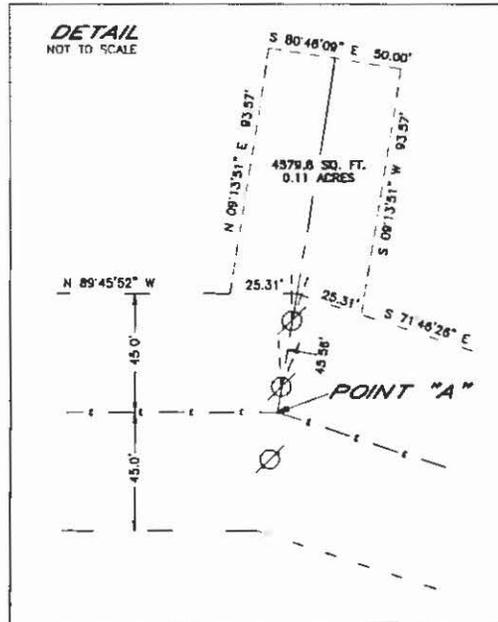
**NOTES**

S 15 S 14 BASIS OF BEARING WAS GEODETIC FROM GPS OBSERVATIONS.  
 THIS SURVEY WAS BASED ON FOUND MONUMENTATION WITHIN SECTION 20.  
 S 22 S 23 REFERENCE IS MADE TO HOUGHTON ROAD ESTABLISHMENT PROCEEDINGS NO. 1233, DATED 11/06/1961.  
 REFERENCE IS MADE TO AN UNRECORDED SURVEY FOR THE 230 KV TRANSMISSION LINE, JOB NO. D-571200-11-0099-Y033-C, DATED 04/12/1973.  
 THIS SURVEY WAS PERFORMED FOR SOUTHWEST TRANSMISSION COOPERATIVE, INC



*R E Stoll*  
 RONALD E. STOLL, LS 11758

EXP: 06/30/2010



DAWN RD.

S 14 S 13  
 S 23 S 24



HOUGHTON RD.

S 00°03'34\"/>

736.87'

(N 89°48' W)  
 N 89°45'52\"/>

4488.73'  
 (4489 24')

POINT "A"

(S 71°42' E)  
 S 71°46'26\"/>

841.48'

150' R-O-W  
 PER BK 1854, PG 364  
 PROCEEDING NO 1233

EDGE OF PAVEMENT

1504.30'

480.37'

S 23 S 24

**LEGEND**

- ⊗ FOUND 3 1/4" ALUMINUM CAPPED PIPE, RLS 13167
- ⊖ FOUND 1/2" REBAR, TAGGED PCDOT #29
- ⊙ NOTHING FOUND OR SET
- ⊙ SET 1/2" DIAM. REBAR AND BRASS TAG, LS 11758
- ( ) RECORD BEARING AND OR DISTANCE, D-571200-11-0099-Y033-C, 4/1973
- [ ] RECORD BEARING AND OR DISTANCE, PROCEEDINGS NO. 1233, BK. 09, PG. 92

SECTION 23  
 PIMA COUNTY  
 AP# 305-01-014F

A PORTION OF  
 PANTANO TO SAHUARITA 230 KV POWER LINE  
 OWNED BY SOUTHWEST TRANSMISSION POWER LINE

SCALE: 1" = 500'

JOB NO. 1917 P2

LYING IN THE N 1/2 OF SECTION 23, T 16 S R 15 E G. & S.R.M. PIMA COUNTY, ARIZONA

EASEMENT SURVEY

RES LAND SURVEYS, INC. 2309 E. BROADWAY BLVD. TUCSON, ARIZONA 85719

Exhibit A-1

PCREA  
PIMA CO REAL PROPERTY SERVICES  
PICKUP



SEQUENCE : 20112990001  
NO. PAGES : 4  
EASMNT 10/26/2011 9:30  
PICK UP  
AMOUNT PAID : \$0.00

## 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 further conveys to Grantee, its successors and assigns, the right of ingress and egress to and from the Easement over and across Grantor's lands adjoining the Easement during all periods of construction, maintenance, installation, reinforcement, repair and removal.

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.

2011-1-091  
W.R.#240156  
Pima County SE Regional Park  
11295 S. Harrison Rd.

Easement Page 1 of 2

EASE-11-10  
11/16/15  
SE Regional Park  
305-01-009A

4





EXHIBIT A  
LEGAL DESCRIPTION  
(TEP Easement)

A strip of land, 10 feet wide, situate in the Southwest quarter of Section 11, Township 16 South, Range 15 East, Gila and Salt River Meridian, Pima County, Arizona; the centerline of which is described as follows:

Commencing at the Southwest corner of said Section 11, marked by a found Brass Cap Monument stamped LS 2627, from which the west quarter corner of said Section 11, a found 3 1/4 inch alum. cap monument stamped RLS 13187 bears N 0° 42' 39" W, a distance of 2628.50 feet; being the Basis of Bearing as established from the Arizona Coordinate system, 1983 (HARN92), Central Zone 0202;

Thence N 0° 42' 39" W, along the west line of said Section 11 also being the centerline of Harrison Road, a distance at 957.14 feet;

Thence N 89° 17' 21" E, a distance of 75.00 feet to the East Right of Way of said Harrison Road and the **POINT OF BEGINNING**;

Thence N 90° 00' 00" E, a distance of 243.10 feet;

Thence S 52° 42' 13" E, a distance of 327.25 feet;

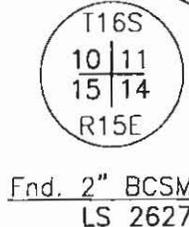
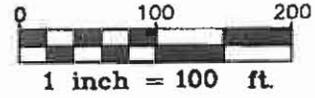
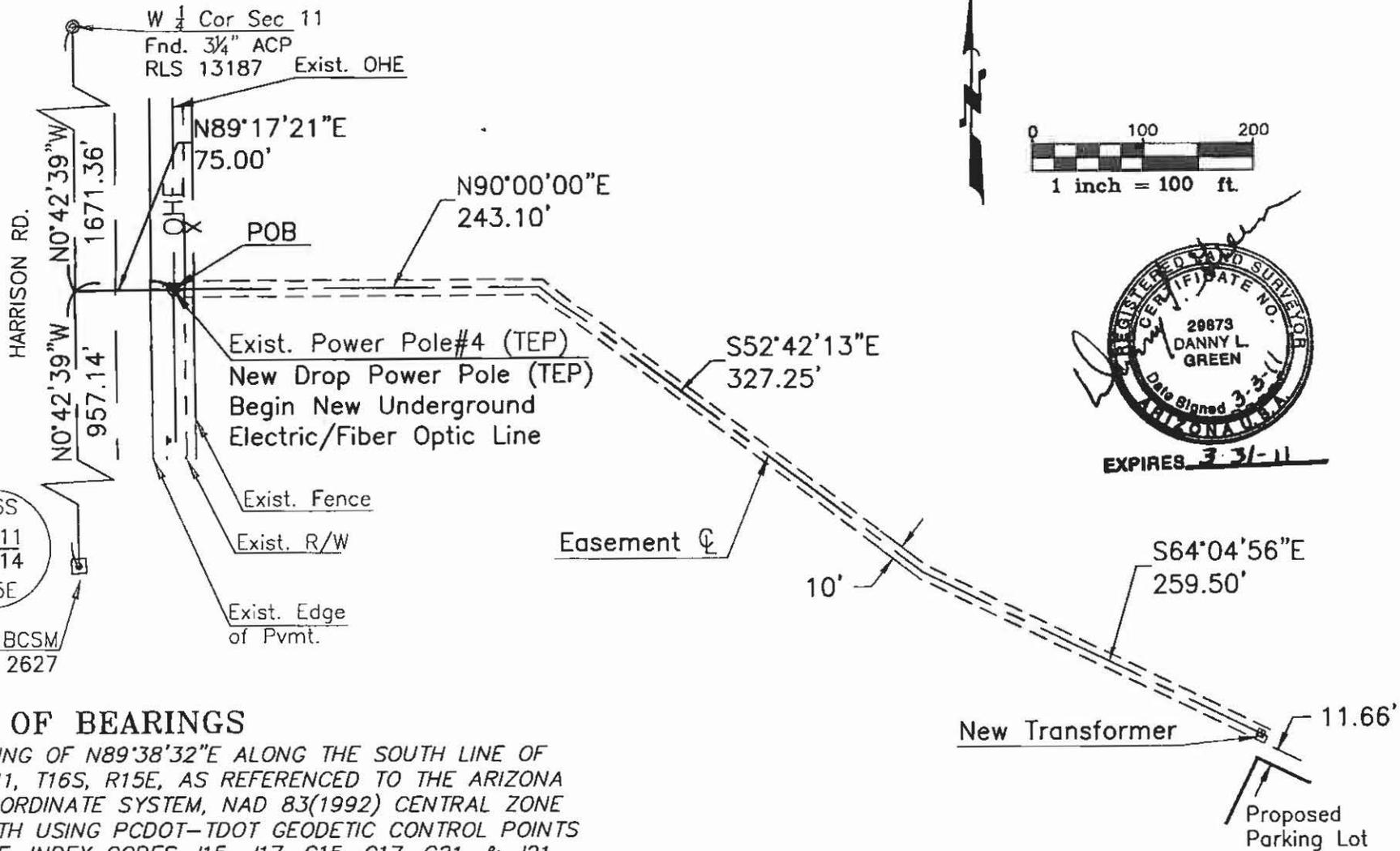
Thence S 64° 04' 56" E, a distance of 259.50 feet to the end of said TEP easement and terminus of this description.

The sidelines of said easement to be lengthened or shortened to intersection of the east right of way of Harrison Road at the beginning and to be perpendicular to the Point of Terminus.



AMEC Earth & Environmental, Inc.  
3275 W. Ina Road, Suite 165  
Tucson, Arizona 85741  
Tel: (520) 219-4998  
Fax: (520) 219-0499

[www.amec.com](http://www.amec.com)



**BASIS OF BEARINGS**

THE BEARING OF N89°38'32"E ALONG THE SOUTH LINE OF SECTION 11, T16S, R15E, AS REFERENCED TO THE ARIZONA STATE COORDINATE SYSTEM, NAD 83(1992) CENTRAL ZONE GRID NORTH USING PCDOT-TDOT GEODETIC CONTROL POINTS T16S, R15E, INDEX CODES J15, J17, G15, G17, G21, & J21, MEASUREMENTS SHOWN ARE GROUND VALUES BASED ON A GAF OF 1.0000967703.

**AMEC E & E, Inc.**

• 3275 WEST INA ROAD, SUITE 165  
 TUCSON, ARIZONA 85741  
 PHONE (520) 219-4998  
 FAX (520) 219-0499



SCALE: 1"=100'  
 DATE: 2/25/11

DRAWN BY: AJE  
 CHKD BY: DLG

JOB NO.  
 1220118004

SKETCH OF EXHIBIT A  
 FOR SE REGIONAL PARK SHOOTING RANGE  
 TEP ELECTRICAL EASEMENT  
 A PORTION OF THE SW 1/4 OF SECTION 11, T16S, R15E, G&SRM, PIMA COUNTY, ARIZONA

F. ANN RODRIGUEZ, RECORDER  
Recorded By: CB

DEPUTY RECORDER  
1786

OTEP  
TUCSON ELECTRIC POWER  
PICKUP



SEQUENCE: 20112900172  
NO. PAGES: 4  
EASMNT 10/17/2011  
11:46  
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 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.

2011-1-090  
W.R.#240362  
Arthur Pack Regional Park  
9101 N. Thomdale Rd.

Easement Page 1 of 2

EASE-11-11  
19/12/13  
Arthur Pack Park  
225-01-0220

4



**ELECTRIC EASEMENT DESCRIPTION**

An easement for electric lines 10 feet in width and a transformer easement 15 feet square, over a portion of the Northeast quarter of Section 19 Township 12 South, Range 13 East of the Gila and Salt River Meridian, Pima County, Arizona, more particularly described as follows:

**Commencing** at the East quarter corner of said Section 19;

Thence North 00° 14' 11" East along the East line of said Northeast quarter of section 19 a distance of 447.46 feet;

Thence North 89° 45' 49" West 75.00 feet to a point on the West right-of-way line of Thornydale Road and the **Point of Beginning**;

Thence South 00° 14' 11" West a distance of 5.09 feet;

Thence South 79° 27' 57" West, 120.46 feet;

Thence South 00° 12' 57" West, 2.41 feet;

Thence North 89° 47' 03" West, 15.00 feet;

Thence North 00° 12' 57" East, 15.00 feet;

Thence South 89° 47' 03" East, 15.00 feet;

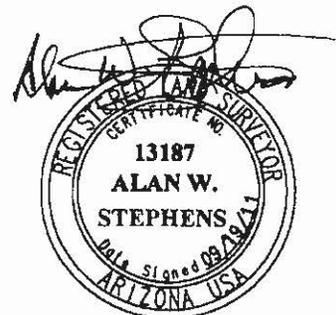
Thence South 00° 12' 57" West, 2.42 feet;

Thence North 79° 27' 57" East, 120.47 feet;

Thence South 00° 14' 11" West 5.09 feet to the **Point of Beginning**;

Containing 1429 square feet or 0.032 acres more or less.

**Basis of Bearings** for this description is the East line of the Northeast quarter of section 19, Township 12 South, Range 13 East of the Gila and Salt River Meridian, Pima County, Arizona, said bearing, North 00° 14' 11" East.

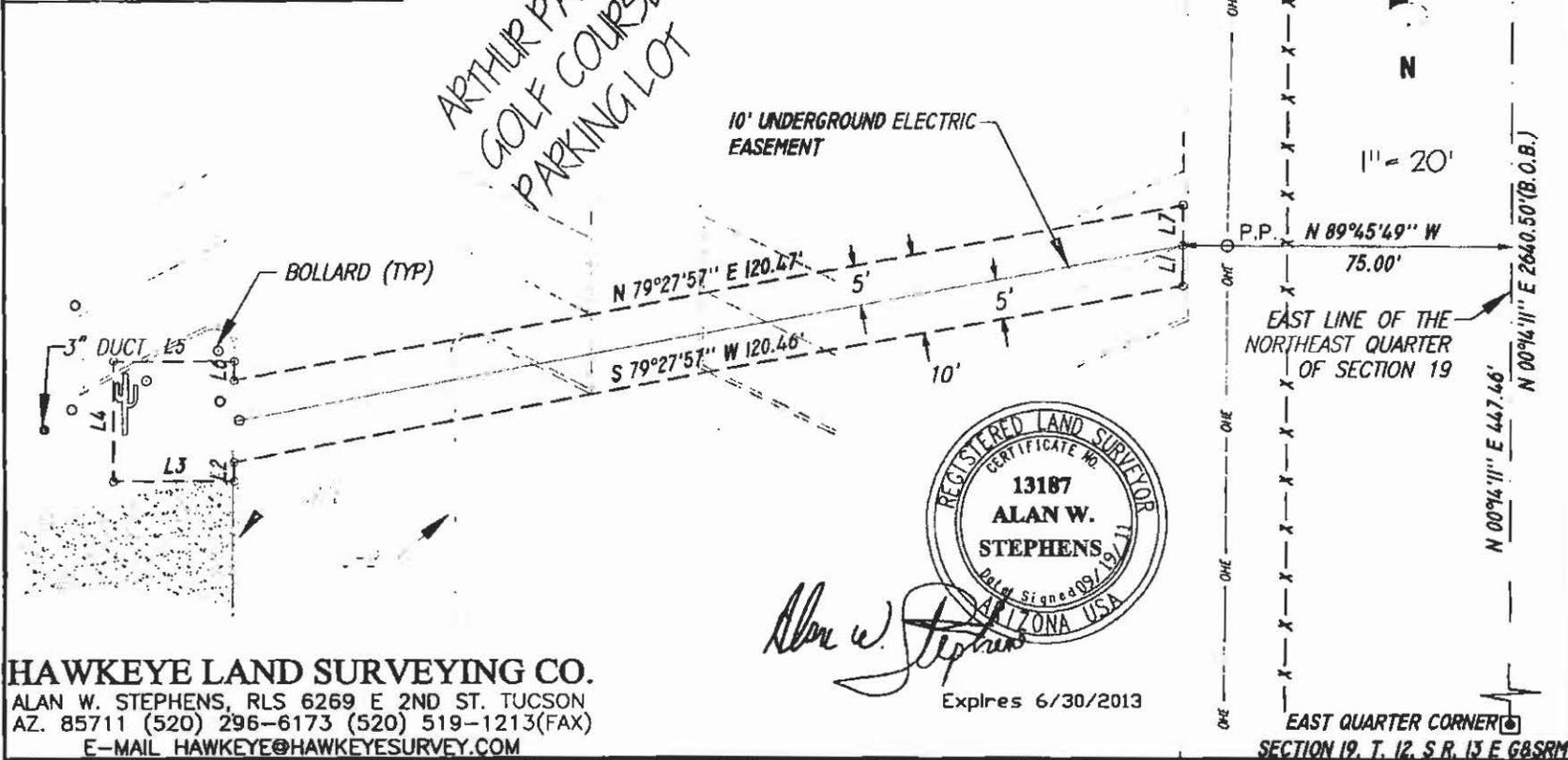


Expires 6/30/2013

NUMBER	DIRECTION	DISTANCE
L1	S 00°14'11" W	5.09'
L2	S 00°12'57" W	2.41'
L3	N 89°47'03" W	15.00'
L4	N 00°12'57" E	15.00'
L5	S 89°47'03" E	15.00'
L6	S 00°12'57" W	2.42'
L7	S 00°14'11" W	5.09'

- LEGEND**
- P.P. UTILITY POLE
  - OHC— OVERHEAD ELECTRIC LINES
  - X— BARB WIRE FENCE

ARTHUR PACK  
GOLF COURSE  
PARKING LOT



*Alan W. Stephens*

Expires 6/30/2013

**HAWKEYE LAND SURVEYING CO.**  
ALAN W. STEPHENS, RLS 6269 E 2ND ST. TUCSON  
AZ. 85711 (520) 296-6173 (520) 519-1213(FAX)  
E-MAIL HAWKEYE@HAWKEYESURVEY.COM

DRAWN BY: T.M.S.
DATE: 9/19/11
DWG. NO.: 11205ELE
APPROVED BY: A.W.S.

