

ORIGINAL



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BEFORE THE ARIZONA CORPORATION COMMISSION

Arizona Corporation Commission

DOCKETED

JUL 23 2013

COMMISSIONERS

BOB STUMP - CHAIRMAN
GARY PIERCE
BRENDA BURNS
BOB BURNS
SUSAN BITTER SMITH

2013 JUL 23 P 3:36

AZ CORP COMMISSION
DOCKET CONTROL

DOCKETED BY [Signature]

IN THE MATTER OF THE APPLICATION OF UNS ELECTRIC, INC. FOR A CERTIFICATE OF ENVIRONMENTAL COMPATIBILITY FOR THE VAIL TO VALENCIA 115 KV TO 138 KV TRANSMISSION LINE UPGRADE PROJECT, ORIGINATING AT THE EXISTING VAIL SUBSTATION IN SEC. 4, T.16S., R.15E., PIMA COUNTY, TO THE EXISTING VALENCIA SUBSTATION IN SEC. 5, T. 24S., R.14E., IN THE CITY OF NOGALES, SANTA CRUZ COUNTY, ARIZONA.

DOCKET NO. L-00000F-09-0190-00144

UNS ELECTRIC, INC.'S REQUEST TO AMEND ITS CERTIFICATE OF ENVIRONMENTAL COMPATIBILITY FOR LINE SITING CASE NO. 144

(Expedited Review Requested)

UNS Electric, Inc. ("UNS Electric"), through undersigned counsel, hereby submits its request to amend its Certificate of Environmental Compatibility ("CEC") issued by the Arizona Power Plant and Transmission Line Siting Committee ("Committee") on July 15, 2009, and approved in Decision No. 71282 (October 7, 2009) – for the Vail to Valencia 115 kV to 138 kV Transmission Line Upgrade Project ("Project"). UNS Electric requests minor modifications to the approved route (the "Project Alignment") in order to accommodate property owners and avoid protracted proceedings and engineering issues for the Project. The amendment, if approved, will not result in any increased environmental impact under the factors delineated in A.R.S. § 40-360.06; and it will meet the need for reliable transmission in Santa Cruz County. In support of this request, UNS Electric states the following:

1. On April 21, 2009, UNS Electric submitted its original Application for approval of the Project that interconnects four existing substations in Santa Cruz County (Kantor, Cañez, Sonoita, and Valencia) with the Vail Substation in Pima County (a major import substation) – and upgrades the line voltage from 115 kV to 138 kV. The Project removes capacity limitations

1 that currently exist due to limitations on the Western Area Power Administration (“WAPA”)
2 System to which the line is currently interconnected at the Nogales Tap and allows UNS Electric
3 to continue to meet growing load demand for its customers in Santa Cruz County. The rebuild of
4 the majority of the line to steel monopoles also improves the reliability of the transmission line
5 serving Santa Cruz County. The Commission ultimately approved a CEC for UNS Electric’s
6 project in Decision No. 71282 (Case No. 144).

7 2. The Commission largely approved the Preferred Route for the Project that the
8 Committee issued a CEC for. The one exception was at a point north of the Cãnez Substation,
9 where the Commission adjusted the route to accommodate the wishes of property owners and
10 residents in that area.

11 3. UNS Electric has worked with property owners along the route in accordance
12 with Conditions 20 and 21 of the CEC regarding the location of the Project’s right-of-way
13 (“ROW”) and placement of poles. At certain locations, UNS Electric needs minor modifications
14 to the CEC to allow the steel monopoles to be located outside the 500-foot corridor that was
15 approved in Decision No. 71282 in order to accommodate preferences of specific landowners.
16 There are six total modifications to the route, totaling approximately 16 structures and 1.7 miles
17 described below:

18 (1) To accommodate one monopole that is the last pole prior to the attachment
19 point at the Vail Substation. This monopole would be slightly outside the
20 corridor by approximately 70 feet, but is located entirely on the property of
21 Tucson Electric Power Company, an affiliate of UNS Electric. This
22 adjustment was needed to accommodate connection to the Substation.

23 (2) To notify and inform the Commission that, although the monopoles will be
24 within the approved corridor (requiring no change to the Project Alignment
25 in this location), the ROW will extend beyond the corridor adjacent to the
26 Nogales Tap for about 1,300 feet. After extended discussions with the
27

1 Bureau of Land Management (“BLM”) regarding location on their property
2 it became clear to UNS Electric that the timing for approval would not
3 accommodate the in-service needs of the Project. A willing private land
4 owner, South Wilmot Investors, agreed to an easement on their property – a
5 portion of which is inside the previously approved 500-foot corridor. The
6 monopoles will be within the 500-foot corridor, but the ROW itself will
7 extend approximately 40 feet to the west outside the approved corridor for
8 approximately 1,300 feet. Attached to this request as Exhibit 1 is a recorded
9 easement with South Wilmot Investors and CCA Properties of Arizona.

10 (3) To accommodate one monopole for a drop into the Cañez Substation on the
11 east side of the Substation that is approximately 80 feet outside of the
12 corridor, but that is entirely within the existing property owned by UNS
13 Electric.

14 (4) At points along Old Tucson Road where engineering issues prevent the
15 rebuild from occurring within the 500-foot corridor, a slight shift in the
16 corridor (approximately 60 feet to the east) to accommodate two structures
17 for approximately 0.2 miles. The issues are related to the existing roadway
18 and the new poles will be located in road right of way. The pole locations in
19 this area have been determined after extensive meetings and discussions
20 between UNS Electric, Santa Cruz County and the City of Nogales.

21 (5) At a point near the proximity of the Wilson Produce property in Nogales,
22 relocating the corridor by approximately 1,300 feet to the north and
23 northeast – to allow the structures to be placed on an adjacent landowner’s
24 property. UNS Electric was not able to reach agreement with the owners of
25 Wilson Produce, but the adjacent property owner was in support of and
26 agreed to allow the structures to be placed on his property Attached as
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Exhibit 2, to this filing are two recorded easements with the property owner (Harvey) for this reroute around the Wilson property. This modification will affect 6 structures for approximately 0.5 mile.

(6) Finally, the largest modification is for approximately six structures, in order to bypass the Chamberlain property near the southern terminus of the Project. Negotiations to locate one or more structures on the Chamberlain property have stalled due to the property owner's absolute refusal to accommodate the Project and procedural resistance to UNS Electric's eminent domain proceedings (Santa Cruz Co. Superior Court Case No. CV2012-00234). UNS Electric approached adjacent property owners in the vicinity of this location regarding the potential to avoid the Chamberlain property; these property owners have preliminarily agreed in writing to allow the line and the associated monopoles to be located on their respective properties. But to do so, the route corridor needs to be shifted approximately 920 feet south and southeast of the original approved corridor, for approximately 0.5 mile. Attached as Exhibit 3 to this request are signed option agreements with four property owners and an email commitment from the fifth that cover the land adjacent to the Chamberlain property that coincide with this requested optional alignment.

Regarding the last section involving the Chamberlain property, because additional proceedings are still necessary to confirm use of this alternative, UNS Electric is requesting to maintain approval of the original route while also approving the modification. UNS Electric would only pursue the original route as a worse-case scenario in this area if the acquiring easements to the modification cannot be finalized. But having both options available is necessary given the in-service date for the line and the looming expiration date for the CEC in 2014.

1 4. Also attached to this request are three additional exhibits. Exhibit 4 shows the
2 first three modification requests. Exhibit 5 shows the last three modification requests. Finally,
3 Exhibit 6 is a more detailed diagram of the final modification request of an alternate path to
4 locate the structures around the Chamberlain property.

5 5. Attached as Exhibit 7 to this request is a modified "Exhibit A" that includes the
6 proposed changes for the Project Alignment detailed above. Decision No. 71282 in Paragraph
7 27 had required UNS Electric to file a Revised Exhibit A describing the Project Alignment
8 consistent with the route the Commission approved for the Project. Exhibit 7 amends that
9 description to conform to the proposed changes.

