

RIGHT OF WAY EASEMENT

**AMPHITHEATER PUBLIC SCHOOL DISTRICT NO. 10, of Pima County Arizona,
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.

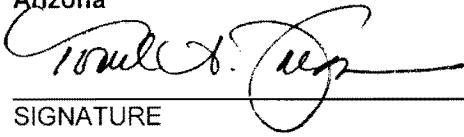
Grantor shall not increase or decrease the ground surface elevation within the boundary of the above-described easement and right of way after approved final grade is established and meets Grantee's construction standards. Subsequent to the construction, the ground surface shall not be penetrated to 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.

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 8th day of March, 2012.

Amphitheater Public School District No. 10, of Pima County, a political subdivision of the State of Arizona



SIGNATURE

TODD A. JAEGER

PRINTED NAME

GENERAL COUNSEL

TITLE

STATE OF)
) §
COUNTY OF)

The foregoing instrument was acknowledged before me this _____ day of _____, 2012, by _____ as _____ for the Amphitheater Public School District No. 10, of Pima County Arizona, a political subdivision of the State of Arizona.

Notary Public

ELECTRICAL EASEMENT

A 15 foot by 15 foot transformer easement for the installation and maintenance of electrical equipment and appurtenances with Section 25 Township 13 South, Range 13 East Gila and Salt River Meridian, Pima County, Arizona which is more particularly described as follows:

Commencing at the North Quarter Corner of said Section 25;

Thence South 00 degrees 11 minutes 43 seconds East, a distance of 81.06 feet, to the Northeast corner of Roger Road Townhouses, as recorded in Book 32 at Page 94 of Maps and Plats, said point being on the South Right of Way of Roger Road as it now exists, and the East edge of an existing 18.00 foot wide electrical easement as recorded in Book 2283 Page 532

Thence South 00 degrees 12 minutes 21 seconds East, along the east boundary line of Roger Road Townhouses, a distance of 580.67 feet to a found 2" open pipe, said point being the southeast corner of said Roger Road Townhouses.

Thence South 89 degrees 21 minutes 19 seconds West, along the south property line of Roger Road Townhouses, a distance of 18.0 feet to the west edge of said 18 foot electrical easement and the "Point of Beginning" of this transformer easement.

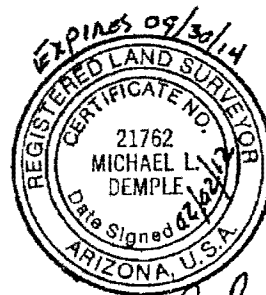
Thence Continue South 89 degrees, 21 minutes, 19 seconds, West, a distance of 15.00 feet;

Thence North 00 degrees 12 minutes, 21 seconds West, a distance of 15 feet;

Thence North 89 degrees 47 minutes 39 seconds, East, a distance of 15.00 feet;

Thence South 00 degrees, 12 minutes, 21 seconds, East, a distance of 14.89 feet, to the "Point of Beginning" of this easement.

Said parcel contains 225 square feet more or less



Michael L. Demple