REVISIONS

**EASEMENT EXHIBIT**  
AN EASEMENT FOR ELECTRIC LINES 10 FEET IN WIDTH AND A TRANSFORMER EASEMENT 15 FEET SQUARE OVER A PORTION OF NORTHEAST QUARTER OF SECTION 19 TOWNSHIP 12 SOUTH, RANGE 13 EAST OF THE GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA.

SHT. NO.

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

PCREA  
PIMA CO REAL PROPERTY SERVICES  
PICKUP



SEQUENCE: 20113560270  
NO. PAGES: 6  
EASMNT 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: [Signature]

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-11-12  
20/13/13  
Romp 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;

OK 12/2/3

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**.

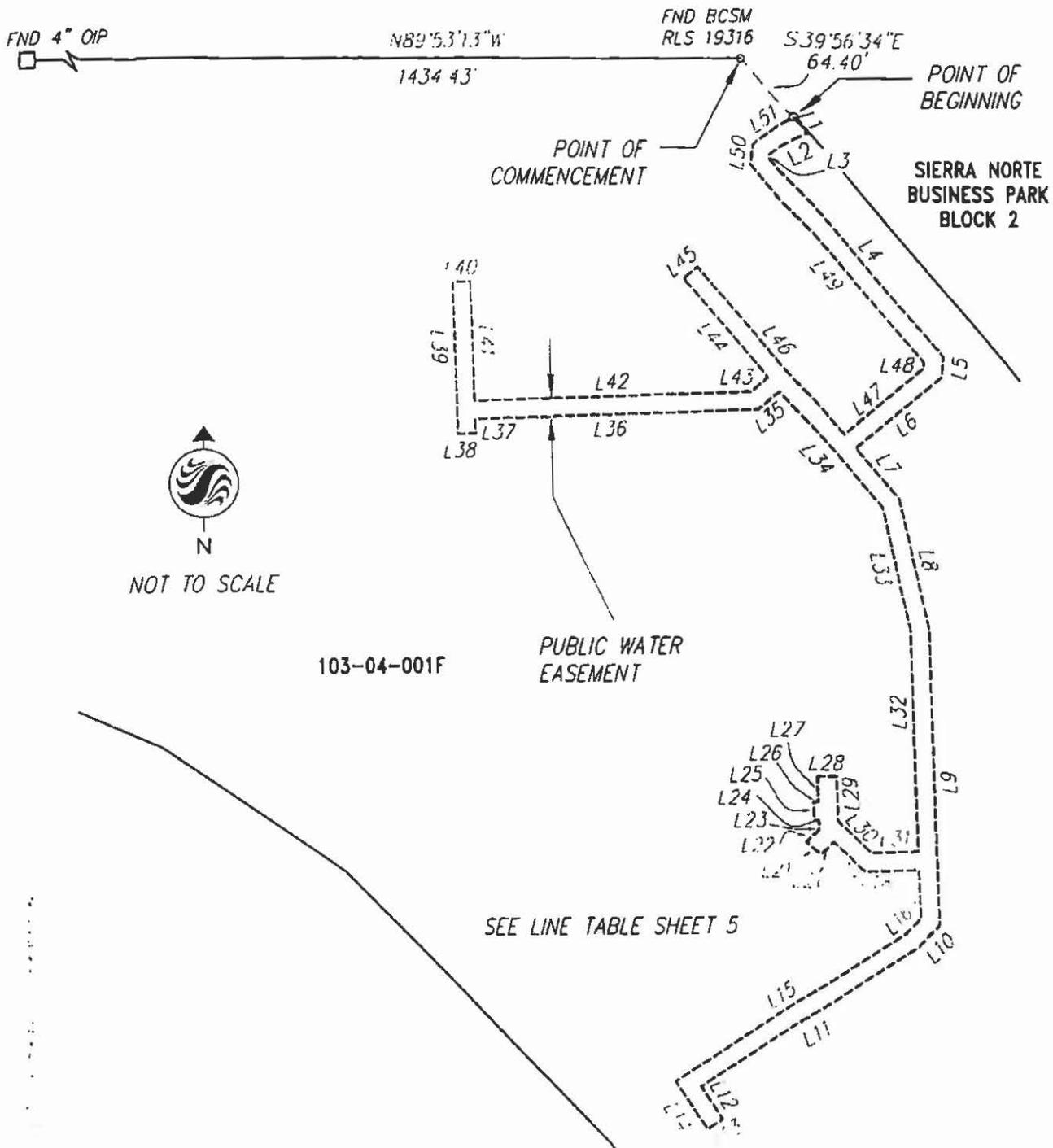
CONTAINING: 26,489 square feet or 0.61 acres of land, more or less.

*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  
Sel 112



EXPIRES 3-31-2012



103-04-001F

SEE LINE TABLE SHEET 5

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

December, 2010  
185629330



**Stantec**

Stantec Consulting  
 201 North Bonita Ave  
 Tucson AZ U.S.A.  
 85745-2999  
 Tel. 520.750.7474  
 Fax. 520.750.7470  
 www.stantec.com

PAGE 4 OF 5  
SET 112

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	9.11	S50°03'26"W	L32	183.21	N01°41'49"W
L7	55.77	S39°56'34"E	L33	105.29	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			

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

December, 2010  
185829330



**Stantec**

**Stantec Consulting**

201 North Bonita Ave  
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

F. ANN RODRIGUEZ, RECORDER  
Recorded By: JKP  
DEPUTY RECORDER  
4889

W  
TUCSON ELECTRIC POWER  
PICKUP



SEQUENCE: 20113330100  
NO. PAGES: 5  
EASMNT 11/29/2011 11:15  
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 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.

W.R.#229403  
Santa Cruz C-8 Project  
Memo 08-49

EASE-11-13  
23/14/13  
Mission Rd Complex  
113-09-0280, 027D+027C

Easement Page 1 of 2

5

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 21<sup>st</sup> day of November, 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 21<sup>st</sup> day of November, 2011, by Christina Biggs as Manager of Real Property Services for Pima County, a political subdivision of the State of Arizona.

*Dana M. Hausman*  
Notary Public



# Exhibit "A"

## LEGAL DESCRIPTION

A strip of land 16.00 feet in width within the Pima County Mission Road Complex, including parcels recorded in Docket 926 at Page 596, and in Docket 6677 at Page 512 In the Office of the Recorder, Pima County, Arizona, being part of the Northwest Quarter of Section 23, Township 14 South, Range 13 East, Gila and Salt River Meridian, Pima County, Arizona, lying 5.00 feet west and north of – and 11.00 feet east and south of the following described line:

Commencing at a 2 inch brass cap in casting stamped LS23956 at the southwest corner of the Northwest Quarter of said Section 23, from which a 3/4 inch Government Land Office brass cap at the northwest corner of the Northwest Quarter of said Section 23 bears North 00 degrees 16 minutes 06 seconds West, 2634.17 feet;

thence North 00 degrees 16 minutes 06 seconds West, 1277.36 feet along the west line of the Northwest Quarter of said Section 23;

thence North 89 degrees 43 minutes 54 seconds East, 866.23 feet to the point of beginning;

thence South 00 degrees 41 minutes 42 seconds West, 78.00 feet;

thence South 88 degrees 02 minutes 25 seconds East, 160.30 feet to a point hereinafter known as Point A;

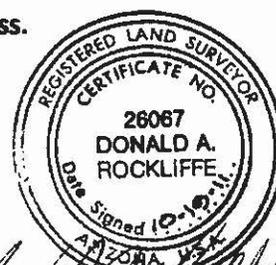
thence North 83 degrees 08 minutes 43 seconds East, 381.58 feet;

thence North 89 degrees 23 minutes 34 seconds East, 135.99 feet to the terminus of said strip on the east line of the West 669 feet of the East 1740 feet of the South 50 feet of the North 125 feet of the South Half of the Northwest Quarter of said Section 23 and;

beginning at the aforesaid Point A, being a strip of land 16.00 feet in width lying 11.00 feet west of and 5.00 feet east of the following described line;

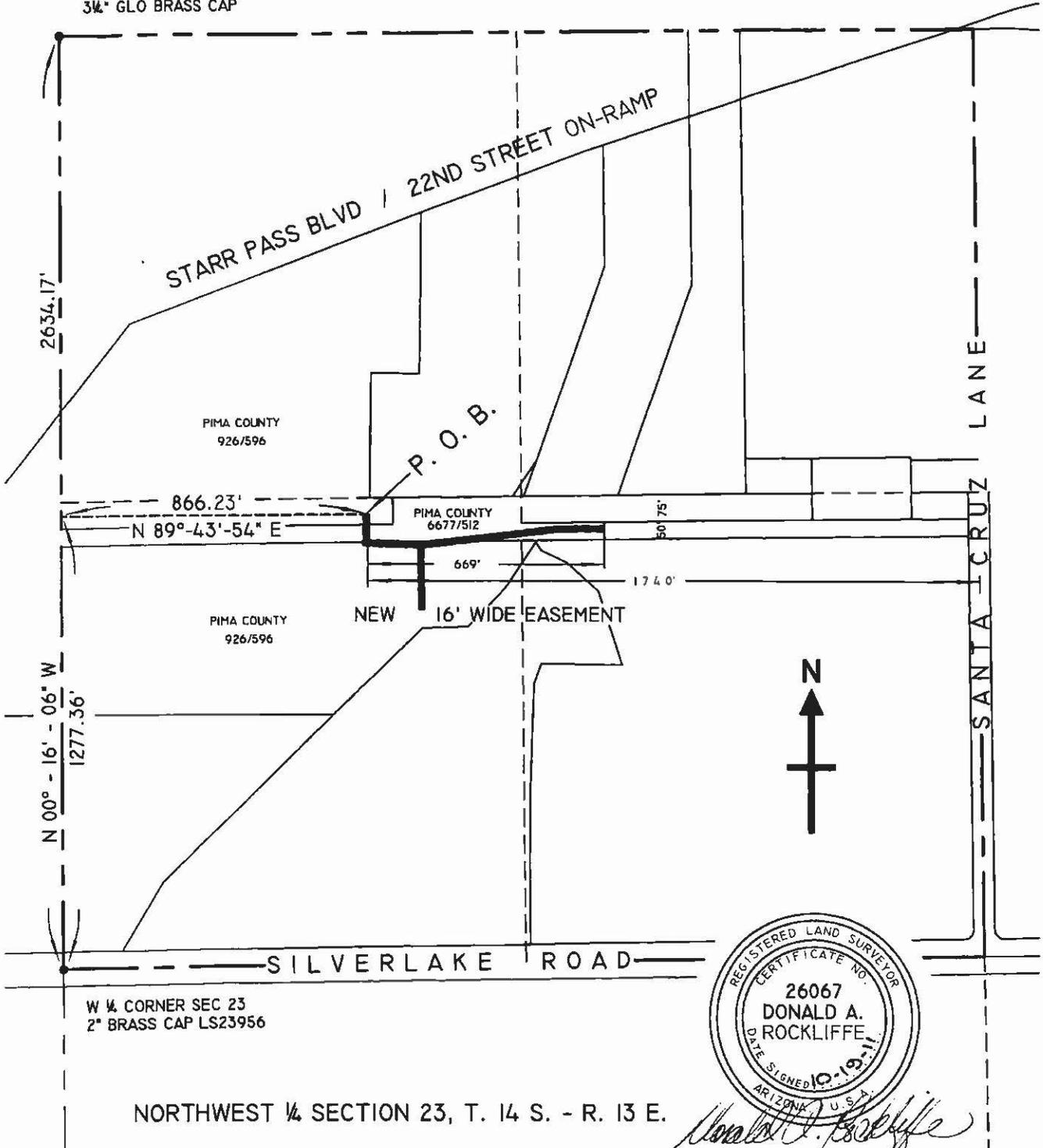
thence South 00 degrees 56 minutes 15 seconds East, 186.00 feet to the terminus of said line.

The above described strip of land contains 0.342 acres, more or less.



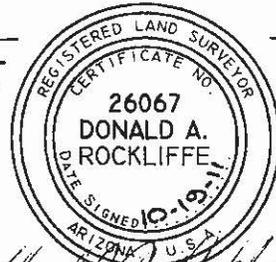
*Donald A. Rockliffe*  
EXP 05 31 12

NW CORNER SEC 23  
3 1/4" GLO BRASS CAP



W 1/4 CORNER SEC 23  
2" BRASS CAP LS23956

NORTHWEST 1/4 SECTION 23, T. 14 S. - R. 13 E.



*Donald A. Rockliffe*  
EXPIRES 03-31-2013

PCN	_____
WDN	_____
SCALE	1" = 400'
DFT	D.A.R. DATE 10 - 2011
CKR	DATE _____
CDD	DATE _____
SUP	DATE _____
ENG	DATE _____



**Tucson Electric Power Company**

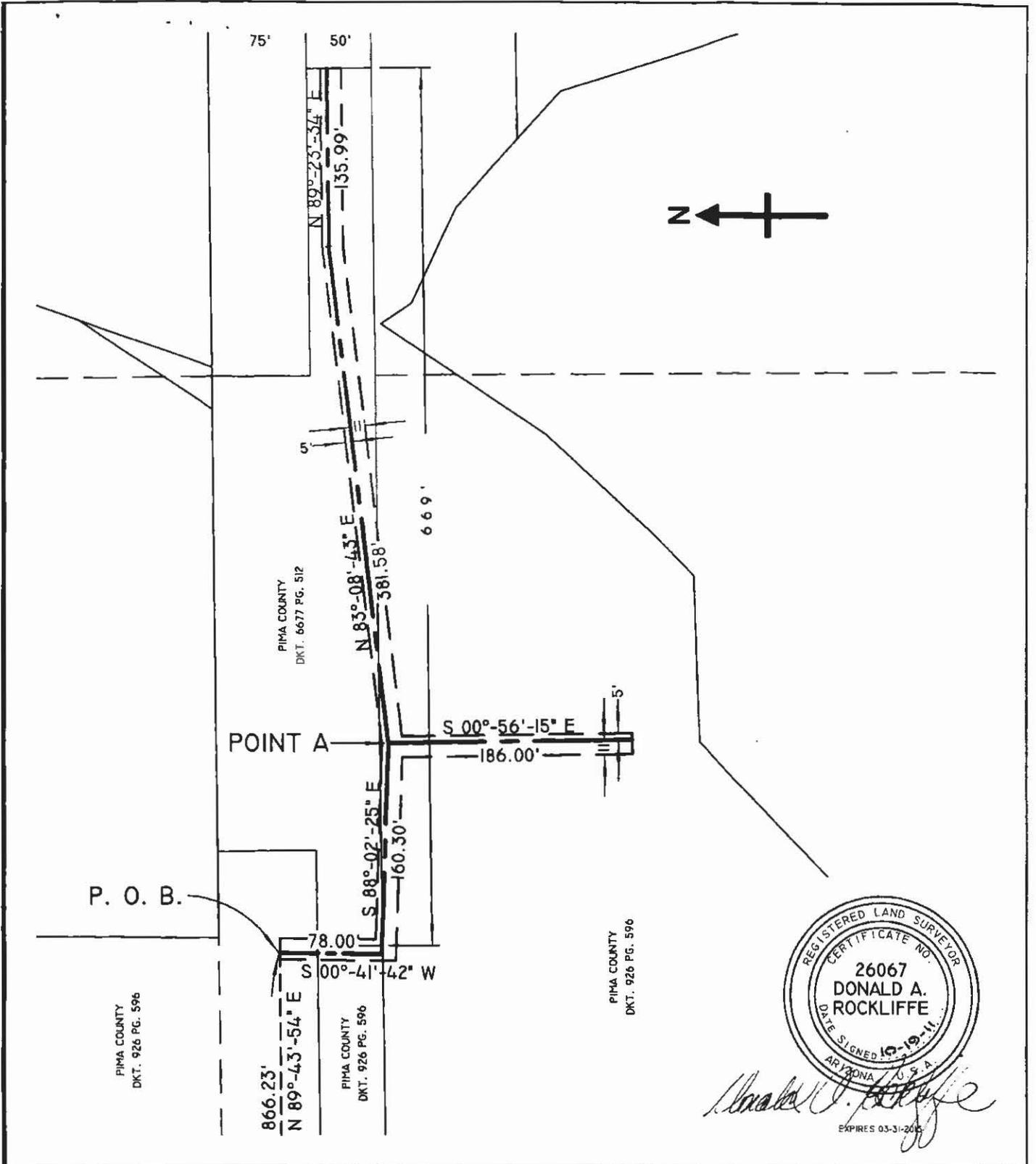
TUCSON, ARIZONA

TITLE **16' WIDE EASEMENT**  
WITHIN  
**PIMA COUNTY MISSION ROAD COMPLEX**  
NW 1/4 OF SECTION 23, T. 14 S. - R. 13 E.  
PIMA COUNTY, ARIZONA

EXHIBIT DRAWING

T14R13S23QNW

STA #	CODE	TYPE
SHEET 1		OF 2



PCN	_____
WIN	_____
SCALE	1" = 100'
DTT	D.A.R. DATE 09 - 2010
CKR	DATE _____
EDD	DATE _____
SUP	DATE _____
ENG	DATE _____



**Tucson Electric Power Company**

TUCSON, ARIZONA

TITLE **16' WIDE EASEMENT**  
 WITHIN  
**PIMA COUNTY MISSION ROAD COMPLEX**  
 NW ¼ OF SECTION 23, T. 14 S. - R. 13 E.  
 PIMA COUNTY, ARIZONA

EXHIBIT DRAWING

T 14 R 13 S 23 QNW

STA #	CODE	TYPE
SHEET <b>2</b> OF <b>2</b>		

F. ANN RODRIGUEZ, RECORDER  
Recorded By: MRB  
DEPUTY RECORDER  
1562

OTEP  
TUCSON ELECTRIC POWER  
PICKUP



SEQUENCE: 20121440123  
NO. PAGES: 4  
EASMT 05/23/2012  
10:50  
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 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.