10 6. The proposed amendment will result in the following changes to the textual
11 description of the Project Alignment in the CEC (with the changes noted in italics):

12 (1) On Page 3 of the original CEC, lines 5 through 6: "At this intersection, the
13 Alignment turns south extending to the Nogales Tap and interconnects to the
14 existing line (1.5 miles), *with the right-of-way extending approximately 40*
15 *feet to the west of the western boundary of the 500 foot corridor for*
16 *approximately 1,300 feet around the Nogales Tap where the corridor*
17 *crosses land held by the Bureau of Land Management."*

18 (2) At Page 2 of Decision No. 71282 that approved but modified the route of the
19 Project, lines 18 through 22: "The alignment then resumes paralleling the
20 UPRR ROW to a point west of the Cañez Substation (1.3 miles) at which
21 point it crosses over the UPRR track to a point *just east of the Canez*
22 *Substation, where the line will drop into the Cãnez substation. The Project*
23 *then continues southerly adjacent to the UPRR in the Santa Cruz River*
24 *Valley (3.4 miles)."*

25 (3) On Page 4 of the original CEC, lines 1 through 3: "Northerly of the
26 intersection of Old Tucson Road and Grand Avenue, the line departs from
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the existing line to proceed east of and parallel to Grand Avenue on the east side of Nogales Wash through an industrial area (0.5 miles).”

(4) On page 4, lines 1 through 3 in the original CEC: “*Approximately 900 feet north of Old Tucson and Grand Avenue the Project departs the existing alignment in an easterly direction approximately 1,500 feet to North Silver Hills Drive, then travels southeasterly for 1,600 feet along Silver Hills Drive to the intersection with West Gold Hill Road, before traveling southeasterly for 400 feet and then heading southeasterly along the new route through industrial area approximately 0.8 miles to the existing line). In the alternative, only if it is not feasible to acquire the necessary rights of way by the expiration date for the CEC, then at the intersection of Old Tucson Road and Grand Avenue, the line departs from the existing line to proceed east of and parallel to Grand Avenue on the east side of the Nogales Wash through an industrial area for 0.9 miles.*”

7. The amendment requested in this filing is necessary to clarify the alignment of the Project ROW that UNS Electric has been able to obtain for the Project. This change will ensure that the Project is completed in a timely manner and before the five-year term of the CEC to construct the line expires. This changed alignment is based on UNS Electric’s efforts to work with the various property owners along the line and will avoid protracted and costly condemnation proceedings. This Project is still necessary for UNS Electric to provide reliable service in Santa Cruz County.

8. UNS Electric contends that the modifications requested in its request to amend the CEC will result in no increased environmental impacts under the factors delineated in § 40-360.06 – while also not adversely impacting the ability of the Project to satisfy its purpose and need. The total number of monopoles affected by the proposed amendment is approximately 16 out of 211 total new structures.

1 Copy of the foregoing hand-delivered/mailed
2 this 23rd day of July 2013 to:

3 Chairman John Foreman
4 Arizona Power Plant and Transmission Line Siting Committee
5 Arizona Attorney General Office
6 1275 West Washington Street
7 Phoenix, Arizona 85007

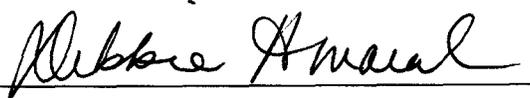
8 Marshall Magruder
9 P. O. Box 1267
10 Tubac, Arizona 85646-1267

11 Elizabeth Buchroeder-Webb
12 17451 E. Hilton Ranch Rd.
13 Vail, Arizona 85641

14 Lyn Farmer
15 Chief Administrative Law Judge
16 Hearing Division
17 Arizona Corporation Commission
18 400 West Congress Suite # 221
19 Tucson, AZ 85701-1347

20 Steven M. Olea, Director
21 Utilities Division
22 Arizona Corporation Commission
23 1200 West Washington Street
24 Phoenix, Arizona 85007

25 Janice Alward, Chief Counsel
26 Legal Division
27 Arizona Corporation Commission
1200 West Washington Street
Phoenix, Arizona 85007

28 By 

Exhibit

"1"



Revised October 8, 2012
August 9, 2012
EEC No. 208005-002
South Wilmot Land Investors, LLC
APN 303-09-0030
Set 7

DESCRIPTION OF UNS ELECTRIC EASEMENT

That portion of the East One-Half (E ½) of Section 12, Township 16 South, Range 14 East, Gila and Salt River Meridian, Pima County, Arizona, described as follows:

BEGINNING at a ½ inch Iron Pin (no tag) added ACP "RLS 14145" at the East One-Quarter (E ¼) corner of said Section 12, from said point a ½ inch Iron Pin (no tag) added ACP "RLS 14145" at the Southeast corner of said Section 12 bears S 00°16'05" E a distance of 2,644.31 feet and a Brass Cap Survey Monument "RLS 4527" at the Northeast corner of said Section 12 bears N 00°11'10" W 2,633.61 feet;

THENCE S 00°16'05" E, along the Southeast One-Quarter (SE ¼) of said Section 12, a distance of 98.28 feet;

THENCE N 56°58'13" W 107.74 feet to a line 90.00 feet Westerly of and parallel with the East Line of the Northeast One-Quarter (NE ¼) of said Section 12;

THENCE N 00°11'10" W, along said parallel line, a distance of 330.90 feet to the Southerly line of the parcel described in Docket 13959 at Page 2779, Pima County Recorder's Office, Pima County, Arizona;

THENCE S 71°45'08" E, along said Southerly line, a distance of 94.87 feet to a ½ inch Iron Pin "RLS 44121" on the East Line of said Northeast One-Quarter (NE ¼);

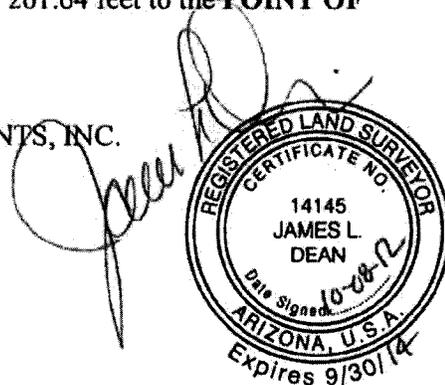
THENCE S 00°11'10" E, along said East Line, a distance of 261.64 feet to the **POINT OF BEGINNING**.

Prepared by:
ENGINEERING AND ENVIRONMENTAL CONSULTANTS, INC.

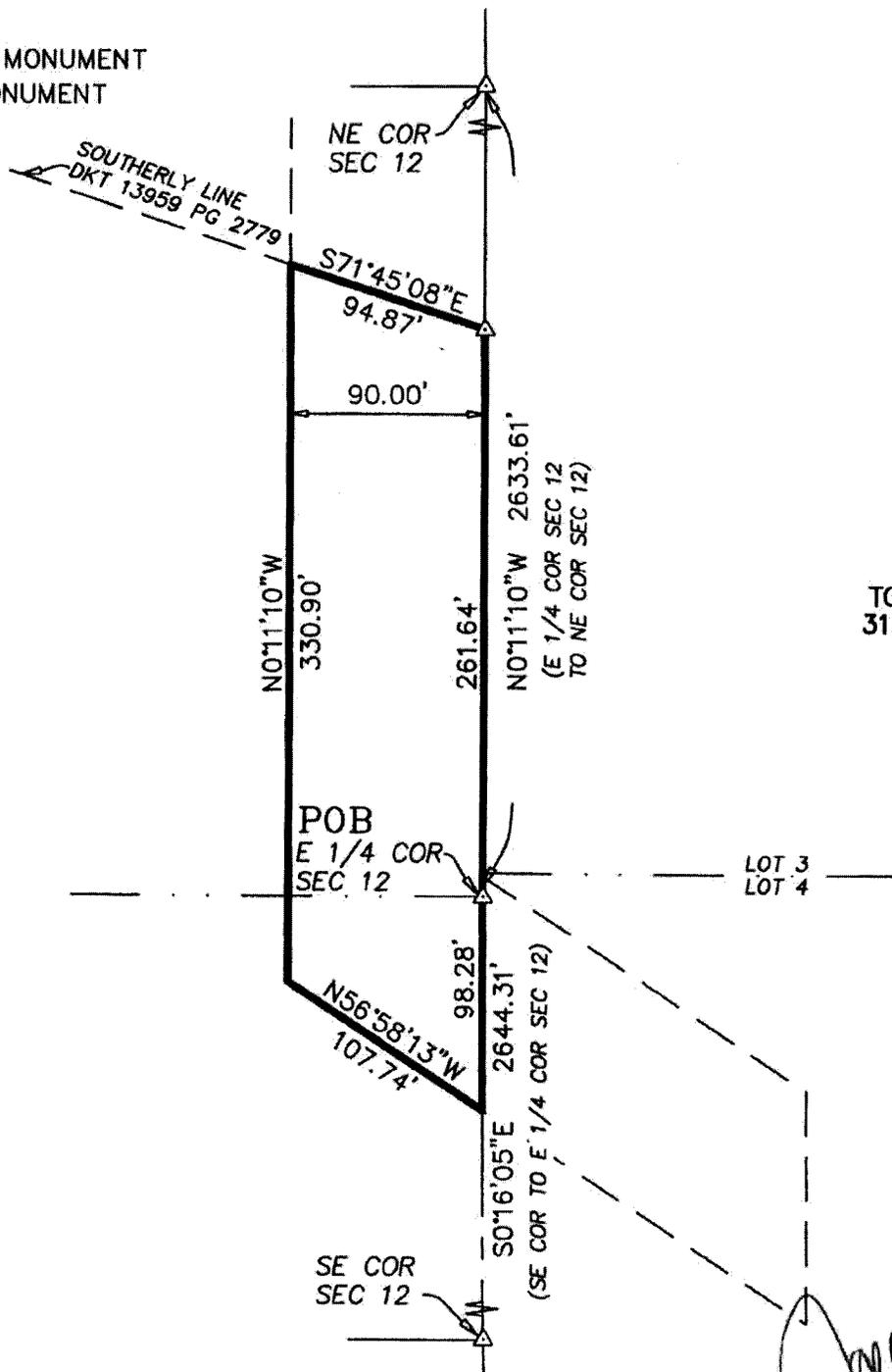
James L. Dean, R.L.S.