2011-1-086  
W.R.#247765  
150 W. Congress Street

Easement Page 1 of 2

EASE-12-03  
12/14/13  
Justice Courts Complex  
117-11-001B

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 11<sup>th</sup> day of MAY, 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 11<sup>th</sup> day of MAY, 2012, by Christina Biggs as Manager of Real Property Services for Pima County, a political subdivision of the State of Arizona.



*[Signature]*  
Notary Public



Pima County  
Survey

04 April 2012

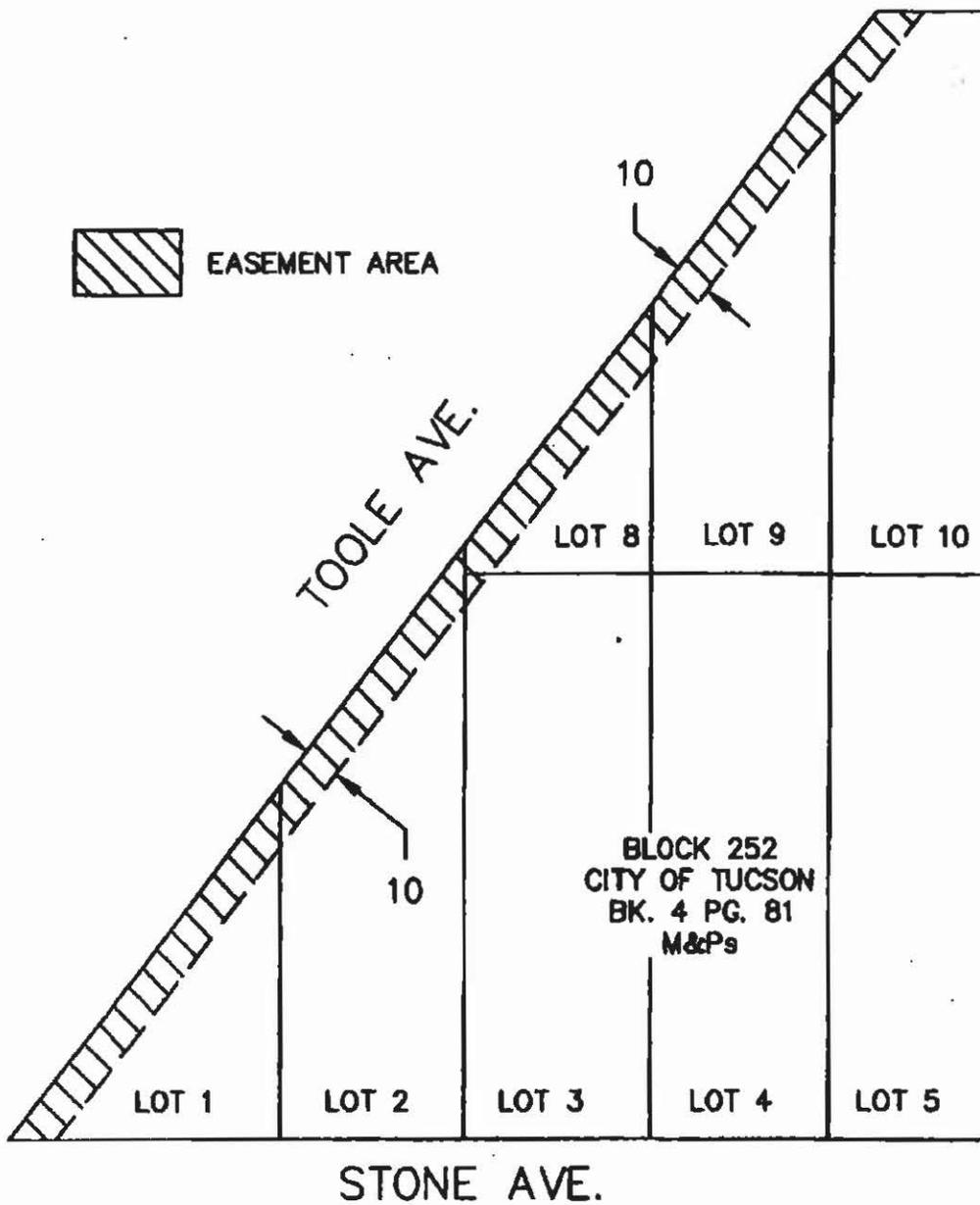
**EXHIBIT "A"**  
**LEGAL DESCRIPTION**  
**ELECTRICAL EASEMENT**

All that portion of Block 252 of City of Tucson, a subdivision plat recorded in Book 4 of Maps and Plats at Page 81, recorded in the office of the Pima County Recorder, Arizona, being located in the Southwest Quarter of Section 12, Township 14 South, Range 13 East, Gila & Salt River Meridian, Pima County, Arizona, and as described in Docket 12604 at Page 658, more particularly described as follows:

All that portion of Lots 1, 2, 3, 8, 9 and 10, of said Block 252, lying northeast of a line 10 feet southwest and parallel with the northeast property line of said Lots 1, 2, 8, 9 and 10 and southwest right of way line of Toole Avenue.

Expires 31 March 2015

### DEPICTION OF EXHIBIT "A"



### PIMA COUNTY SURVEY

A PORTION OF DOCKET 12804 PAGE 658  
LOCATED IN SECTIONS 12, TOWNSHIP 14 SOUTH, RANGE 13 EAST,  
GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA

Scale: 1" = 60'

Date: 04 April 2012

Drawn By: DMT

Sheet 1 of 1

F. ANN RODRIGUEZ, RECORDER  
Recorded By: MRB

DEPUTY RECORDER  
1562

OTEPC  
TUCSON ELECTRIC POWER  
PICKUP



SEQUENCE: 20121710029  
NO. PAGES: 7  
EASMNT 06/19/2012  
10:42  
PICK UP  
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 EXHIBITS "A" & "B" 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.

2011-1-088  
W.R.#239973  
300 N. Stone Avenue

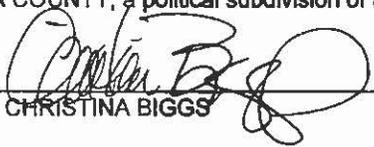
EASE-12-05  
12/14/13  
Courts Building  
117-16-015A

Easement Page 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 13<sup>th</sup> day of JUNE, 2012.

PIMA COUNTY, a political subdivision of the State of Arizona

  
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 13<sup>th</sup> day of JUNE, 2012, by Christina Biggs as Manager of Real Property Services for Pima County, a political subdivision of the State of Arizona.



  
Notary Public

LEGAL DESCRIPTION

THAT PORTION OF A PARCEL WITHIN THE SW ¼ OF SECTION 12, TOWNSHIP 14 SOUTH, RANGE 13 EAST, OF THE GILA AND SALT RIVER BASELINE AND MERIDIAN, IN THE COUNTY OF PIMA, STATE OF ARIZONA, KNOWN AS PARCEL 117-16-15A, DESCRIBED IN THE DEED RECORDED IN DOCKET 13528, PAGE 602, SEQUENCE NUMBER 20030240896. THE AFORESAID PARCEL BEING INCLUSIVE OF ALL OF BLOCK 253; NORTHERLY 50 FEET OF LOT 6, BLOCK 255; ABANDONED NORTH GROSSETTA AVENUE; ABANDONED PORTION OF COUNCIL STREET (FORMERLY MILTENBERG STREET); AND COUNCIL STREET (FORMERLY MILTENBERG STREET) AS RECORDED IN BOOK 4, PAGE 81 OF MAPS AND PLATS, RECORDS OF PIMA COUNTY, ARIZONA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A BROKEN BRASS STEM SET IN CONCRETE, LOCATED AT THE CENTERLINE INTERSECTION OF NORTH GROSSETTA AVENUE AND EAST TOOLE AVENUE, AND DESCRIBED IN BOOK No. 10, PAGE No. 94-14, SEQUENCE NUMBER 94195273, OF RECORD OF SURVEYS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

THENCE SOUTH 53°17'49" EAST ALONG THE CENTERLINE OF EAST TOOLE AVENUE, A DISTANCE OF 178.54 FEET;

THENCE SOUTH 36°42'11" WEST, TO THE SOUTHERLY RIGHT-OF-WAY LINE OF EAST TOOLE AVENUE, A DISTANCE OF 44.60 FEET, TO THE TRUE POINT OF BEGINNING;

THENCE ALONG A STRIP OF LAND 25.00 FEET IN WIDTH, LYING 16.00 FEET NORTHERLY AND 9.00 FEET SOUTHERLY OF A LINE WHICH BEARS SOUTH 36°42'11" WEST, A DISTANCE OF 15.00 FEET;

THENCE ALONG A STRIP OF LAND 10.00 FEET IN WIDTH, THE CENTERLINE OF WHICH BEARS SOUTH 26°52'19" WEST, A DISTANCE OF 73.59 FEET;

THENCE SOUTH 88°50'22" WEST, A DISTANCE OF 60.31 FEET;

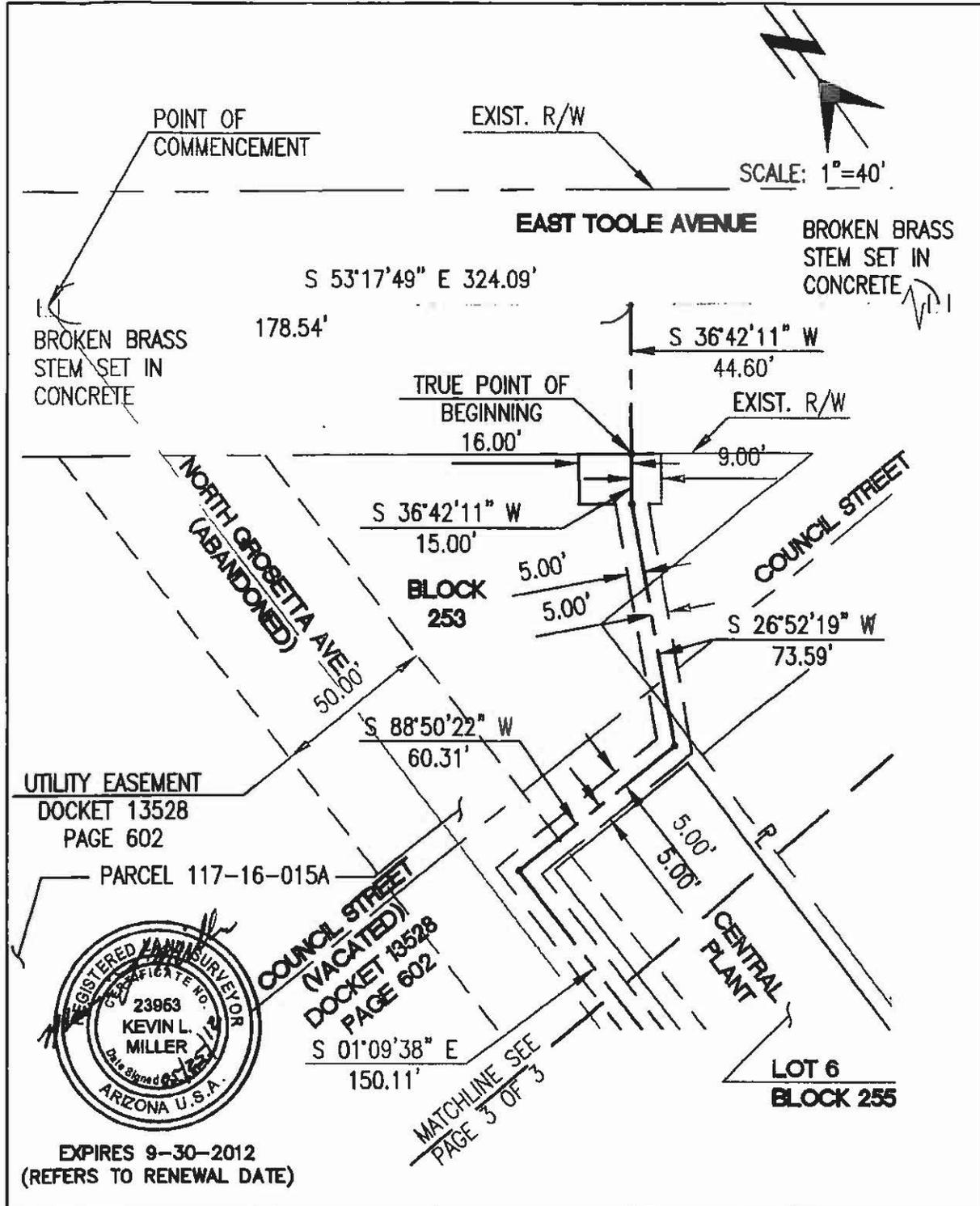
THENCE SOUTH 01°09'38" EAST, A DISTANCE OF 150.11 FEET;

THENCE ALONG A STRIP OF LAND 15.00 FEET IN WIDTH, THE CENTERLINE OF WHICH BEARS NORTH 88°45'17" EAST, A DISTANCE OF 64.64 FEET, TO THE POINT OF TERMINUS OF THIS EASEMENT.