JLD:\bh

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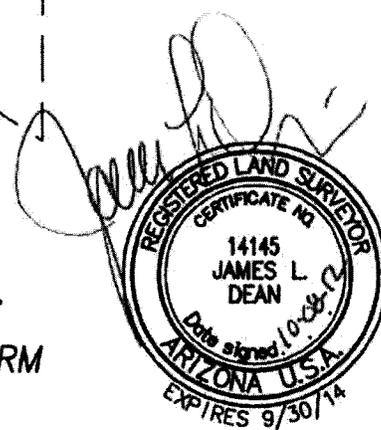


△ = FOUND MONUMENT
 ○ = SET MONUMENT



TOTAL AREA
 31,089.5 SF ±

DEPICTION OF
EXHIBIT A
UNS ELECTRIC EASEMENT
 SEC. 12, T-16-S, R-14-E, G&SRM
 PIMA COUNTY, ARIZONA



Engineering and Environmental Consultants, Inc.

4625 E. FT. LOWELL RD.
 TUCSON, ARIZONA 85712 520-321-4625
 SET 7 10/08/12



208005

SHT 1 OF 1



When recorded mail to:
Unisource Energy Services
Attention: Liza Castillo (HQW603)
P.O. Box 711
Tucson, AZ 85702-0711

ELECTRIC TRANSMISSION AND DISTRIBUTION RIGHT-OF-WAY EASEMENT

CCA PROPERTIES OF ARIZONA, LLC, a Tennessee limited liability company

(hereinafter referred to as "Grantor"), hereby grants to **UNS Electric, Inc.**, 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 one or more transmission and distribution voltage electric lines and appurtenant facilities for the transmission and distribution of electricity, consisting of wires, wood or steel poles, lattice towers, surface and underground foundations, cables, guy wires, anchors, and other appurtenant fixtures and equipment necessary or useful for transmission and distribution of electrical energy and for communication facilities of Grantee, including fiber-optic ground wires, concrete pads, aboveground structures and underground conduits associated with communications systems (taken together, the "Facilities") in, over, under, across and along that certain real property described as follows (the "Easement"):

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

Grantor agrees for itself, its successors and assigns, not to erect, place or maintain, nor to permit the erection, placement or maintenance of any building, landscaping, earth fill, walls or fences upon the Easement which would impair the repair, maintenance or removal of any or all of Grantee's Facilities. Grantor shall have the right to construct and maintain a driveway or access road across the Easement. All systems, including electrical and communication structures installed by Grantee in and upon the Easement, shall remain the personal property of the Grantee and shall not be deemed a part of the realty.

Grantee and its contractors, agents and employees shall have the right to trim or top such trees and to cut such roots and remove such obstacles that could endanger or interfere with the Facilities and shall have free access to all of the Facilities and every part thereof, at all times, for the purpose of exercising the rights herein granted. Except for such trimming and clearing, Grantee shall repair any damage to Grantor's property and restore Grantor's property to the condition existing prior to Grantee's entry onto the Grantor's property.

Grantee shall have the right during initial construction of the Facilities, to use for the purposes incidental to said construction, a strip of land 30 feet in width adjacent and contiguous to the Easement, said strip to be in whole or in part on each side of the Easement, said right to use said strip of land ceasing and being terminated at such time as said initial construction is completed.

The foregoing grant is hereby made subject to all security regulations imposed by Grantor from time to time.

Grantor hereby agrees that these covenants are made for the above-described underlying real property which is the subject of this Easement.

In consideration of the mutual terms, covenants and conditions herein contained, this Easement shall be binding upon and inure to benefit of any heirs, executors, administrators, permittees, licensees, agents, or assigns of Grantor and any successors and assigns of Grantee.

In witness hereof, the Grantor has executed these presents this 16th day of October, 2012.



EXHIBIT "A"

Engineering and Environmental Consultants, Inc.

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

Revised September 19, 2012
August 9, 2012
EEC No. 208005-002
CCA Properties of AZ, LLC
APN 303-09-002Z
Set 9

DESCRIPTION OF UNS ELECTRIC EASEMENT

That portion of the Northeast One-Quarter (NE ¼) of Section 12, Township 16 South, Range 14 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 East One-Quarter (E ¼) corner of said Section 12, from said point a Brass Cap Survey Monument "RLS 4785" at the Northeast corner of said Section 12 bears N 00°11'10" W a distance of 2,633.61 feet;

THENCE N 00°11'10" W, along the East Line of said Northeast One-Quarter (NE ¼), a distance of 261.64 feet to a ½ inch Iron Pin "RLS 44121" at the POINT OF BEGINNING on the Southerly line of the parcel described in Docket 13959 at Page 2779, Pima County Recorder's Office, Pima County, Arizona;

THENCE N 71°45'08" W, along said Southerly line, a distance of 94.87 feet to a line 90.00 feet Westerly of and parallel with the East Line of said Northeast One-Quarter (NE ¼);

THENCE N 00°11'10" W, along said parallel line, a distance of 1,057.82 feet;

THENCE N 21°10'00" E 247.18 feet to the East Line of said Northeast One-Quarter (NE ¼);

THENCE S 00°11'10" E, along said East Line, a distance of 1,318.03 feet to the POINT OF BEGINNING.

Prepared by:

ENGINEERING AND ENVIRONMENTAL CONSULTANTS, INC.

James L. Dean, R.L.S.

JLD:\dp

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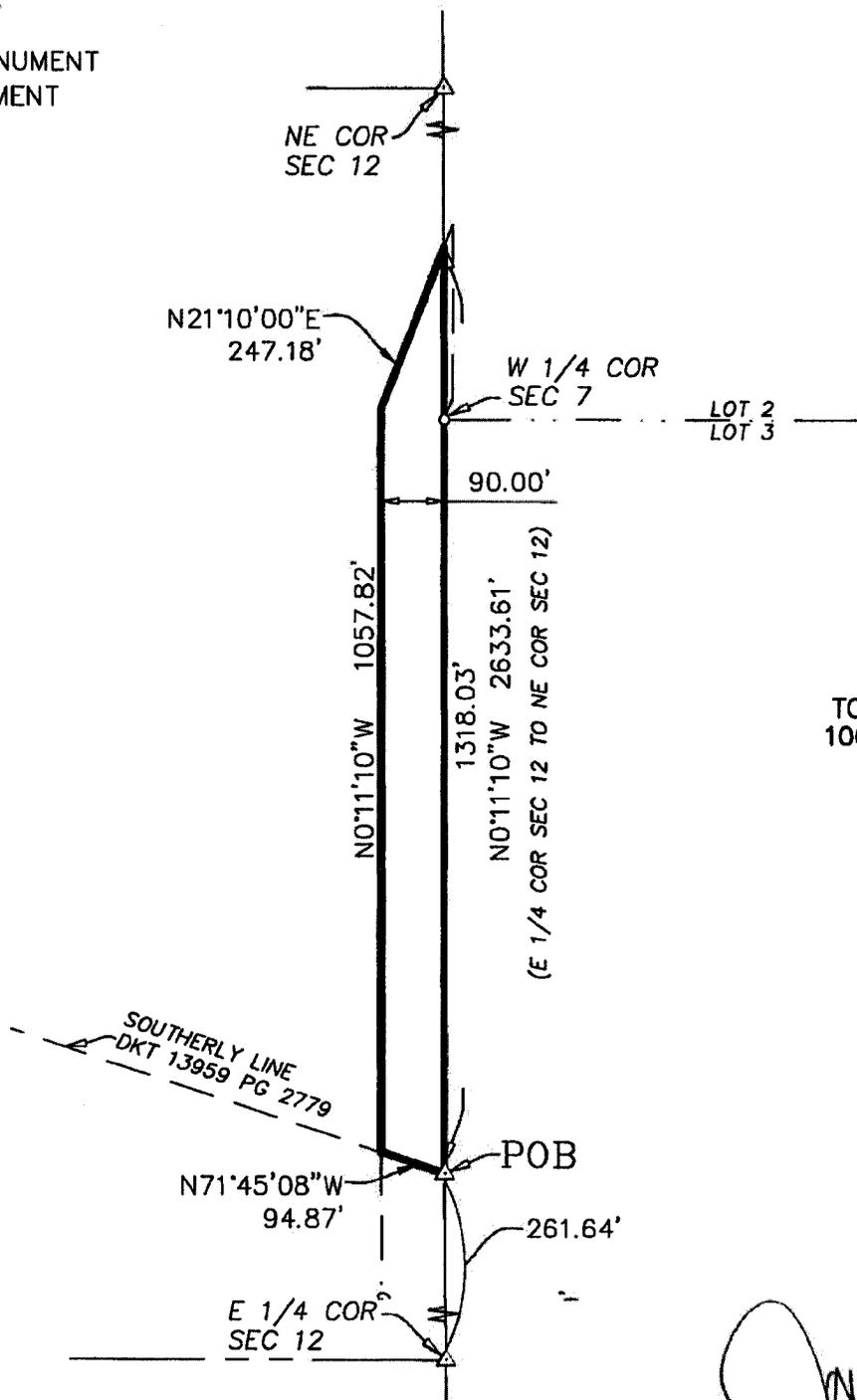


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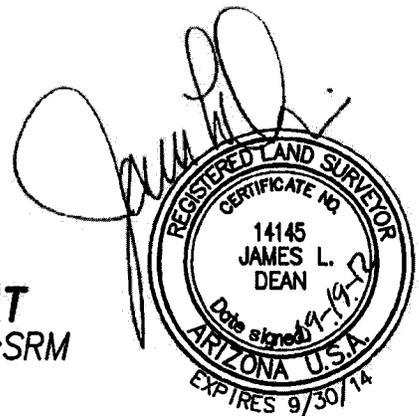
Tucson • Phoenix

△ = FOUND MONUMENT
○ ≡ SET MONUMENT



TOTAL AREA
106,913.0 SF ±

DEPICTION OF
EXHIBIT A
UNS ELECTRIC EASEMENT
SEC. 12, T-16-S, R-14-E, G&SRM
PIMA COUNTY, ARIZONA



Engineering and Environmental Consultants, Inc.



4625 E. FT. LOWELL RD.
TUCSON, ARIZONA 85712 520-321-4625
SET 9 08/09/12
REV 09/19/12

208005
SHT 1 OF 1

Exhibit

"2"



2013-02334

Page 1 of 8

Requested By: Unisource Energy Services

SUZANNE SAINZ, RECORDER

SANTA CRUZ COUNTY, ARIZONA

03-25-2013 02:22 PM Recording Fee \$13.00

ELECTRIC TRANSMISSION AND DISTRIBUTION RIGHT-OF-WAY EASEMENT

Laurence E. Harvey, a Married Man as His Sole and Separate Property

(hereinafter referred to as "Grantor"), hereby grants to **UNS Electric, Inc.**, 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 one or more transmission and distribution voltage electric lines and appurtenant facilities for the transmission and distribution of electricity, consisting of wires, wood or steel poles, lattice towers, surface and underground foundations, cables, guy wires, anchors, and other appurtenant fixtures and equipment necessary or useful for transmission and distribution of electrical energy and for communication facilities of Grantee, including fiber-optic ground wires, concrete pads, aboveground structures and underground conduits associated with communications systems (taken together, the "Facilities") in, over, under, across and along that certain real property described as follows (the "Easement"):

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

Grantor further conveys to Grantee, 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 Easement which would impair the repair, maintenance or removal of any or all of Grantee's Facilities. All systems, including electrical and communication structures installed by Grantee in and upon the Easement, shall remain the personal property of the Grantee and shall not be deemed a part of the realty.

Grantee and its contractors, agents and employees shall have the right to trim or top such trees and to cut such roots and remove such obstacles that could endanger or interfere with the Facilities and shall have free access to all of the Facilities and every part thereof, at all times, for the purpose of exercising the rights herein granted.

Grantee shall have the right during initial construction of the Facilities, to use for the purposes incidental to said construction, a strip of land 30 feet in width adjacent and contiguous to the Easement, said strip to be in whole or in part on each side of the Easement, said right to use said strip of land ceasing and being terminated at such time as said initial construction is completed.

Grantor shall not increase or decrease the ground surface elevation within the boundaries of the Easement after approved final grade is established and meets Grantee's construction standards. 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 underlying real property which is the subject of this Easement. Grantor hereby warrants and represents, and acknowledges Grantee's reliance upon said warranty and representation, that Grantor has good and sufficient title to the real property in order to grant this Easement, subject to all matters apparent or of record.

**Engineering and Environmental Consultants, Inc.**

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

Revised January 23, 2013
January 22, 2013
EEC No. 208005-002
Harvey
APN No. 105-22-001A
Sets 28 and 29

DESCRIPTION OF UNS ELECTRIC EASEMENT

That portion of Section 31, Township 23 South, Range 14 East, Gila and Salt River Meridian, Santa Cruz County, Arizona, described as follows:

COMMENCING at a ½ inch Iron Pin (no tag) added ACP "RLS 14145" at the Northeast corner of said Section 31, from said point on a ½ inch Iron Pin "RLS 22759" on the East Line of said Section 31 bears S 00°16'53" E a distance of 2,438.18 feet;

THENCE S 00°16'53" E, along the East Line of said Section 31, a distance of 1,953.72 feet to the North Line of the parcel described in Docket 754 at Page 962, Santa Cruz County Recorder's Office, Santa Cruz County, Arizona;

THENCE S 89°43'07" W, along said North Line, a distance of 195.63 feet to an ACP "RLS 12536" on the Northwesterly line of said parcel, from said point an ACP "RLS 12536" bears S 35°44'59" W 480.81 feet;

THENCE S 35°44'59" W, along said Northwesterly line, a distance of 140.17 feet to the **POINT OF BEGINNING** on the Southeasterly prolongation of the Westerly line of the parcel described in Docket 526 at Page 254, Santa Cruz County Recorder's Office, Santa Cruz County, Arizona;

THENCE continue S 35°44'59" W, along said Northwesterly line, a distance of 340.64 feet to an ACP "RLS 12536" on the Southwesterly line of the parcel described in Docket 2006-10583, Santa Cruz County Recorder's Office, Santa Cruz County, Arizona;

THENCE N 58°44'15" W, along said Southwesterly line, a distance of 59.09 feet to the Southeasterly line of the parcel described in Docket 52 at Page 174, Records of Santa Cruz County, Arizona, from said point a ½ inch Iron Pin (no tag) bears S 35°51'52" W 794.65 feet and an Open Pipe (no tag) bears N 35°51'52" E 310.16 feet;

THENCE N 35°51'52" E, along the Southeasterly line of said parcel described in Docket 52 at Page 174, a distance of 310.16 feet to an Open Pipe (no tag) on the Northeasterly line of said parcel described in Docket 52 at Page 174;

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Revised January 23, 2013
January 22, 2013
EEC No. 208005-002
Harvey
APN No. 105-22-001A
Sets 28 and 29
Page 2

THENCE N 24°45'16" W, along said Northeasterly line, a distance of 830.59 feet to a ½ inch Iron Pin (no tag) at the most Easterly corner of the parcel described as Exhibit 2 in Docket 2007-15364, Santa Cruz County Recorder's Office, Santa Cruz County, Arizona;

THENCE continue N 24°45'16" W, along the Northeasterly line of said Exhibit 2, a distance of 325.02 feet to a 5/8 inch Iron Pin (no tag) at the most Easterly corner of the parcel described as Exhibit 1 in Docket 2007-15364, Santa Cruz County Recorder's Office, Santa Cruz County, Arizona;

THENCE continue N 24°45'16" W, along said Northeasterly line, a distance of 371.63 feet, said point being known as "Point 6081";

THENCE continue N 24°45'16" W, along said Northeasterly line, a distance of 105.72 feet;