EXPIRES 9-30-2012  
(REFERS TO RENEWAL DATE)

<p><b>ALHN</b>  <b>ARCHITECTS &amp; ENGINEERS, INC.</b>  2039 E. BROADWAY BLVD. TUCSON, ARIZONA 85718  PH: 620-681-4648 FAX: 620-785-1822 gln.com</p>	<p>ELECTRICAL EASEMENT "A"</p>	<p>PAGE 1 OF 3</p>
---	--------------------------------	--------------------

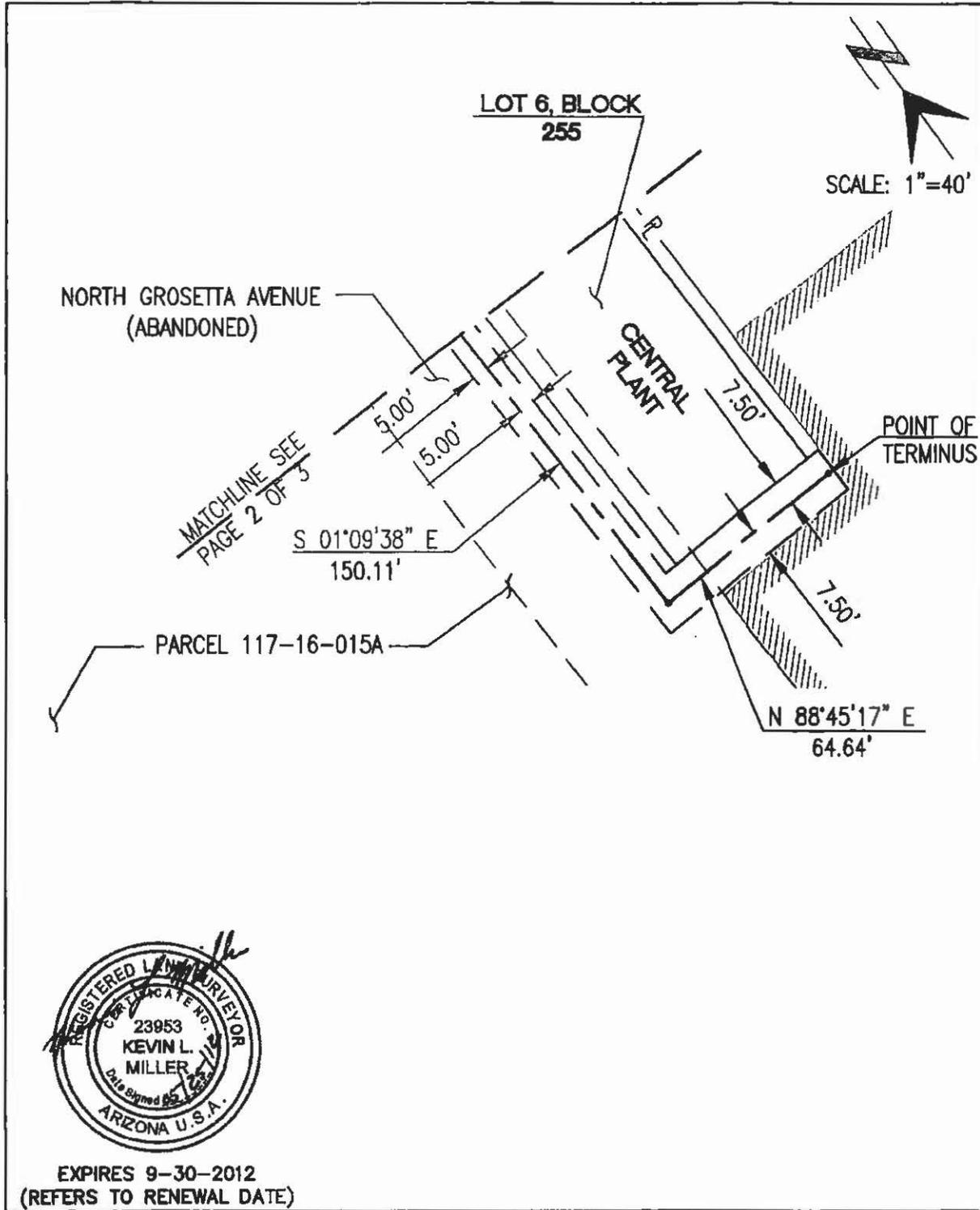


EXPIRES 9-30-2012  
(REFERS TO RENEWAL DATE)

**ALHN**  
ARCHITECTS & ENGINEERS, INC.  
2330 E. BROADWAY BLVD. TUCSON, ARIZONA 85718  
PH: 520-881-4640 FAX: 520-706-1822 [alhn.com](http://alhn.com)

ELECTRICAL EASEMENT "A"

PAGE 2 OF 3



EXPIRES 9-30-2012  
(REFERS TO RENEWAL DATE)

<b>GLHN</b> ARCHITECTS & ENGINEERS, INC. 2639 E. BROADWAY BLVD. TUCSON, ARIZONA 85716 PH: 620-681-4546 FAX: 620-795-1822 glhn.com	ELECTRICAL EASEMENT "A"	PAGE 3 OF 3
--	-------------------------	-------------

LEGAL DESCRIPTION

THAT PORTION OF A PARCEL WITHIN THE SW ¼ OF SECTION 12, TOWNSHIP 14 SOUTH, RANGE 13 EAST, OF THE GILA AND SALT RIVER BASELINE AND MERIDIAN, IN THE COUNTY OF PIMA, STATE OF ARIZONA, KNOWN AS PARCEL 117-16-15A, DESCRIBED IN THE DEED RECORDED IN DOCKET 13528, PAGE 602, SEQUENCE NUMBER 20030240896. THE AFORESAID PARCEL BEING INCLUSIVE OF ALL OF BLOCK 253 AS RECORDED IN BOOK 4, PAGE 81 OF MAPS AND PLATS, RECORDS OF PIMA COUNTY, ARIZONA, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A BROKEN BRASS STEM SET IN CONCRETE, LOCATED AT THE CENTERLINE INTERSECTION OF NORTH GROSSETTA AVENUE AND EAST TOOLE AVENUE, AND DESCRIBED IN BOOK No. 10, PAGE No. 94-14, SEQUENCE NUMBER 94195273, OF RECORD OF SURVEYS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

THENCE SOUTH 53°17'49" EAST ALONG THE CENTERLINE OF EAST TOOLE AVENUE, A DISTANCE OF 162.48 FEET;

THENCE SOUTH 36°42'11" WEST, TO THE SOUTHERLY RIGHT-OF-WAY LINE OF EAST TOOLE AVENUE, A DISTANCE OF 44.60 FEET;

THENCE SOUTH 36°42'11" WEST, A DISTANCE OF 15.00 FEET;

THENCE SOUTH 53°17'49" EAST, A DISTANCE OF 3.57 FEET, TO THE TRUE POINT OF BEGINNING;

THENCE SOUTH 36°43'08" WEST, A DISTANCE OF 19.53 FEET;

THENCE SOUTH 89°05'15" WEST, A DISTANCE OF 14.21 FEET;

THENCE SOUTH 00°54'45" EAST, A DISTANCE OF 10.00 FEET;

THENCE NORTH 89°05'15" EAST, A DISTANCE OF 20.97 FEET;

THENCE NORTH 26°52'19" EAST, A DISTANCE OF 23.67 FEET;

THENCE NORTH 53°17'49" WEST, A DISTANCE OF 7.41 FEET, TO THE TRUE POINT OF BEGINNING AND TERMINUS OF THIS EASEMENT.

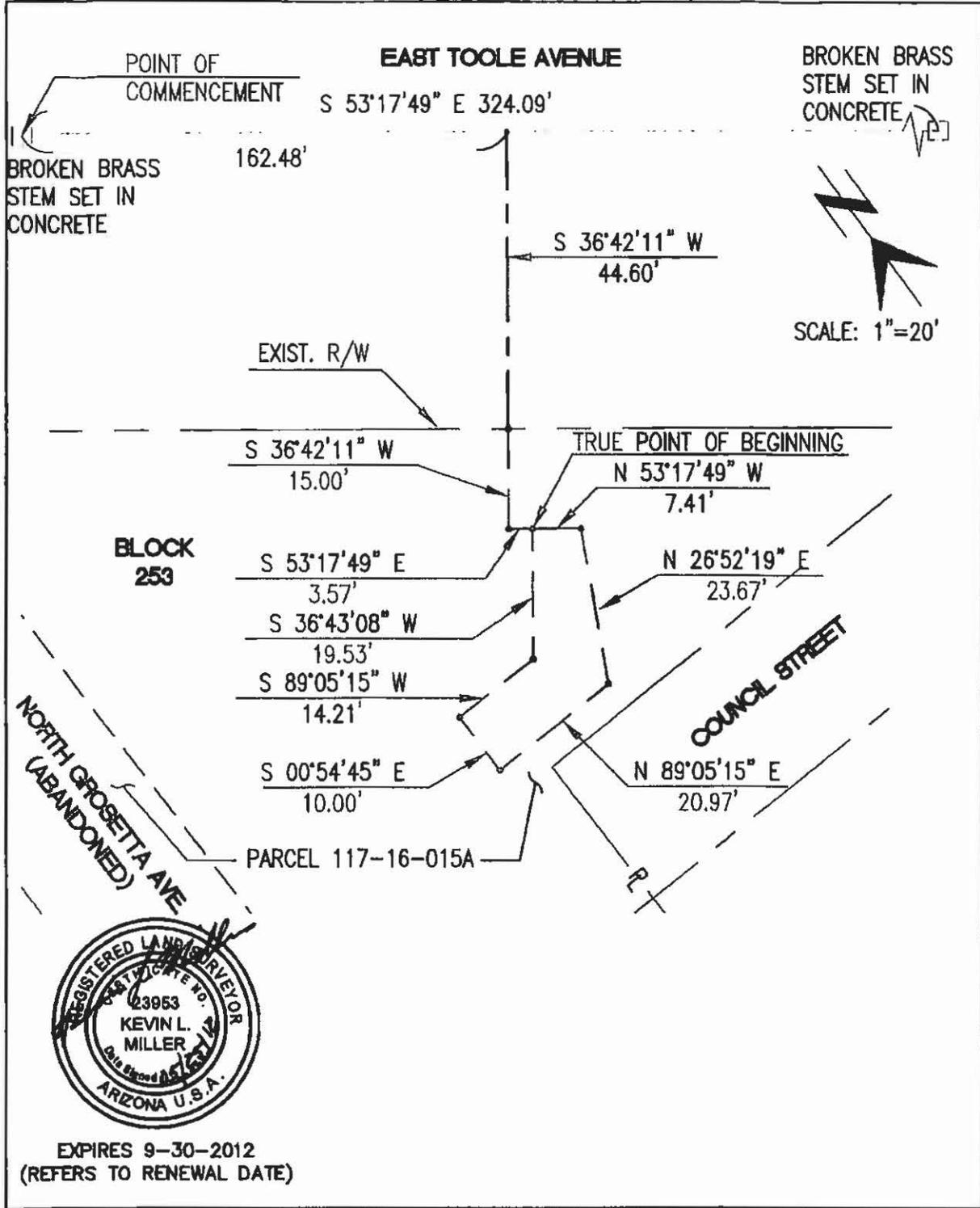


EXPIRES 9-30-2012  
(REFERS TO RENEWAL DATE)

**ALHN**  
ARCHITECTS & ENGINEERS, INC.  
2939 E. BROADWAY BLVD. TUCSON, ARIZONA 85718  
PH: 520-861-4548 FAX: 520-795-1822 glhn.com

ELECTRICAL EASEMENT "B"

PAGE 1 OF 2



EXPIRES 9-30-2012  
(REFERS TO RENEWAL DATE)

**QLHN**  
ARCHITECTS & ENGINEERS, INC.  
2930 E. BROADWAY BLVD. TUCSON, ARIZONA 85718  
PH: 520-951-4548 FAX: 520-795-1822 qlhn.com

ELECTRICAL EASEMENT "B"

PAGE 2 OF 2

F. ANN RODRIGUEZ, RECORDER  
Recorded By: RW  
DEPUTY RECORDER  
4888

PCREA  
PIMA CO REAL PROPERTY SERVICES  
PICKUP



SEQUENCE: 20130500269  
NO. PAGES: 3  
EASMNT 02/19/2013  
13:36  
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 30<sup>th</sup> day of JANUARY, 2012.<sup>13</sup>

Pima County, a political subdivision of the State of Arizona

By: [Signature]

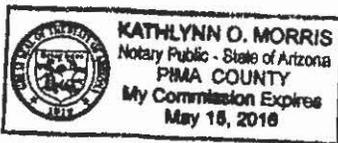
As: DIRECTOR

STATE OF ARIZONA )

)ss.

COUNTY OF PIMA )

This instrument was acknowledged before me this 30<sup>th</sup> day of JANUARY, 2012.<sup>3</sup>  
by NEIL KANIGSBERG as DIRECTOR of Pima County, a  
political subdivision of the State of Arizona.



[Signature]  
Notary Public

2012-018, Pima County Joint Courts

EASE-12-06  
12/14/13  
Joint Courts Complex  
117-16-015A

PUBLIC WATER EASEMENT "A"

THAT PORTION OF A PARCEL WITHIN THE SW ¼ OF SECTION 12, TOWNSHIP 14 SOUTH, RANGE 13 EAST, OF THE GILA AND SALT RIVER BASE LINE AND MERIDIAN, IN THE COUNTY OF PIMA, STATE OF ARIZONA, KNOWN AS PARCEL 117-16-15A, DESCRIBED IN THE DEED RECORDED IN DOCKET 13528, PAGE 602, SEQUENCE NUMBER 20030240896, AND MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT A BROKEN BRASS STEM SET IN CONCRETE, LOCATED AT THE CENTERLINE INTERSECTION OF NORTH GROSSETTA AVENUE AND EAST TOOLE AVENUE, AND DESCRIBED IN BOOK No. 10, PAGE No. 94-14, SEQUENCE NUMBER 94195273, OF RECORD OF SURVEYS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY;

THENCE SOUTH 53°17'49" EAST ALONG THE CENTERLINE OF EAST TOOLE AVENUE, A DISTANCE OF 153.20 FEET;

THENCE SOUTH 36°42'45" WEST, TO THE SOUTHERLY RIGHT-OF-WAY LINE OF EAST TOOLE AVENUE, A DISTANCE OF 44.63 FEET, TO THE TRUE POINT OF BEGINNING;

THENCE ALONG A STRIP OF LAND 15.00 FEET IN WIDTH, THE CENTERLINE OF WHICH BEARS SOUTH 36°42'45" WEST, A DISTANCE OF 32.03 FEET, TO THE POINT OF TERMINUS OF THIS EASEMENT.



EXPIRES 9-30-2012  
(REFERS TO RENEWAL DATE)

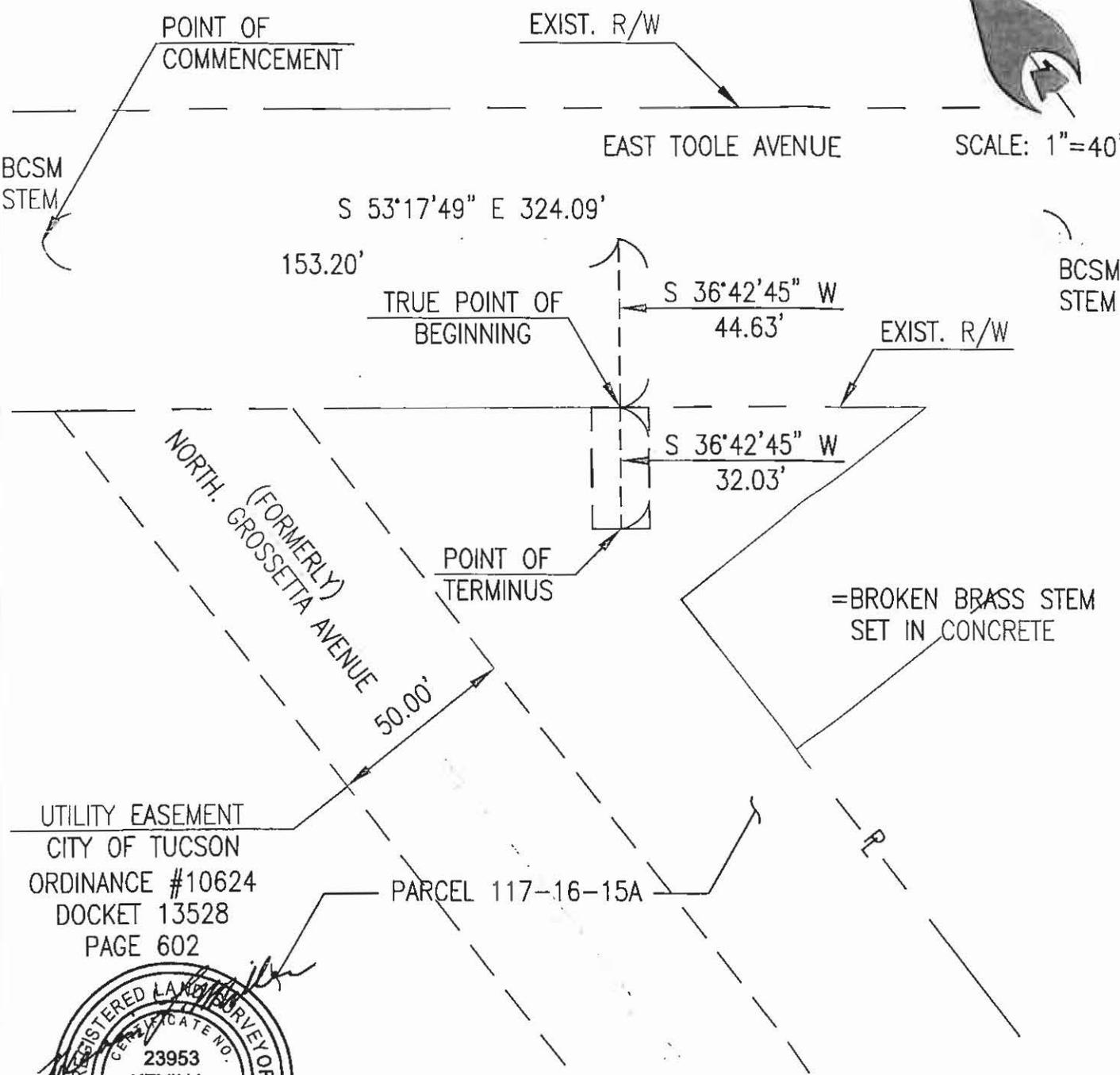
**GLHN**  
ARCHITECTS & ENGINEERS, INC.  
2939 E. BROADWAY BLVD. TUCSON, ARIZONA 85716  
PH: 520-881-4546 FAX: 520-795-1822 glhn.com

PUBLIC WATER EASEMENT  
PN 2-124-2011

PAGE 1 OF 2



SCALE: 1"=40'



EXPIRES 9-30-2012  
(REFERS TO RENEWAL DATE)

**GLHN**  
 ARCHITECTS & ENGINEERS, INC.  
 2839 E. BROADWAY BLVD. TUCSON, ARIZONA 85718  
 PH: 520-881-4548 FAX: 520-795-1822 glhn.com

PUBLIC WATER EASEMENT  
 PN 2-124-2011

EXHIBIT "A"  
 PAGE 2 OF 2

W.R. No. \_\_\_\_\_

W.O. No. \_\_\_\_\_

The undersigned hereby affirms that there is no Social Security Number contained in this document submitted for recording.