THENCE N 84°11'12" E 65.80 feet to the Northwesterly prolongation of the Westerly line of the parcel described in Docket 2011-04275, Santa Cruz Recorders Office, Santa Cruz County, Arizona;

THENCE S 24°39'02" E, along said Northwesterly prolongation, a distance of 498.65 feet to a ½ inch Iron Pin (no tag) at the most Westerly corner of said parcel;

THENCE continue S 24°39'02" E 604.00 feet, along the Westerly line of said parcel and along the Westerly line of the parcel described in Docket 421 at Page 646, Santa Cruz County Recorder's Office, Santa Cruz County, Arizona, to an ACP "RLS 12536" at the most Westerly corner of the parcel described in Docket 526 at Page 254, Santa Cruz County Recorder's Office, Santa Cruz County, Arizona;

THENCE continue S 24°39'02" E, along said Westerly line and along the Southeasterly prolongation of said Westerly line, a distance of 542.41 feet to the **POINT OF BEGINNING**;

TOGETHER WITH

That portion of said Section 31, described as follows:

Revised January 23, 2013
January 22, 2013
EEC No. 208005-002
Harvey
APN No. 105-22-001A
Sets 28 and 29
Page 3

COMMENCING at said "Point 6081";

THENCE S 84°11'12" W 189.49 feet to the **POINT OF BEGINNING** on the Northwesterly line of said parcel described as Exhibit 1 in Docket 2007-15364, from said point a 1 inch diameter open pipe bears S 23°17'22" W 1,214.89 feet;

THENCE continue S 84°11'12" W 361.90 feet;

THENCE S 70°31'09" W 529.59 feet to the Easterly Right-Of-Way line of the UNION PACIFIC RAILROAD, from said point a 5/8 inch Iron Pin (no tag) at the most Northerly corner of the parcel described in Docket 386 at Page 651 Santa Cruz County Recorder's Office, Santa Cruz County, Arizona bears S 22°46'33" E 28.19 feet;

THENCE N 22°46'33" W, along said Easterly Right-Of-Way line of the UNION PACIFIC RAILROAD, a distance of 100.17 feet;

THENCE N 70°31'09" E 547.33 feet;

THENCE N 84°11'12" E 429.55 feet to the Northwesterly line of said parcel described as Exhibit 1 in Docket 2007-15364;

THENCE S 23°17'22" W, along said Northwesterly line, a distance of 114.45 feet to the **POINT OF BEGINNING**.

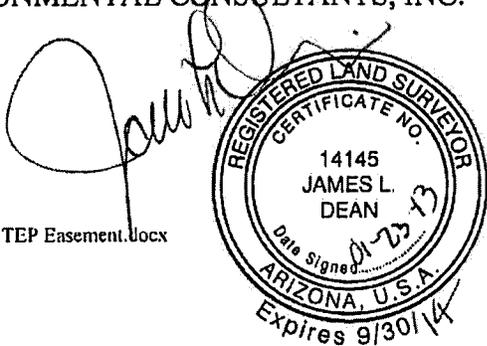
Prepared by:

ENGINEERING AND ENVIRONMENTAL CONSULTANTS, INC.

James L. Dean, R.L.S.

JLD:\bh

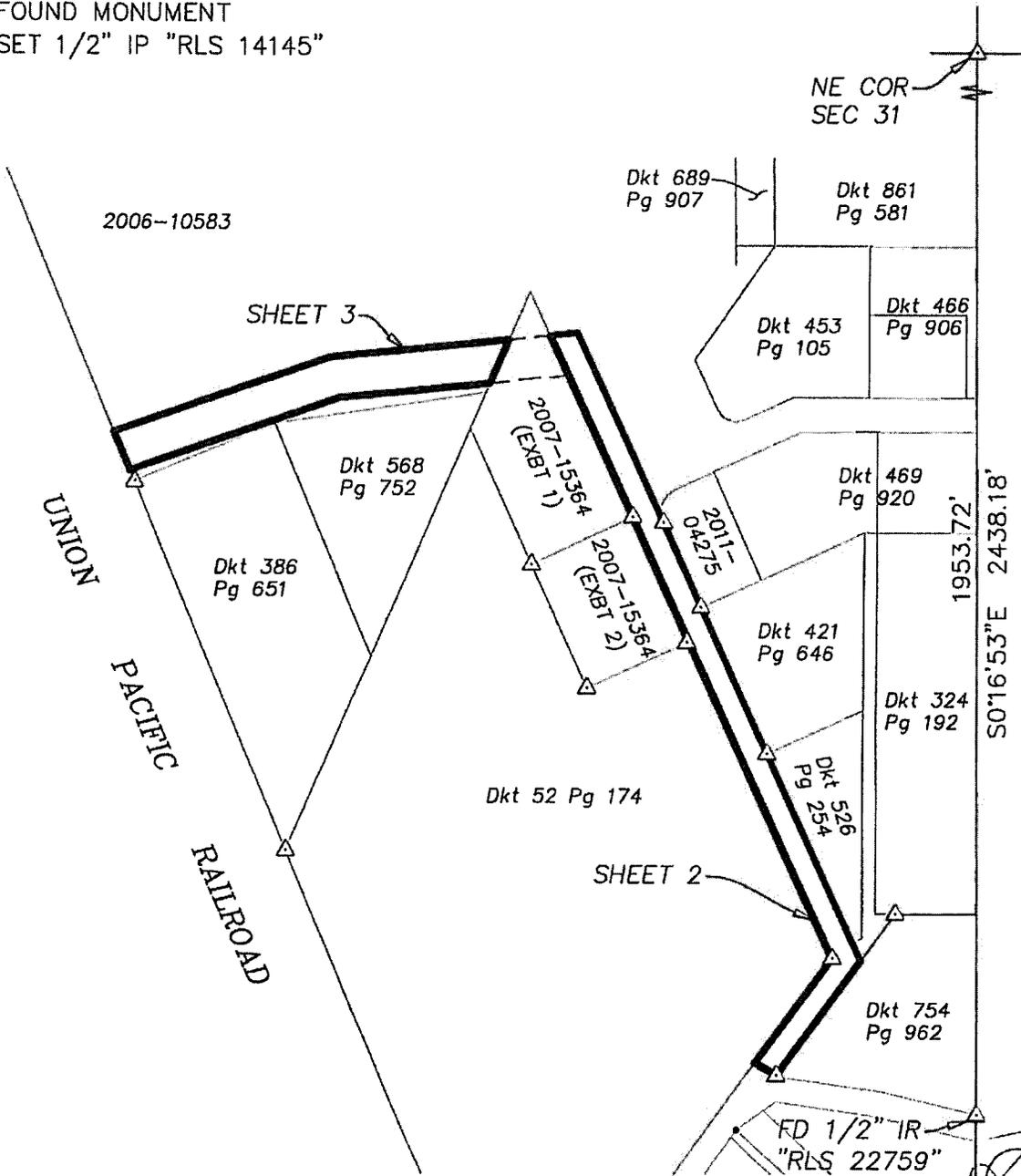
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△ = FOUND MONUMENT
○ = SET 1/2" IP "RLS 14145"



1"=400'



EAST PARCEL = 118,666.8 ± SF
 WEST PARCEL = 93,419.2 ± SF
 TOTAL AREA = 212,086.0 ± SF

DEPICTION OF
EXHIBIT A
UNS ELECTRIC EASEMENT
 SEC. 31, T-23-S, R-14-E, G&SRM
 SANTA CRUZ COUNTY, ARIZONA

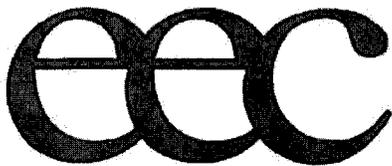
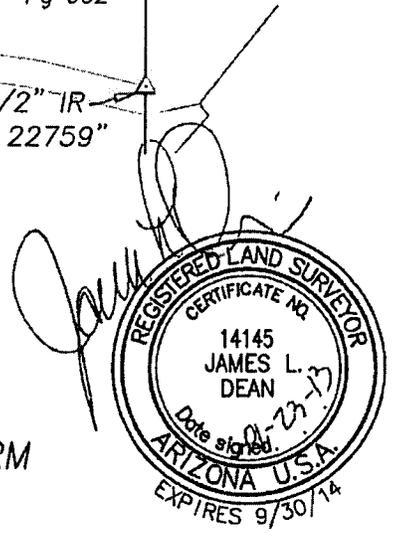
Engineering and Environmental Consultants, Inc.

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

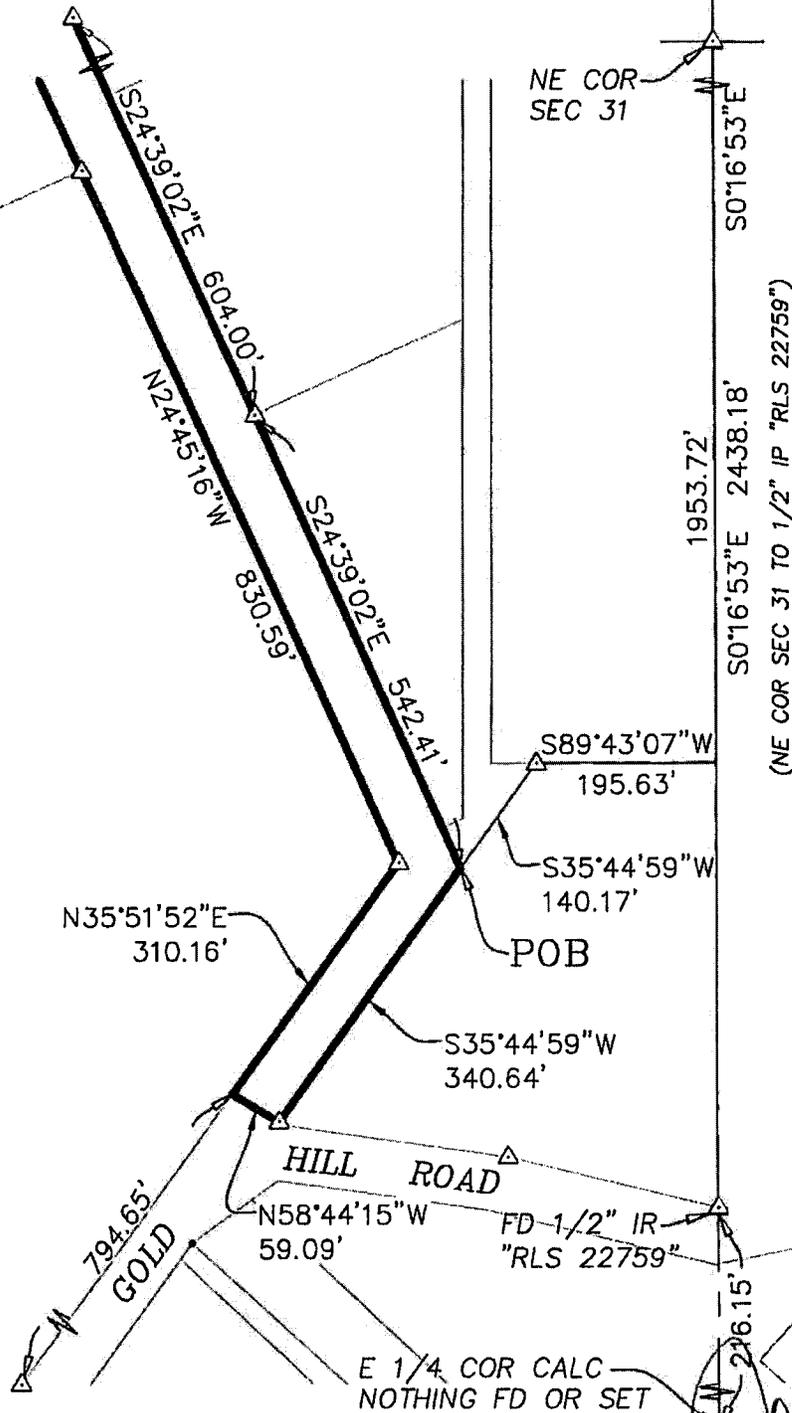
SETS 28 & 29
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01/22/13
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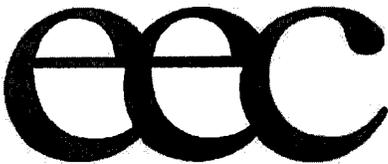
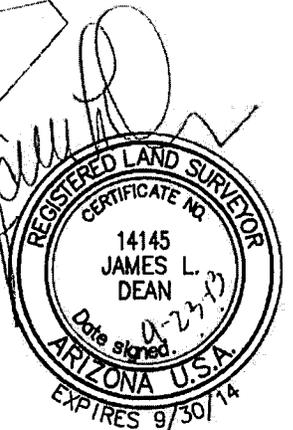
208005
 SHT 1 OF 3



△ = FOUND MONUMENT



DEPICTION OF
EXHIBIT A
UNS ELECTRIC EASEMENT
 SEC. 31, T-21-S, R-14-E, G&SRM
 SANTA CRUZ COUNTY, ARIZONA
 Engineering and Environmental Consultants, Inc.



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 TUCSON, ARIZONA 85712 520-321-4625

SETS 28 & 29
 REV

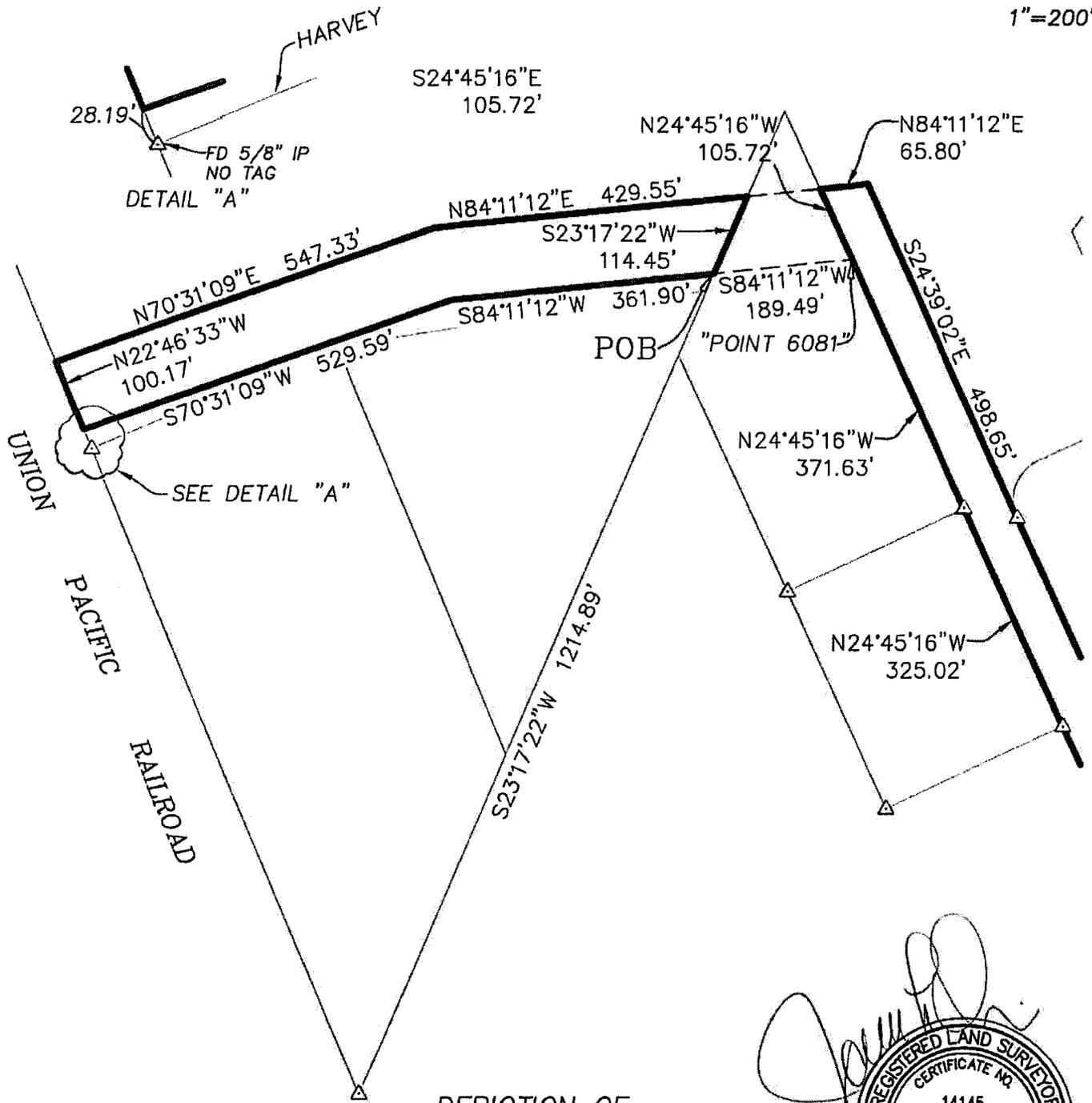
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 SHT 2 OF 3

△ = FOUND MONUMENT
○ = SET 1/2" IP "RLS 14145"



1"=200'



DEPICTION OF
EXHIBIT A
UNS ELECTRIC EASEMENT

SEC. 31, T-23-S, R-14-E, G&SRM
SANTA CRUZ COUNTY, ARIZONA

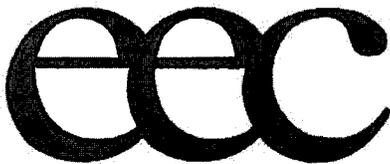
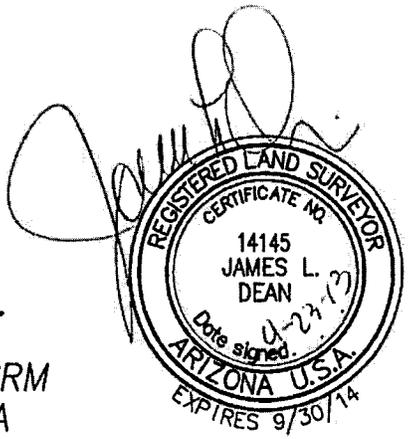
Engineering and Environmental Consultants, Inc.