TO HAVE AND TO HOLD said easement unto Grantee, its successors and assigns, together with all rights granted hereby.

IN WITNESS WHEREOF, the duly authorized representative of the undersigned has executed this Grant of Easement this

23 day of January, 2012

Pima County, a political subdivision of the State of Arizona

Grantor *[Signature]*  
 Signature  
 Grantor *Christina Biggs, MEd. PC Real Prop.*  
 Printed Name/Title

**ACKNOWLEDGMENT**

STATE OF Arizona )  
 )  
 COUNTY OF Pima )

On 1/23/2012, before me, GREG FOSTER  
(here insert name of the officer)

a notary public, personally appeared Christina Biggs

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of Arizona that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature *[Signature]*





Stanley

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

## EXHIBIT "A"

### GRANT OF SOUTHWEST GAS CORPORATION EASEMENT

**APN 13004-001B01F**

That portion of the Northeast Quarter (NE 1/4) Section 20, Township 13 South, Range 13 East, Gila and Salt River Meridian, Pima County, Arizona, being more particularly described as follows:

**COMMENCING** at a brass capped survey monument marked RLS 19316 at the most northeasterly corner of Parcel 1 as described in Deed, recorded in Official Records of Pima County, Arizona, in Docket 6061, Page 922 on July 2, 1979, and as shown on Record of Survey recorded on Book 74, Page 42 of Records of Survey, Pima County Recorder, 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 309.58 feet; **THENCE** S 39°56'32" E, along the northeasterly line of said Parcel 1, a distance of 55.48 feet to the **POINT OF BEGINNING**;

**THENCE** continuing along said northeasterly line, S 39°56'32" E, a distance of 71.38 feet;

**THENCE** departing said line, S 50°42'31" W, a distance of 30.04 feet;

**THENCE** S 40°01'53" E, a distance of 486.44 feet;

**THENCE** S 37°15'10" E, a distance of 94.37 feet;

**THENCE** S 57°17'01" W, a distance of 10.03 feet;

**THENCE** N 37°15'10" W, a distance of 41.67 feet;

**THENCE** S 57°22'10" W, a distance of 254.33 feet;

**THENCE**, along a tangent curve, concave northerly, with a radius of 55.00 feet, a central angle of 116°25'16", the chord of which bears N 64°25'12" W for a distance of 93.50 feet, for an arc length of 111.76 feet;

**THENCE** N 06°12'33" W, a distance of 71.38 feet,

**THENCE** S 89°50'32" W, a distance of 46.37 feet;

**THENCE** N 01°41'49" W, a distance of 10.00 feet;

**THENCE** N 89°50'32" E, a distance of 55.63 feet;

Stantec

APN 103-04-001F

THENCE S 06°12'33" E, a distance of 80.38 feet,

THENCE, along a tangent curve, concave northerly, with a radius of 45.00 feet, a central angle of 116°25'16", the chord of which bears S 64°25'12" E for a distance of 76.50 feet, for an arc length of 91.44 feet;

THENCE N 57°22'10" E, a distance of 253.52 feet;

THENCE N 37°15'10" W, a distance of 41.62 feet;

THENCE N 40°01'53" W, a distance of 496.33 feet;

THENCE N 50°42'31" E, a distance of 30.05 feet;

THENCE N 39°56'32" W, a distance of 62.11 feet;

THENCE N 54°50'35" E, a distance of 10.03 feet the **POINT OF BEGINNING**

**CONTAINING:** 11,644 square feet or 0.27 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*

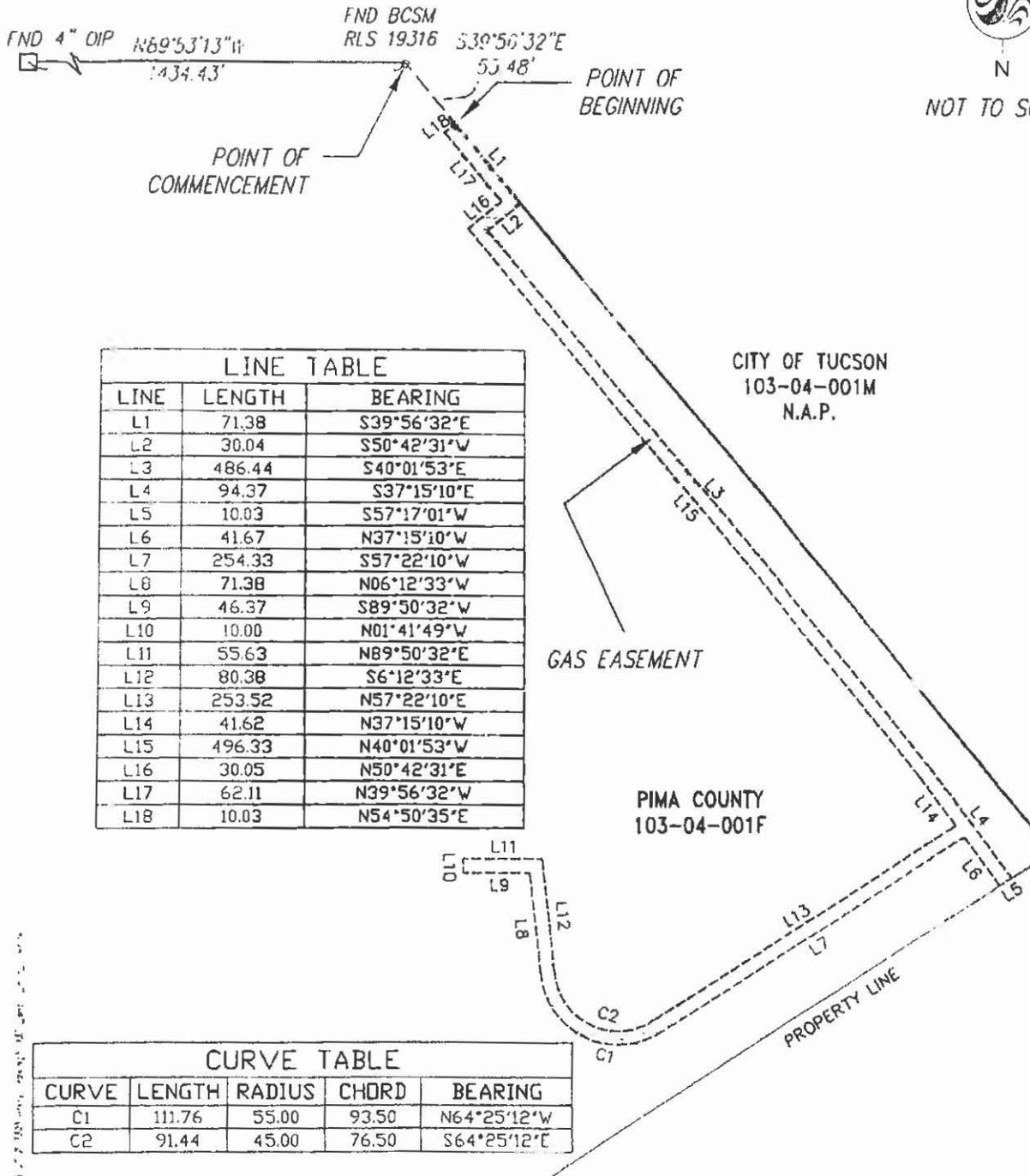
Prepared by Peter D. Cote, RLS  
Prepared on September 19, 2011  
Revised October 21, 2011  
Revised On January 5, 2012  
Prepared for and on behalf of Stantec Consulting Inc  
Project Number: 185629330



EXPIRES 3-31-2012



N  
NOT TO SCALE



LINE TABLE		
LINE	LENGTH	BEARING
L1	71.38	S39°56'32"E
L2	30.04	S50°42'31"W
L3	486.44	S40°01'53"E
L4	94.37	S37°15'10"E
L5	10.03	S57°17'01"W
L6	41.67	N37°15'10"W
L7	254.33	S57°22'10"W
L8	71.38	N06°12'33"W
L9	46.37	S89°50'32"W
L10	10.00	N01°41'49"W
L11	55.63	N89°50'32"E
L12	80.38	S6°12'33"E
L13	253.52	N57°22'10"E
L14	41.62	N37°15'10"W
L15	496.33	N40°01'53"W
L16	30.05	N50°42'31"E
L17	62.11	N39°56'32"W
L18	10.03	N54°50'35"E

CURVE TABLE				
CURVE	LENGTH	RADIUS	CHORD	BEARING
C1	111.76	55.00	93.50	N64°25'12"W
C2	91.44	45.00	76.50	S64°25'12"E

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

Jan 2012  
185629330



**Stantec Consulting**  
201 North Bonita Ave  
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  
S20, T13S, R13E, G.&S.R.M.

Figure No.

Title

Exhibit "B"  
Grant of Southwest Gas  
Corporation Easement

F. ANN RODRIGUEZ, RECORDER  
Recorded By: MRB  
DEPUTY RECORDER  
1562

OTEPC  
TUCSON ELECTRIC POWER  
PICKUP



SEQUENCE: 20121710031  
NO. PAGES: 7  
EASMNT 06/19/2012  
10:42  
PICK UP  
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 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.

2011-1-075  
W.R.#237424  
Sweetwater Treatment Plant  
3720 W. El Camino Del Cerro

EASE-12-08  
20/13/13  
Ww Central Lab  
103-04-001F



EXHIBIT A



**LEGAL DESCRIPTION  
ELECTRIC UTILITY EASEMENT  
CROSSING APN-103-04-001F**

THAT PORTION OF SECTION 20, TOWNSHIP 13 SOUTH, RANGE 13 EAST, GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

COMMENCING AT A BRASS STEM IN CONCRETE AT THE NORTH QUARTER CORNER OF SAID SECTION 20 FROM WHICH A BRASS CAP SURVEY MONUMENT AT THE NORTHEAST CORNER OF SAID SECTION BEARS NORTH 89 DEGREES 34 MINUTES 07 SECONDS EAST A DISTANCE OF 2,647.80 FEET;

THENCE NORTH 89 DEGREES 34 MINUTES 07 SECONDS EAST A DISTANCE OF 887.83 FEET TO A POINT,

THENCE SOUTH 00 DEGREES 25 MINUTES 53 SECONDS EAST A DISTANCE OF 1,532.57 FEET TO A POINT IN THE WEST BOUNDARY OF A PARCEL DESCRIBED IN DOCKET 6061, PAGE 922, IN THE OFFICE OF THE PIMA COUNTY RECORDER, SAID POINT BEING THE POINT OF BEGINNING,

THENCE NORTH 48 DEGREES 22 MINUTES 14 SECONDS EAST A DISTANCE OF 176.51 FEET TO A POINT,

THENCE NORTH 88 DEGREES 58 MINUTES 15 SECONDS EAST A DISTANCE OF 650.68 FEET TO A POINT IN THE NORTH BOUNDARY OF SAID PARCEL DESCRIBED IN DOCKET 6061, PAGE 922,

THENCE ALONG THE NORTH BOUNDARY OF SAID PARCEL DESCRIBED IN DOCKET 6061, PAGE 922, SOUTH 89 DEGREES 53 MINUTES 04 SECONDS EAST A DISTANCE OF 544.91 FEET TO A 2" BRASS CAP SURVEY MONUMENT "RLS 19316" AT THE NORTHEAST CORNER OF SAID PARCEL,

THENCE ALONG THE EAST BOUNDARY OF SAID PARCEL DESCRIBED IN DOCKET 6061, PAGE 922, SOUTH 39 DEGREES 56 MINUTES 31 SECONDS EAST A DISTANCE OF 677.16 FEET TO A POINT,

THENCE SOUTH 01 DEGREES 21 MINUTES 03 SECONDS EAST A DISTANCE OF 80.24 FEET TO A POINT,

THENCE NORTH 88 DEGREES 38 MINUTES 57 SECONDS EAST A DISTANCE OF 10.00 FEET TO A POINT,

THENCE SOUTH 01 DEGREES 21 MINUTES 03 SECONDS EAST A DISTANCE OF 50.00 FEET TO A POINT,

THENCE SOUTH 88 DEGREES 38 MINUTES 57 SECONDS WEST A DISTANCE OF 20.00 FEET TO A POINT,

THENCE NORTH 01 DEGREES 21 MINUTES 03 SECONDS WEST A DISTANCE OF 126.74 FEET TO A POINT,

THENCE NORTH 39 DEGREES 56 MINUTES 31 SECONDS WEST A DISTANCE OF 24.83 FEET TO A POINT,

THENCE SOUTH 50 DEGREES 03 MINUTES 29 SECONDS WEST A DISTANCE OF 10.00 FEET TO A POINT,

THENCE NORTH 39 DEGREES 56 MINUTES 31 SECONDS WEST A DISTANCE OF 20.00 FEET TO A POINT,

THENCE NORTH 50 DEGREES 03 MINUTES 29 SECONDS EAST A DISTANCE OF 10.00 FEET TO A POINT,

THENCE NORTH 39 DEGREES 56 MINUTES 31 SECONDS WEST A DISTANCE OF 446.79 FEET TO A POINT,

THENCE SOUTH 50 DEGREES 03 MINUTES 29 SECONDS WEST A DISTANCE OF 10.00 FEET TO A POINT,

THENCE NORTH 39 DEGREES 56 MINUTES 31 SECONDS WEST A DISTANCE OF 20.00 FEET TO A POINT,

THENCE NORTH 50 DEGREES 03 MINUTES 29 SECONDS EAST A DISTANCE OF 10.00 FEET TO A POINT,

THENCE NORTH 39 DEGREES 56 MINUTES 31 SECONDS WEST A DISTANCE OF 157.58 FEET TO A POINT,

THENCE SOUTH 82 DEGREES 10 MINUTES 16 SECONDS WEST A DISTANCE OF 137.95 FEET TO A POINT,

THENCE SOUTH 88 DEGREES 58 MINUTES 15 SECONDS WEST A DISTANCE OF 167.64 FEET TO A POINT IN THE EAST LINE OF A LICENSE PARCEL DESCRIBED IN AN OPERATION AND MAINTENANCE AGREEMENT DATED JUNE 8, 2009, BETWEEN SOLON CORPORATION AND PIMA COUNTY,

THENCE NORTH 46 DEGREES 56 MINUTES 47 SECONDS WEST A DISTANCE OF 30.37 FEET TO A POINT IN THE NORTH LINE OF SAID LICENSE PARCEL,

THENCE ALONG THE NORTH LINE OF SAID LICENSE PARCEL SOUTH 88 DEGREES 58 MINUTES 15 SECONDS WEST A DISTANCE OF 852.44 FEET TO A POINT AT THE NORTHWEST CORNER OF SAID LICENSE PARCEL,

THENCE ALONG THE WEST LINE OF SAID LICENSE PARCEL SOUTH 01 DEGREES 01 MINUTES 46 SECONDS EAST A DISTANCE OF 10.01 FEET TO A POINT,

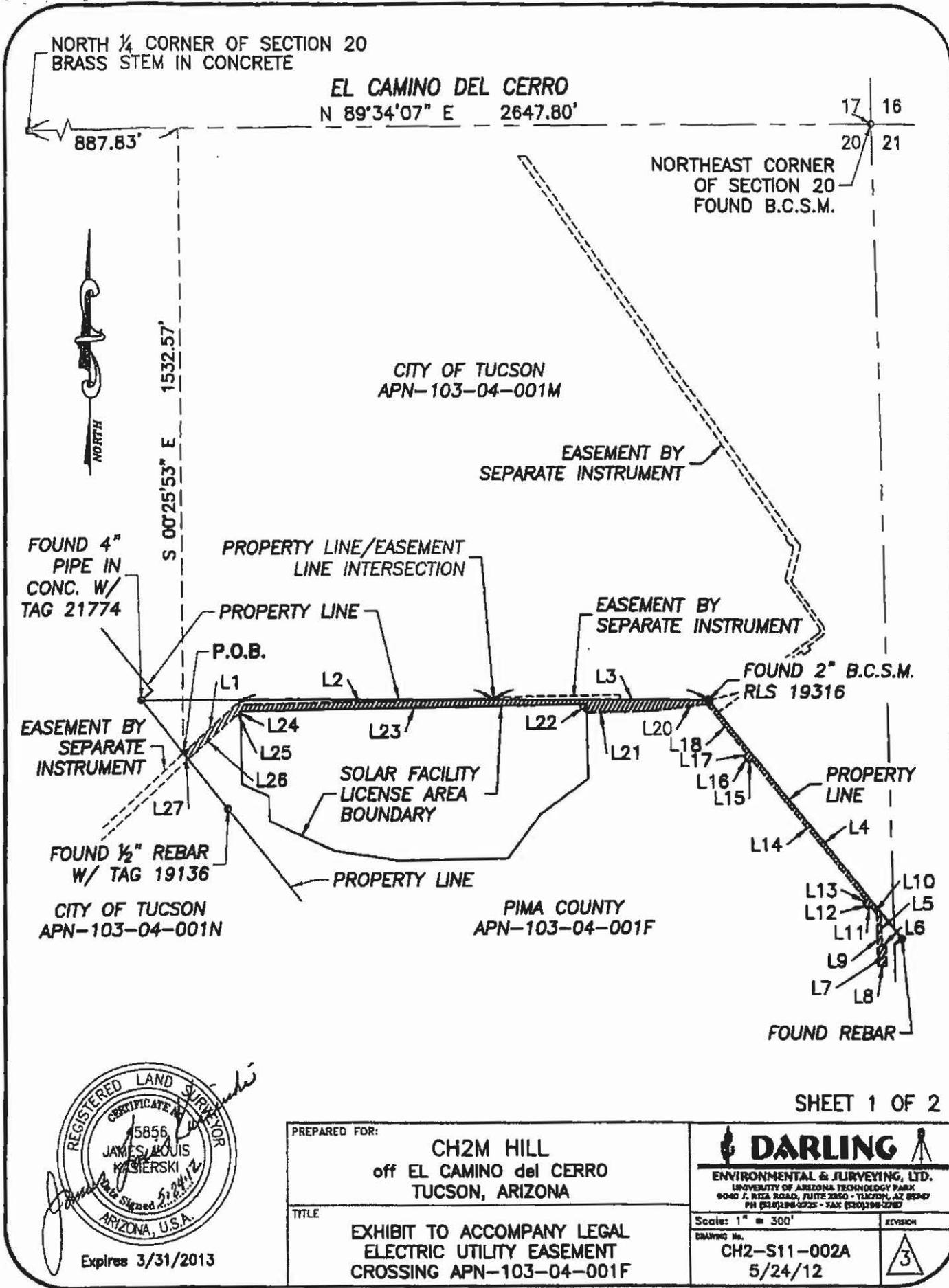
THENCE SOUTH 88 DEGREES 58 MINUTES 15 SECONDS WEST A DISTANCE OF 11.36 FEET TO A POINT,

THENCE SOUTH 48 DEGREES 22 MINUTES 14 SECONDS WEST A DISTANCE OF 160.70 FEET TO A POINT IN THE WEST BOUNDARY OF SAID PARCEL DESCRIBED IN DOCKET 6061, PAGE 922,

THENCE ALONG THE WEST BOUNDARY OF SAID PARCEL DESCRIBED IN DOCKET 6061, PAGE 922, NORTH 39 DEGREES 17 MINUTES 05 SECONDS WEST A DISTANCE OF 20.02 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED ELECTRIC UTILITY EASEMENT CONTAINS 34,108 SQUARE FEET MORE OR LESS.





NORTH ¼ CORNER OF SECTION 20  
BRASS STEM IN CONCRETE

EL CAMINO DEL CERRO  
N 89°34'07" E 2647.80'

NORTHEAST CORNER  
OF SECTION 20  
FOUND B.C.S.M.

CITY OF TUCSON  
APN-103-04-001M

EASEMENT BY  
SEPARATE INSTRUMENT

FOUND 4"  
PIPE IN  
CONC. W/  
TAG 21774

PROPERTY LINE/EASEMENT  
LINE INTERSECTION

PROPERTY LINE

EASEMENT BY  
SEPARATE INSTRUMENT

P.O.B.

FOUND 2" B.C.S.M.  
RLS 19316

EASEMENT BY  
SEPARATE  
INSTRUMENT

SOLAR FACILITY  
LICENSE AREA  
BOUNDARY

FOUND ½" REBAR  
W/ TAG 19136

PROPERTY LINE

CITY OF TUCSON  
APN-103-04-001N

PIMA COUNTY  
APN-103-04-001F

FOUND REBAR



Expires 3/31/2013

SHEET 1 OF 2

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

TITLE  
**EXHIBIT TO ACCOMPANY LEGAL  
ELECTRIC UTILITY EASEMENT  
CROSSING APN-103-04-001F**

**DARLING**  
ENVIRONMENTAL & SURVEYING, LTD.  
UNIVERSITY OF ARIZONA TECHNOLOGY PARK  
9040 J. RITA ROAD, SUITE 2050 - TUCSON, AZ 85742  
PH (520)298-0725 - FAX (520)298-0787

Scale: 1" = 300'  
DRAWING No. **CH2-S11-002A**  
5/24/12

REVISION  
3

LINE TABLE		
LINE	LENGTH	BEARING
L1	176.51'	N 48°22'14" E
L2	650.68'	N 88°58'15" E
L3	544.91'	S 89°53'04" E
L4	677.16'	S 39°56'31" E
L5	80.24'	S 01°21'03" E
L6	10.00'	N 88°38'57" E
L7	50.00'	S 01°21'03" E
L8	20.00'	S 88°38'57" W
L9	126.74'	N 01°21'03" W
L10	24.83'	N 39°56'31" W
L11	10.00'	S 50°03'29" W
L12	20.00'	N 39°56'31" W
L13	10.00'	N 50°03'29" E
L14	446.79'	N 39°56'31" W
L15	10.00'	S 50°03'29" W
L16	20.00'	N 39°56'31" W
L17	10.00'	N 50°03'29" E
L18	157.58'	N 39°56'31" W
L19	NOT	USED
L20	137.95'	S 82°10'16" W
L21	167.64'	S 88°58'15" W
L22	30.37'	N 46°56'47" W
L23	852.44'	S 88°58'15" W
L24	10.01'	S 01°01'46" E
L25	11.36'	S 88°58'15" W
L26	160.70'	S 48°22'14" W
L27	20.02'	N 39°17'05" W



SHEET 2 OF 2

PREPARED FOR: <b>CH2M HILL</b> off EL CAMINO del CERRO TUCSON, ARIZONA	ENVIRONMENTAL & SURVEYING, LTD. UNIVERSITY OF ARIZONA TECHNOLOGY PARK 9049 S. RITA ROAD, SUITE 2050 - TUCSON, AZ 85727 PH (520)298-0225 - FAX (520)298-0287
TITLE: <b>EXHIBIT TO ACCOMPANY LEGAL                  ELECTRIC UTILITY EASEMENT                  CROSSING APN-103-04-001F</b>	Scale: 1" = 200' DRAWING No. <b>CH2-S11-002A</b> 5/24/12 REVISION 

F. ANN RODRIGUEZ, RECORDER  
Recorded By: MC  
DEPUTY RECORDER  
4892

PCREA  
PIMA CO REAL PROPERTY SERVICES  
PICKUP



SEQUENCE : 20122770168  
NO. PAGES : 5  
EASMNT 10/03/2012 11:24  
PICK UP  
AMOUNT PAID: \$0.00

Phoenix, Arizona 85027 |  
Attn: Cox Business – Building Access Dept. |  
THIS IS A CONVEYANCE OF AN EASEMENT |  
AND CONSIDERATION IS LESS THAN \$100.00 |

space above for recorders use only

## GRANT OF EASEMENT

THIS GRANT OF EASEMENT is made this 3 day of OCTOBER, 2012, by and between Pima County, a political subdivision of the State of Arizona (“Grantor”) and Cox Communications, Arizona, LLC, d/b/a Cox Communications, a Delaware corporation (“Grantee”). Grantor is the owner of the real property located in Maricopa County, Arizona, which is more particularly described in Exhibit A, attached hereto and incorporated herein (the “Property”) and does hereby grant to Cox, its affiliates, successors and assigns, a perpetual, non-exclusive easement to construct, place, operate, inspect, maintain, repair, replace and remove telecommunications facilities as Cox may from time-to-time require, consisting of conduits, strands, wires, coaxial cables, hardware, pads, markers, pedestals, junction boxes with wires and cables and necessary fixtures and appurtenances (collectively “Facilities”), in, under, over, and upon that portion of the Property more particularly described in Exhibit B, attached hereto and incorporated herein (the “Easement Area”).

Cox shall have the exclusive right to use, relocate and/or remove its Facilities within the Easement Area and may make changes, including additions and substitutions to its Facilities as it deems necessary. The Facilities shall at all times remain the exclusive property of Cox and Grantor shall not damage the Facilities nor interfere with Cox’s use of the Facilities. Grantor, its successors and assigns shall have the right to use the Easement Area for any purpose which is not inconsistent with Cox’s rights herein.

For purpose of ingress and egress to the Easement Area, Cox shall have a right of access over, upon or along Grantor’s property as is reasonably necessary to access the Easement Area.

Grantor, for itself, its successors and assigns, does hereby covenant and agree with the Cox, and its successors and assigns, that Grantor at the time of execution of this Easement as the good, right and authority to grant this Easement, and that Grantor and its successors and assigns further covenant to warrant and defend said Easement against the lawful claims of all persons whatsoever.

EASE-12-13  
29/14/14  
PC Juvenile Court  
132-08-0075

PIMA COUNTY, a political subdivision of the State of Arizona

By:   
Christina Biggs

Title: Manager, Real Property Services

STATE OF ARIZONA )  
COUNTY OF PIMA ) §

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

  
Notary Public

My Commission Expires:



EXHIBIT A

Legal Description of Property

Pima County Parcel information;  
132-08-007J

SE PTN 193.24 AC SEC 29-14-14  
(FLOOD DENTENTION BASIN)

Docket 776, Page 416, Sequence Number 91063280  
2225 E AJO WAY

T14 R14 29 SW

**EXHIBIT B**  
LEGAL DESCRIPTION  
10' UTILITY EASEMENT

A 10.00 foot wide strip of land situated in the South Half of the Southwest quarter of Section 29, Township 14 South, Range 14 East of the Gila and Salt River Meridian, Pima County, Arizona, being 5.00 feet on each side of the following described centerline:

Commencing at the South Quarter Corner of said Section 29;

Thence upon the South Line of said Section 29, South 89°07'16"West, a distance of 907.81 feet, from which, the Southwest Corner of said Section 29 bears South 89°07'16"West at a distance of 1739.26 feet;

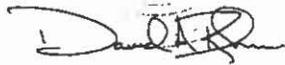
Thence, upon a line perpendicular said South Line, North 00°52'44"West, a distance of 247.76 feet to **the Point of Beginning**;

Thence, North 33°55'24"East, a distance of 368.15 feet;

Thence, North 28°34'43"East, a distance of 41.03 feet;

Thence, North 51°04'16"West, a distance of 108.05 feet to **the Point of Terminus**.

The sidelines of said easement are to be lengthened and shortened to meet at right angles to the end points of the above described centerline.

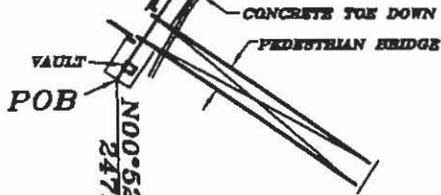
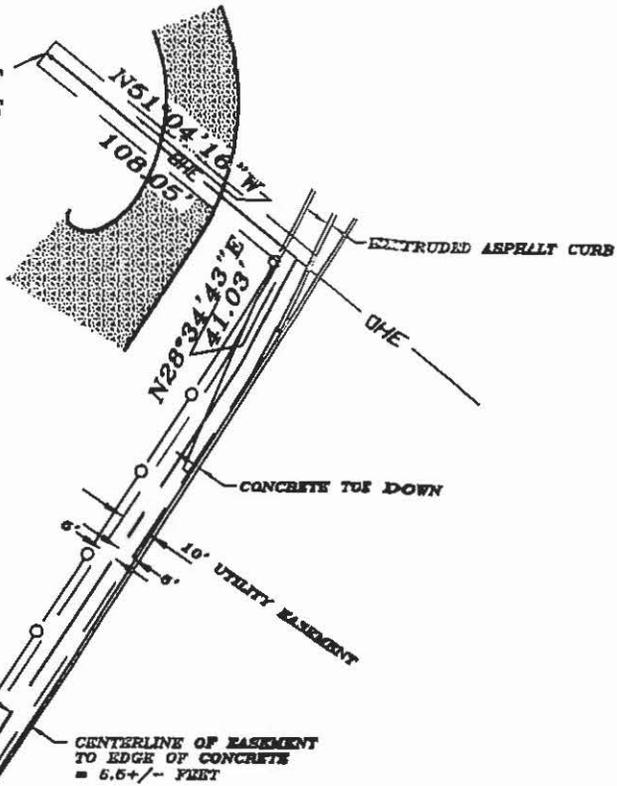


EXPIRES 03-31-2013

Prepared By  
David A. Rhine, RLS  
AZTEC Land Surveying, Inc.



POINT OF  
TERMINUS



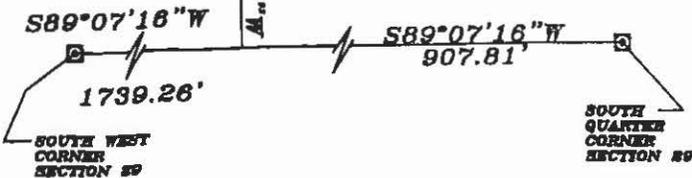
**SURVEYORS STATEMENT**

I, DAVID A. RHINE, A PROFESSIONAL LAND SURVEYOR, REGISTERED IN THE STATE OF ARIZONA, HAVE PREPARED THIS DOCUMENT FOR EXHIBIT PURPOSES ONLY AND MAY NOT BE SURVEYED/STAKED ON THE GROUND.

DAVID A. RHINE RLS#24530



EXPIRES 03-31-2013



**EXHIBIT B**  
(DEPICTED)

**AZTEC LAND SURVEYING INC**  
 7320 N La Cholla Blvd., Ste 154-127, Tucson, Arizona  
 Phone (520) 490-2027 Fax (480) 963-2147

EXHIBIT	
10' UTILITY EASEMENT LOCATED IN SECTION 29, T14S, R14E, G&SRM, PIMA COUNTY, ARIZONA.	Design Dwn. DAR Ck'd Scale: 1" = NTS
DATE: 09/14/2012	Job No. 35212
Sheet 2 of 2	

F. ANN RODRIGUEZ, RECORDER  
Recorded By: HR  
DEPUTY RECORDER  
4902

W  
TUCSON ELECTRIC POWER COMPANY  
PICKUP



SEQUENCE: 20123030099  
NO. PAGES: 4  
EASMNT 10/29/2012  
10:48  
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.

2012-1-071  
W.R.#248539  
Metro Water District  
2053 W. Magee Rd

Easement Page 1 of 2

EASE-12-14  
34/12/13  
Magee Rd. Project  
225-45-0020

4

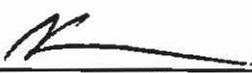
**PIMA COUNTY, a political subdivision of the State of Arizona**

By:   
Christina Biggs

Title: Manager, Real Property Services

STATE OF ARIZONA )  
  ) §  
COUNTY OF PIMA )

This instrument was acknowledged before me this 2nd day of Oct., 2012 by Christina Biggs as Manager of Real Property Services for Pima County, a political subdivision of the State of Arizona.

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

My Commission Expires:

4-15-13





Engineering and Environmental Consultants, Inc.

4625 East Fort Lowell Road | Tucson, Arizona 85712 | Tel 520.321.4625 | Fax 520.321.0333

April 18, 2012  
EEC No. 208038.17  
APN No. 225-45-0020  
Pima County  
Set 1485

**EXHIBIT A  
DESCRIPTION OF  
UTILITY EASEMENT  
(METRO WATER)**

That portion of the Northwest One-Quarter (NW ¼) of Section 34, Township 12 South, Range 13 East, Gila and Salt River Meridian, Pima County, Arizona, described as follows:

COMMENCING at a ½ inch Iron Pin (no tag) added ACP "RLS 14145" at the Northwest corner of said Section 34, from said point a ½ inch Iron Pin (no tag) added ACP "RLS 14145" at the North One-Quarter (N ¼) corner of said Section 34 bears North 89°11'18" East a distance of 2,642.16 feet;

THENCE North 89°11'18" East, along the North Line of said Northwest One-Quarter (NW ¼), a distance of 360.00 feet;

THENCE South 00°38'42" East 90.00 feet to the POINT OF BEGINNING on a line 90.00 feet Southerly of and parallel with the North Line of said Northwest One-Quarter (NW ¼);

THENCE North 89°11'18" East, along said parallel line, a distance of 15.00 feet;

THENCE South 00°38'42" East 21.67 feet to a line 111.67 feet Southerly of and parallel with the North Line of said Northwest One-Quarter (NW ¼);

THENCE South 89°11'18" West, along said parallel line, a distance of 15.00 feet;

THENCE North 00°38'42" West 21.67 feet to the POINT OF BEGINNING.