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SETS 28 & 29
REV

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01/23/13

208005
SHT 3 OF 3





2013-02333

Page 1 of 7

Requested By: Unisource Energy Services

SUZANNE SAINZ, RECORDER

SANTA CRUZ COUNTY, ARIZONA

03-25-2013 02:22 PM Recording Fee \$12.00

ELECTRIC TRANSMISSION AND DISTRIBUTION RIGHT-OF-WAY EASEMENT

Laurence E. Harvey, a married man as his sole and separate property

(hereinafter referred to as "Grantor"), hereby grants to **UNS Electric, Inc.**, 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 one or more transmission and distribution voltage electric lines and appurtenant facilities for the transmission and distribution of electricity, consisting of wires, wood or steel poles, lattice towers, surface and underground foundations, cables, guy wires, anchors, and other appurtenant fixtures and equipment necessary or useful for transmission and distribution of electrical energy and for communication facilities of Grantee, including fiber-optic ground wires, concrete pads, aboveground structures and underground conduits associated with communications systems (taken together, the "Facilities") in, over, under, across and along that certain real property described as follows (the "Easement"):

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

Grantor further conveys to Grantee, 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 Easement which would impair the repair, maintenance or removal of any or all of Grantee's Facilities. All systems, including electrical and communication structures installed by Grantee in and upon the Easement, shall remain the personal property of the Grantee and shall not be deemed a part of the realty.

Grantee and its contractors, agents and employees shall have the right to trim or top such trees and to cut such roots and remove such obstacles that could endanger or interfere with the Facilities and shall have free access to all of the Facilities and every part thereof, at all times, for the purpose of exercising the rights herein granted.

Grantee shall have the right during initial construction of the Facilities, to use for the purposes incidental to said construction, a strip of land 30 feet in width adjacent and contiguous to the Easement, said strip to be in whole or in part on each side of the Easement, said right to use said strip of land ceasing and being terminated at such time as said initial construction is completed.

Grantor shall not increase or decrease the ground surface elevation within the boundaries of the Easement after approved final grade is established and meets Grantee's construction standards. 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 underlying real property which is the subject of this Easement. Grantor hereby warrants and represents, and acknowledges Grantee's reliance upon said warranty and representation, that Grantor has good and sufficient title to the real property in order to grant this Easement, subject to all matters apparent or of record.



Engineering and Environmental Consultants, Inc.

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

January 22, 2013
EEC No. 208005-002
A.G.E Contracting, Inc.
APN No. 105-22-004C & -004D
Set 30

DESCRIPTION OF UNS ELECTRIC EASEMENT

That portion of Section 31, Township 23 South, Range 14 East, Gila and Salt River Meridian, Santa Cruz County, Arizona, described as follows:

COMMENCING at a ½ inch Iron Pin (no tag) added ACP "RLS 14145" at the Northeast corner of said Section 31, from said point on a ½ inch Iron Pin "RLS 22759" on the East Line of said Section 31 bears S 00°16'53" E a distance of 2,438.18 feet;

THENCE S 00°16'53" E, along the East Line of said Section 31, a distance of 1,953.72 feet to the North Line of the parcel described in Docket 754 at Page 962, Santa Cruz County Recorder's Office, Santa Cruz County, Arizona;

THENCE S 89°43'07" W, along said North Line, a distance of 195.63 feet to an ACP "RLS 12536" on the Northwesterly line of said parcel, from said point an ACP "RLS 12536" bears S 35°44'59" W 480.81 feet;

THENCE continue S 35°44'59" W, along said Northwesterly line, a distance of 480.81 feet to an ACP "RLS 12536" on the Southwesterly line of the parcel described in Docket 2006-10583, Santa Cruz County Recorder's Office, Santa Cruz County, Arizona;

THENCE N 58°44'15" W, along said Southwesterly line, a distance of 59.09 feet to the Southeasterly line of the parcel described in Docket 52 at Page 174, Records of Santa Cruz County, Arizona, from said point a ½ inch Iron Pin (no tag) bears S 35°51'52" W 794.65 feet and an Open Pipe (no tag) bears N 35°51'52" E 310.16 feet;

THENCE N 35°51'52" E, along the Southeasterly line of said parcel described in Docket 52 at Page 174, a distance of 310.16 feet to an Open Pipe (no tag) on the Northeasterly line of said parcel described in Docket 52 at Page 174;

THENCE N 24°45'16" W, along said Northeasterly line, a distance of 830.59 feet to a ½ inch Iron Pin (no tag) at the most Easterly corner of the parcel described as Exhibit 2 in Docket 2007-15364, Santa Cruz County Recorder's Office, Santa Cruz County, Arizona;

THENCE continue N 24°45'16" W, along the Northeasterly line of said Exhibit 2, a distance of 325.02 feet to a 5/8 inch Iron Pin (no tag) at the most Easterly corner of the parcel described as

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

Tucson • Phoenix

January 22, 2013
EEC No. 208005-002
AGE Contracting, Inc.
APN No. 105-22-004C & -004D
Set 30
Page 2

Exhibit 1 in Docket 2007-15364 Santa Cruz County Recorder's Office, Santa Cruz County, Arizona;

THENCE continue N 24°45'16" W, along said Northeasterly line, a distance of 371.63 feet to the **POINT OF BEGINNING**, said point being known as "Point 6081";

THENCE S 84°11'12" W 189.49 feet to the Northwesterly line of said Exhibit 1, from said point an Open Pipe (no tag) bears S 23°17'22" W 1,214.89 feet;

THENCE N 23°17'22" E, along said Northwesterly line of Exhibit 1, a distance of 114.45 feet;

THENCE N 84°11'12" E 99.50 feet to the Easterly line of said Exhibit 1;

THENCE S 24°45'16" E, along said Easterly line, a distance of 105.72 feet to the **POINT OF BEGINNING**.

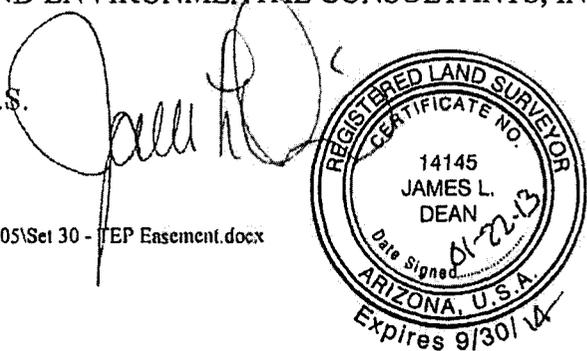
Prepared by:

ENGINEERING AND ENVIRONMENTAL CONSULTANTS, INC.