Prepared by:  
ENGINEERING AND ENVIRONMENTAL CONSULTANTS, INC.

James L. Dean, RLS

JLD:\bh

J:\Survey\jdcem\LEGAL\208038.17\Set 1485 - Utility Easement.doc



www.eec-info.com

Environmental Services | Flood Control & Drainage | Land Development  
Land Surveying | Transportation | Water & Wastewater  
Tucson • Phoenix

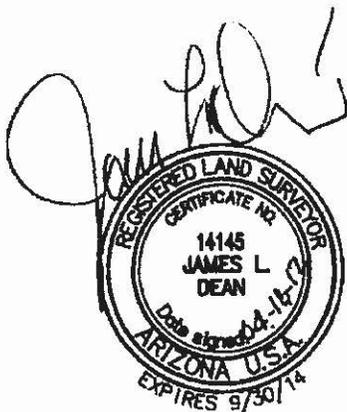
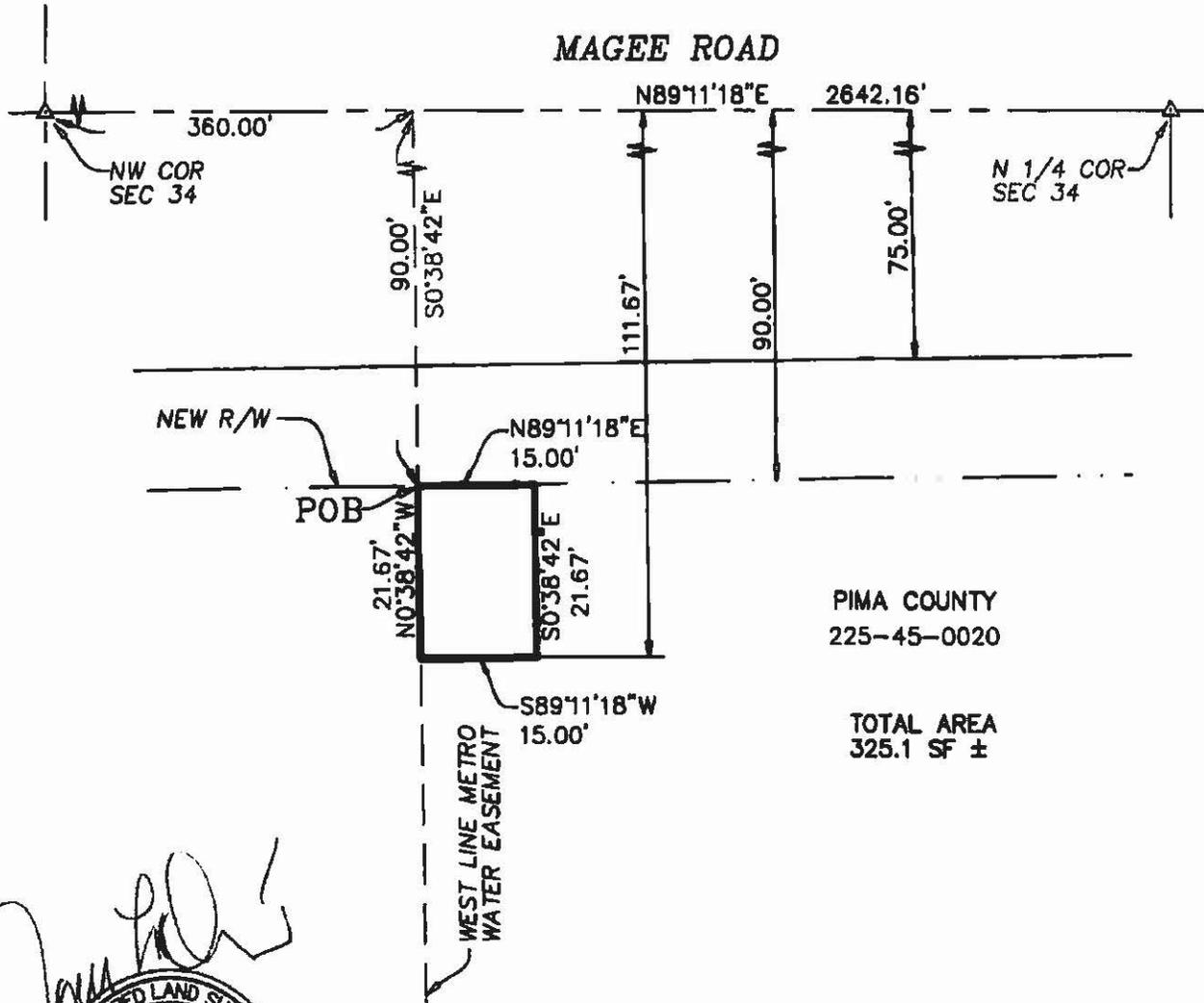
**Basis of Bearings:**

The bearing being S89°39'00.18"W as measured between Pima County DOT-City of Tucson Geodetic Control Point (7)T13 and Pima County DOT-City of Tucson Geodetic Control Point (7)T01.

△ = FOUND MONUMENT AS NOTED  
 ○ = SET PK NAIL/TAG "RLS 14145"



1"=20'

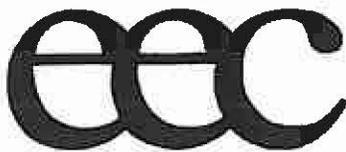


**DEPICTION OF  
 EXHIBIT A  
 UTILITY EASEMENT  
 (METRO WATER)**

SEC. 34, T-12-S, R-13-E, G&SRM  
 PIMA COUNTY, ARIZONA

Engineering and Environmental Consultants, Inc.

4625 E. FT. LOWELL RD.  
 TUCSON, ARIZONA 85712 520-321-4625



SET 1485

04/18/12

208038.17  
 SHT 1 OF 1

F. ANN RODRIGUEZ, RECORDER  
Recorded By: K\_O  
DEPUTY RECORDER  
1861

PCREA  
PIMA CO REAL PROPERTY SERVICES  
PICKUP



SEQUENCE : 20123400003  
NO. PAGES : 5  
EASMNT 12/05/2012  
8:45  
PICK UP  
AMOUNT PAID : \$0.00

space above for recorders use only

## GRANT OF EASEMENT

THIS GRANT OF EASEMENT is made this 4<sup>th</sup> day of DECEMBER 2012, by and between Pima County, a political subdivision of the State of Arizona ("Grantor") and Cox Communications, Arizona, LLC, d/b/a Cox Communications, a Delaware corporation ("Grantee"). Grantor is the owner of the real property located in ~~Mohave~~ <sup>Pima</sup> County, Arizona, which is more particularly described in Exhibit A, attached hereto and incorporated herein (the "Property") and does hereby grant to Cox, its affiliates, successors and assigns, a perpetual, non-exclusive easement to construct, place, operate, inspect, maintain, repair, replace and remove telecommunications facilities as Cox may from time-to-time require, consisting of conduits, strands, wires, coaxial cables, hardware, pads, markers, pedestals, junction boxes with wires and cables and necessary fixtures and appurtenances (collectively "Facilities"), in, under, over, and upon that portion of the Property, more particularly described in Exhibit B, attached hereto and incorporated herein (the "Easement Area").

Cox shall have the exclusive right to use, relocate and/or remove its Facilities within the Easement Area and may make changes, including additions and substitutions to its Facilities as it deems necessary. The Facilities shall at all times remain the exclusive property of Cox and Grantor shall not damage the Facilities nor interfere with Cox's use of the Facilities. Grantor, its successors and assigns shall have the right to use the Easement Area for any purpose which is not inconsistent with Cox's rights herein.

For purpose of ingress and egress to the Easement Area, Cox shall have a right of access over, upon or along Grantor's property as is reasonably necessary to access the Easement Area.

Grantor, for itself, its successors and assigns, does hereby covenant and agree with the Cox, and its successors and assigns, that Grantor at the time of execution of this Easement as the good, right and authority to grant this Easement, and that Grantor and its successors and assigns further covenant to warrant and defend said Easement against the lawful claims of all persons whatsoever.

EASE-12-14  
20/13/16  
Augs Calverts Park  
205-34-1740

**Addendum to Easement**

**PRIOR TO THE COMMENCEMENT OF CONSTRUCTION** Grantee shall contact Amy Loughner (877-6106) at Natural Resources, Parks & Recreation to coordinate and get concurrence on all aspects of easement construction which includes but is not limited to, Park access, Blue staking, staging of equipment, construction and the placement of barricades for public safety during construction.

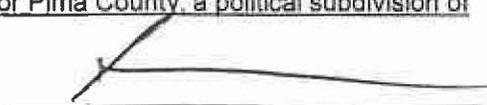
Consistent with Pima County Board of Supervisors Policy No. C 3.17, Grantee, and its employees, contractors, and agents shall comply with all applicable federal, state, and local cultural resources and historic preservation statutes, regulations, ordinances, policies and guidelines prior to any ground disturbance within the Easement Area. Grantee shall coordinate with the Pima County Office of Cultural Resources and Historic Preservation when planning and designing construction, and when implementing cultural resources compliance activities. Grantee is solely responsible for all costs related to cultural resources compliance activities arising from Grantee's activities within the Easement Area. This easement construction will require adherence to the revised archaeological monitoring plan as approved by the State Historic Preservation Office.

**PIMA COUNTY, a political subdivision of the State of Arizona**

By:   
Neil Konigsberg  
Title: Manager, Real Property Services

STATE OF ARIZONA )  
                                  ) §  
COUNTY OF PIMA )

This instrument was acknowledged before me this 4<sup>th</sup> day of DECEMBER, 2012, by Neil Konigsberg as Manager of Real Property Services for Pima County, a political subdivision of the State of Arizona.

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

My Commission Expires:



EXHIBIT A

Legal Description of Property

That certain property as described in the conveyance to Pima County in Docket 7246 at Page 158, of record in the office of the Pima County Recorder, Pima County, Arizona.

## EXHIBIT B

### LEGAL DESCRIPTION 10' UTILITY EASEMENT

A 10.00 foot wide strip of land situated in the South Half of the Southwest quarter of Section 20, Township 13 South, Range 16 East of the Gila and Salt River Meridian, Pima County, Arizona, being 5.00 feet on each side of the following described centerline:

Commencing at the South Quarter Corner of said Section 20;

Thence upon the South Line of said Section 20, South  $89^{\circ}08'23''$  West, a distance of 270.44 feet, from which, the Southwest Corner of said Section 20 bears South  $89^{\circ}08'23''$  West at a distance of 2379.14 feet;

Thence, upon a line perpendicular said South Line, North  $00^{\circ}51'37''$  West, a distance of 533.33 feet to **the Point of Beginning**;

Thence, North  $24^{\circ}51'06''$  West, a distance of 62.52 feet;

Thence, North  $13^{\circ}47'38''$  East, a distance of 172.19 feet;

Thence, North  $01^{\circ}44'26''$  West, a distance of 61.28 feet;

Thence, North  $08^{\circ}12'56''$  East, a distance of 72.19 feet;

Thence, North  $24^{\circ}29'20''$  East, a distance of 57.78 feet;

Thence, North  $19^{\circ}59'06''$  West, a distance of 39.32 feet;

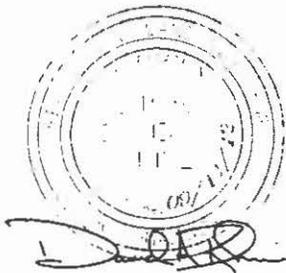
Thence, North  $08^{\circ}16'33''$  West, a distance of 88.51 feet to the beginning of a tangent curve to the right;

Thence upon the arc of said tangent curve concave to the East a distance of 40.51 feet, which has a radius of 40.00 feet, a tangent length of 22.18 feet, a central angle of  $58^{\circ}01'20''$ , the radius of which bears North  $81^{\circ}43'27''$  East, the chord of which bears North  $20^{\circ}44'07''$  East for a distance of 38.80 feet;

Thence, North  $49^{\circ}44'47''$  East, a distance of 39.33 feet;

Thence, North  $80^{\circ}19'06''$  East, a distance of 49.50 feet to **the Point of Terminus**.

The sidelines of said easement are to be lengthened and shortened to meet at right angles to the end points of the above described centerline.

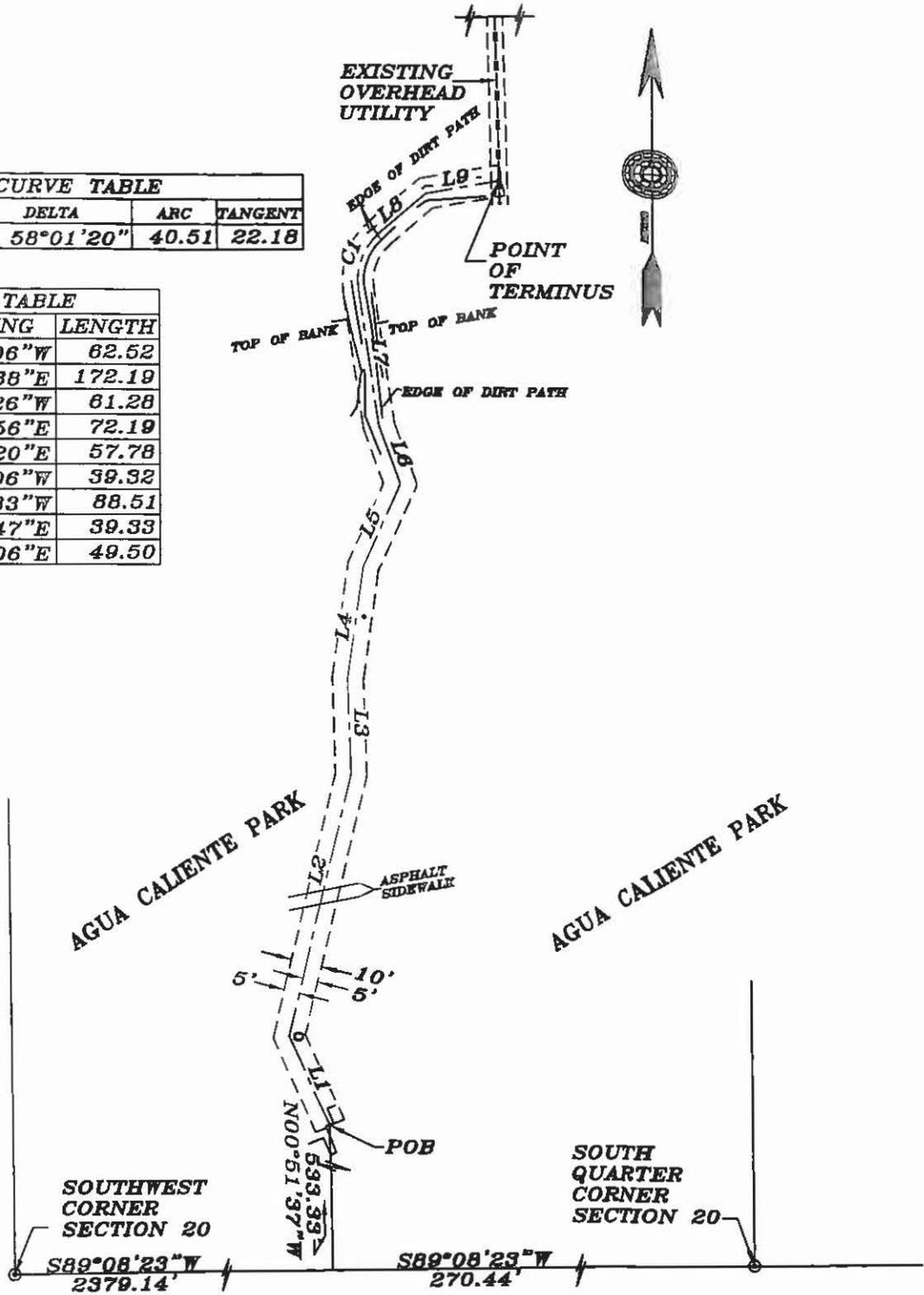


EXPIRES 03-31-2013

Prepared By  
David A. Rhine, RLS  
AZTEC Land Surveying, Inc.

CURVE TABLE				
CURVE	RADIUS	DELTA	ARC	TANGENT
C1	40.00	58°01'20"	40.51	22.18

LINE TABLE		
LINE	BEARING	LENGTH
L1	N24°51'06"W	62.52
L2	N13°47'38"E	172.19
L3	N01°44'26"W	61.28
L4	N08°12'56"E	72.19
L5	N24°29'20"E	57.78
L6	N19°59'06"W	39.32
L7	N08°16'33"W	88.51
L8	N49°44'47"E	39.33
L9	N80°19'06"E	49.50



EXPIRES 03-31-2013

**SURVEYORS STATEMENT**  
 I, DAVID A. RHINE, A PROFESSIONAL LAND SURVEYOR, REGISTERED IN THE STATE OF ARIZONA, HAVE PREPARED THIS DOCUMENT FOR EXHIBIT PURPOSES ONLY AND MAY NOT BE SURVEYED/STAKED ON THE GROUND.

DAVID A. RHINE RLS#24530

**EXHIBIT B**  
(depicted)

**AZTEC LAND SURVEYING INC.**  
 7320 N. La Cholla Blvd., Ste 154-127, Tucson, Arizona  
 Phone (520) 450-2027 Fax (480) 963-2147

EXHIBIT		
10' UTILITY EASEMENT LOCATED IN SECTION 20, T13S, R16E G&SRM, PIMA COUNTY, ARIZONA.		Design Drn. DAR Ck'd Scale: 1" = NTS
DATE: 09/12/2012	Job No. 35112	Sheet 2 of 2



F. ANN RODRIGUEZ, RECORDER  
Recorded By: KES

DEPUTY RECORDER  
4901

OTEPC  
TUCSON ELECTRIC POWER  
PICKUP



SEQUENCE: 20123210169  
NO. PAGES: 5  
EASMNT 11/16/2012  
10:55  
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 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.

2012-1104  
W.R.#254137  
Pima County Natural Resources - Canoa Preserve Softball  
3500 S Camino De La Canoa

Easement Page 1 of 2

EASE-12-17  
35/18/13  
Canoa Preserve Softball Fields  
340-18-941A

5



EXHIBIT "A"

October 11, 2012  
WLB No. 107010-B001-1003  
W:\LEGALS\107010\Electric-1.doc



**LEGAL DESCRIPTION FOR  
10' WIDE AND 15' WIDE  
ELECTRIC EASEMENT**

A 10 (ten) foot wide and 15 (fifteen) foot wide Electric Easement located in a portion of that particular parcel of land described in Sequence 20110600310 in the office of the Pima County, Arizona Recorder, said easements being 5 (five) and 7.50 (seven and one half) feet respectively on each side of the following described centerline;

**COMMENCING** at the Northwesterly corner of said parcel, said point being the beginning of a curve on the Easterly right-of-way of the Southern Pacific Railroad, said curve being concave to the east, having a radius of 11309.19 feet, a radial line passing through said point bears N 59°56'16" W;

**THENCE** Southwesterly along said right-of way, through a central angle of 01°18'18" a distance of 257.59 feet to a point on said right-of-way from which the radius point bears S 61°14'34" E;

**THENCE** S 61°14'34" E along said radial line, a distance of 35.00 feet to a point on the easterly line of an existing Electric Easement recorded in Docket 12534 at Page 2909 in said Recorders Office, said point being the **TRUE POINT OF BEGINNING** of said 10 (ten) foot wide easement;

**THENCE** S 88°42'56" E a distance of 21.93 feet to the beginning of a curve concave to the southwest, having a radius of 242.00 feet;

**THENCE** Easterly along said curve, through a central angle of 31°42'52" a distance of 133.95 feet;

**THENCE** S 57°00'04" E a distance of 73.39 feet;

**THENCE** S 44°14'00" E a distance of 74.90 feet;

**THENCE** S 53°58'07" E a distance of 93.69 feet;

**THENCE** S 23°05'55" E a distance of 39.22 feet;

**THENCE** S 09°33'30" E a distance of 37.43 feet to the **POINT OF TERMINUS** of said 10 (ten) foot wide easement and the **TRUE POINT OF BEGINNING** of said 15 (fifteen) foot wide easement;

**THENCE** S 09°33'30" E a distance of 15.00 feet to the **POINT OF TERMINUS** of said 15 (fifteen) foot wide easement.

The sidelines of said 10 (ten) foot wide easement to be lengthened or shortened to commence on the easterly line of said existing easement recorded in Docket 12534 at Page 2909.

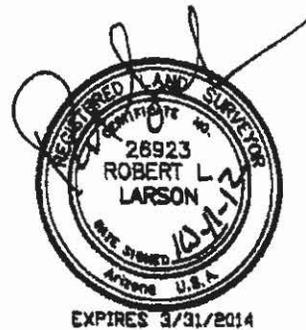
October 11, 2012  
WLB No. 107010-B001-1003  
W:\LEGALS\107010\Electric-1.doc

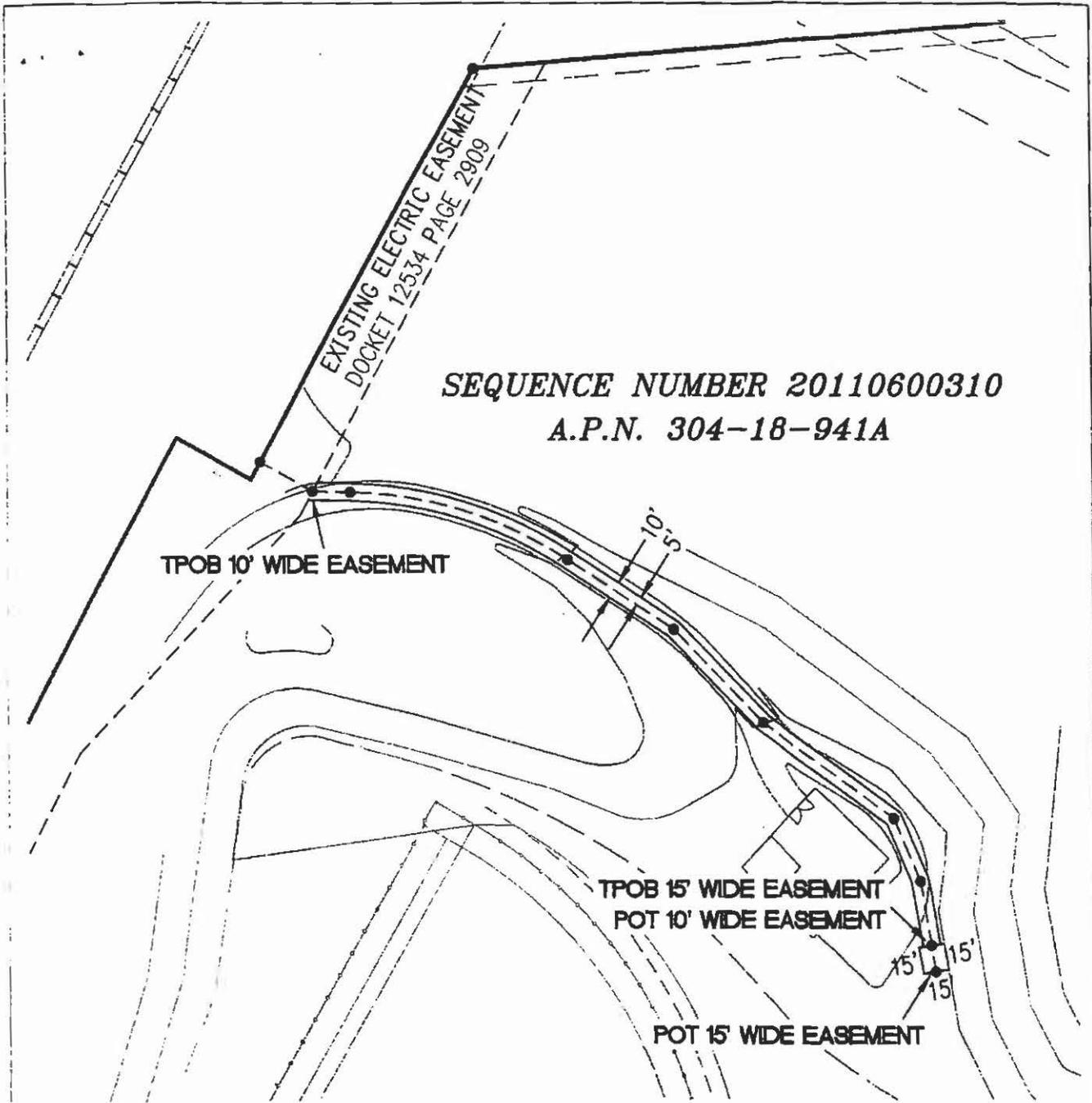


CONTAINING 4,975 square feet or 0.114 acres of land more or less.

Prepared by:  
THE WLB GROUP, INC.

Robert L. Larson  
RL: rll





**EXHIBIT TO ACCOMPANY DESCRIPTION OF  
 10' WIDE AND 15' WIDE ELECTRIC EASEMENTS  
 WITHIN  
 A.P.N. 304-18-941A  
 WITHIN A PORTION OF THE NORTH HALF  
 OF THE SAN IGNACIO DE LA CANOA LAND GRANT  
 PIMA COUNTY, ARIZONA**

1"=80'



When Recorded, Please Return to:  
Pima County Real Property Services  
201 N Stone Ave, 6<sup>th</sup> Flr  
Tucson, AZ 85701-1215

\* E RECORDING \* Page 1 of 7  
  
SEQUENCE: 20130290046  
No. Pages: 7  
1/29/2013 10:34 AM

F. ANN RODRIGUEZ, RECORDER  
Recorded By: KN (e-recording)



Parcel Number:

Title Security Agency

Order # 7000538

ACCESS EASEMENT

1. **Defined Terms.** The following terms will be used as defined terms in this Access Easement ("*Easement*"):

*Grantor:* PIMA COUNTY, a political subdivision of the State of Arizona

*Grantee:* DCM Development Company, L.L.C., an Arizona limited liability company

*Grantee's Property:* the real property described on Exhibit B

*Easement Area:* the real property depicted on Exhibit A

2. **Background and Purpose.** Grantee discovered the physical access road that he has utilized for access over the years was never properly granted for the benefit of his property. Grantee is requesting this easement from Grantor to secure the rights of legal ingress and egress over this existing access road for the benefit of Grantee's property. Grantor has agreed to provide this Easement for the benefit of Grantee.

3. **Grant of Easement.** Grantor hereby conveys to Grantee, for the benefit of Grantee and Grantee's Property, a perpetual, non-exclusive access easement over the Easement Area. The Easement Area may be used for public access to Grantee's property by all persons lawfully conducting business on the land, whether by motor vehicle or other means of transportation including bicycle.

4. **Maintenance of Easement Area.** Grantee shall maintain the Easement Area in a good and safe condition.

5. **Indemnity.** To the extent permitted by law, Grantee shall indemnify, defend, and hold harmless Grantor from any and all present or future claims, demands, causes of action in law or equity caused by the negligent or intentionally wrongful acts of Grantee, its officers, agents and/or employees in connection with the use of the Easement Area.

Agent: MLS	File #: Ease 12-	P [X] De [ ] Do [ ] E [ ]
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Easement - Ingress/Egress - Approved by NK 12-14-2012

EASE-13-01  
22/13/13  
County Project  
104-03-186A

6. **Restrictions on Use by Grantor.** Grantor shall not erect, place or maintain, nor to permit the erection, placement, or maintenance of any improvements in the Easement Area that would unreasonably interfere with the ability of Grantee to exercise the rights granted herein.

7. **Restrictions on Use by Grantee.** Grantee acknowledges that the Easement Area is encumbered by an existing, perpetual 15 foot access easement that provides legal ingress/egress to other private property owners. Grantee shall construct, operate and maintain the Easement Area in a manner that will not unreasonably interfere with the ability of these private property owners to exercise their rights of ingress/egress over this 15 foot access easement.

8. **Covenant to Run with Land.** This Easement is a covenant that runs with the land.

9. **Amendment.** This Easement may only be amended by a written instrument executed by Grantor and Grantee or the then owners of Grantee's Property and the Easement Area.

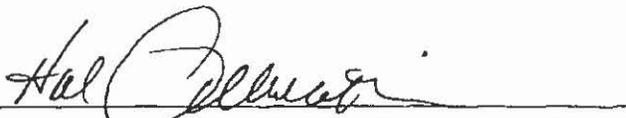
Grantor and Grantee have executed this Easement on the dates set forth below.

**GRANTOR: Pima County, a political subdivision of the State of Arizona**

By:   
Neil Konigsberg, Manager, Real Property Services

Date: 1-15-2013

APPROVED AS TO FORM:

  
Hal Gilbreath, Deputy County Attorney

STATE OF ARIZONA )  
  ) §  
COUNTY OF PIMA )

This instrument was acknowledged before me this 15<sup>th</sup> day of January 2013, by Neil Konigsberg as Manager of Real Property Services for Pima County, a political subdivision of the State of Arizona.

Agent. MLS	File #	Ease 12-	P <input checked="" type="checkbox"/> De <input type="checkbox"/> Do <input type="checkbox"/> E <input type="checkbox"/>
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[Signature]  
Notary Public

My Commission Expires:

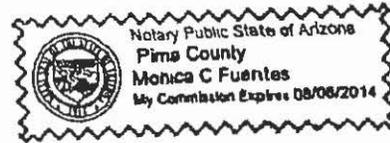
4-15-2013

GRANTEE: *DCM Development Company, L.L.C.,  
an Arizona limited liability company*

By: [Signature] CHRIS LECHNER

1/15/2013  
Date

Title: MANAGING MEMBER



STATE OF ARIZONA        )  
  ) ss  
COUNTY OF PIMA        )

The foregoing instrument was acknowledged before me this 15 day of January, 2013,  
by Chris Lechner as Managing Mem of DCM  
Development Company, L.L.C., an Arizona limited liability company.

[Signature] Monica C Fuentes  
Notary Public

My Commission Expires:

8/6/14

Agent: MLS	File #: Ease 12-		P   X   De   J   Do     E
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SHANE LAND SURVEYING  
2301 N. Margaret Ave.  
Tucson, Arizona 85716  
(520) 327-382

# Exhibit "A"

OCTOBER 21, 2012  
(JOB NO. 12-036)

## INGRESS-EGRESS EASEMENT

A PORTION OF THE PARCEL OF LAND DESCRIBED IN DOCKET 11589 AT PAGE 3488 WITHIN THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 13 SOUTH RANGE 13 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, PIMA COUNTY ARIZONA. DESCRIBED AS FOLLOWS:

COMMENCING AT THE CENTERLINE INTERSECTION OF RUTHRAUFF ROAD WITH THE WEST LINE OF SAID NORTHEAST QUARTER, FROM WHICH THE NORTH QUARTER CORNER OF SECTION 22, BEARS NORTH 01° 11' 04" WEST A DISTANCE OF 1128.97 FEET, THE CENTER OF SAID SECTION BEARS SOUTH 01° 11' 04" EAST A DISTANCE OF 1538.50 FEET AND THE CENTER NORTH SIXTEENTH CORNER BEARS SOUTH 01° 11' 04" EAST A DISTANCE OF 204.76 FEET;

THENCE SOUTH 10° 20' 20" EAST, UPON THE CENTERLINE OF SAID RUTHRAUFF ROAD ACCORDING TO THE CONSTRUCTION PLAN NO. 1-2005-009 A DISTANCE OF 398.69 FEET;

THENCE LEAVING SAID CENTERLINE, NORTH 79° 39' 40" EAST, A DISTANCE OF 60.00 FEET TO THE TO THE NORTHEASTERLY RIGHT OF WAY LINE OF SAID RUTHRAUFF ROAD BEING A POINT OF INTERSECTION WITH THE WESTERLY PROJECTION OF THE SOUTHERLY LINE OF THE PARCEL OF LAND DESCRIBED IN DOCKET 9262 AT PAGE 714 AND THE POINT OF BEGINNING;

THENCE UPON SAID WESTERLY PROJECTION, AND THE SOUTHERLY LINE, SOUTH 88° 34' 14" EAST, A DISTANCE OF 87.16 FEET;

THENCE LEAVING SAID LINE, SOUTH 01° 25' 46" WEST, A DISTANCE OF 35.00 FEET;

THENCE NORTH 88° 34' 14" WEST, A DISTANCE OF 79.87 FEET TO SAID NORTHEASTERLY RIGHT OF WAY LINE;

THENCE UPON SAID NORTHEASTERLY RIGHT OF WAY LINE NORTH 10° 20' 20" WEST, A DISTANCE OF 35.75 FEET TO THE POINT OF BEGINNING;

J. Scott Shane R.L.S.



EXPIRES 06/30/13



## EXHIBIT "B"

Agent: MLS	File #: Ense 12-		P [X] De [ ]   Do [ ] E [ ]
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Exhibit A

The East 413.00 feet of the North half of the West 558.00 feet of the North Half of the following described parcel:

The West 858 feet of the Southwest quarter of the Northeast quarter of Section 22, Township 13 South, Range 13 East, Gila and Salt River Base and Meridian, Pima County, Arizona.

EXCEPT the South 1015.4 feet thereof.

FURTHER EXCEPT the North 30 feet thereof reserved for road purposes.

(JV Arb 112)