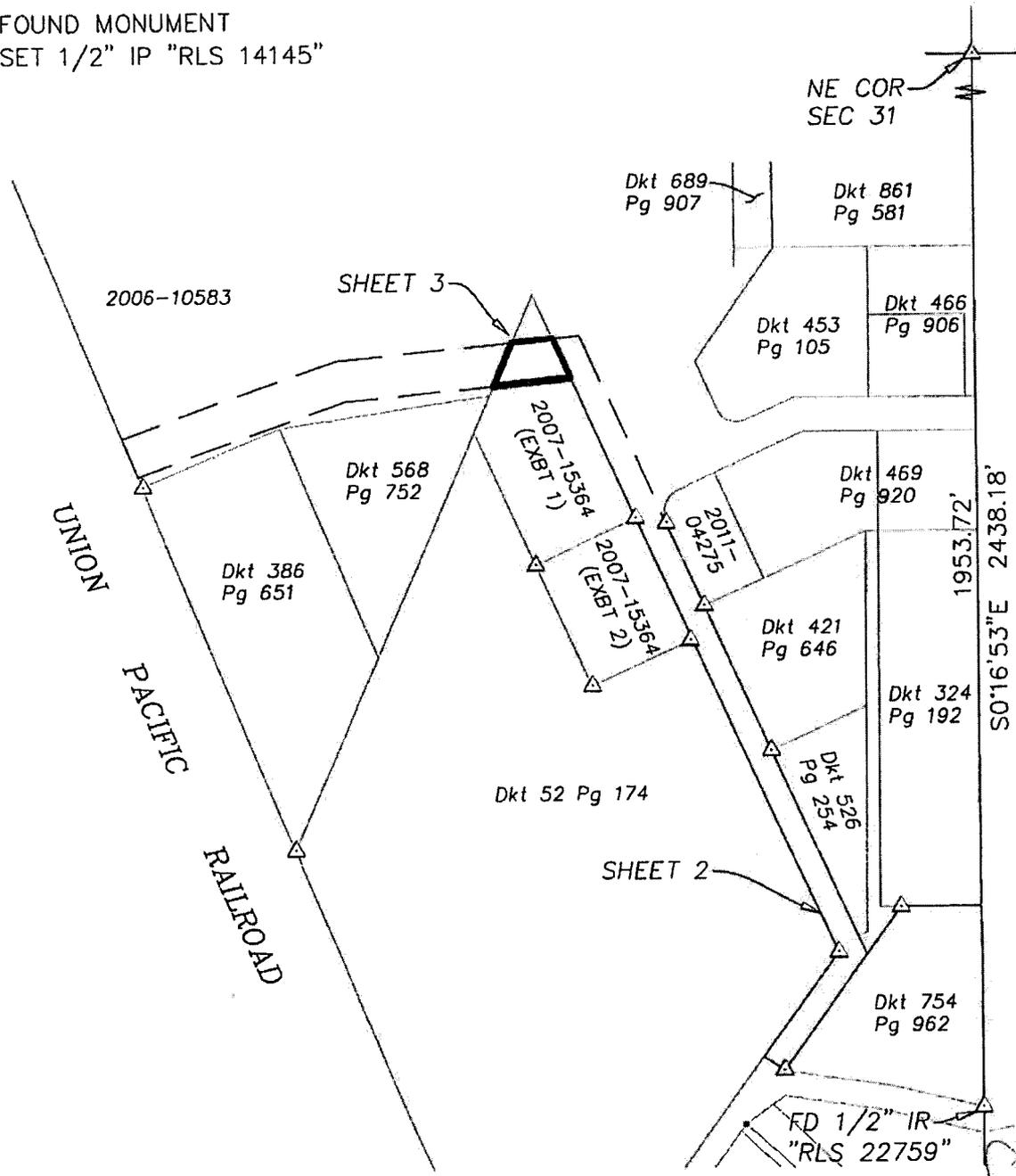
James L. Dean, R.L.S.

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△ = FOUND MONUMENT
○ = SET 1/2" IP "RLS 14145"

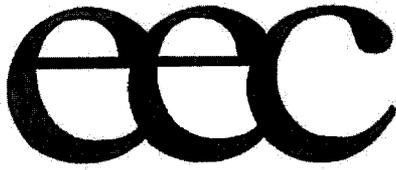


TOTAL AREA
14,449.7 SF ±

DEPICTION OF
EXHIBIT A
UNS ELECTRIC EASEMENT
SEC. 31, T-23-S, R-14-E, G&SRM
SANTA CRUZ COUNTY, ARIZONA



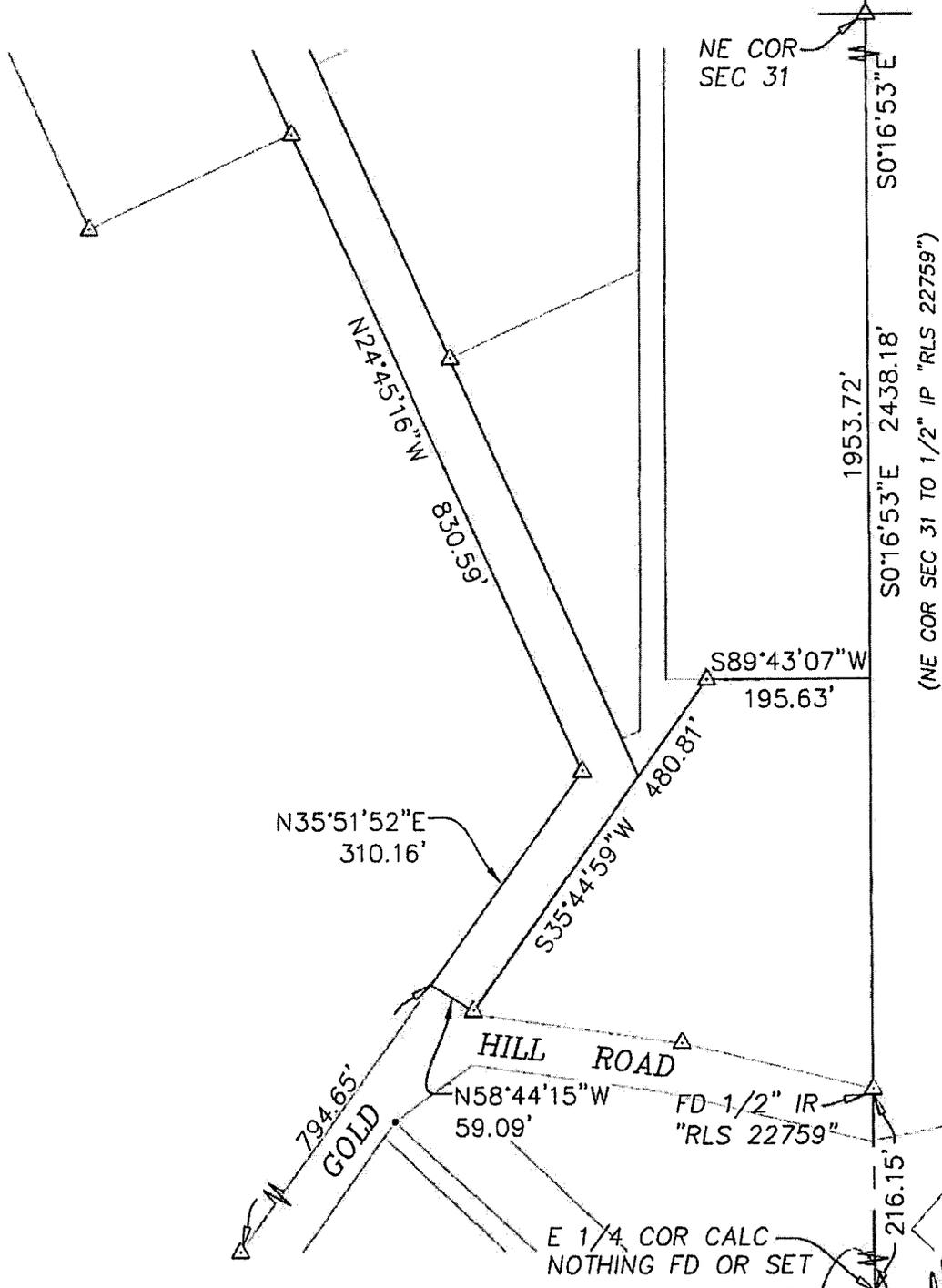
Engineering and Environmental Consultants, Inc.



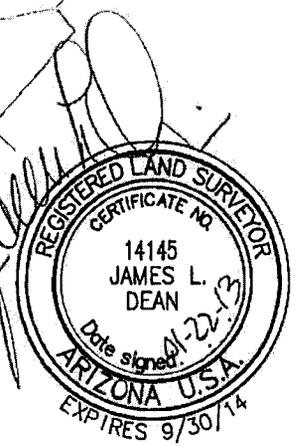
4625 E. FT. LOWELL RD.
TUCSON, ARIZONA 85712 520-321-4625
SET 30 01/22/13

208005
SHT 1 OF 3

△ = FOUND MONUMENT



DEPICTION OF
EXHIBIT A
UNS ELECTRIC EASEMENT
SEC. 31, T-21-S, R-14-E, G&SRM
SANTA CRUZ COUNTY, ARIZONA
Engineering and Environmental Consultants, Inc.



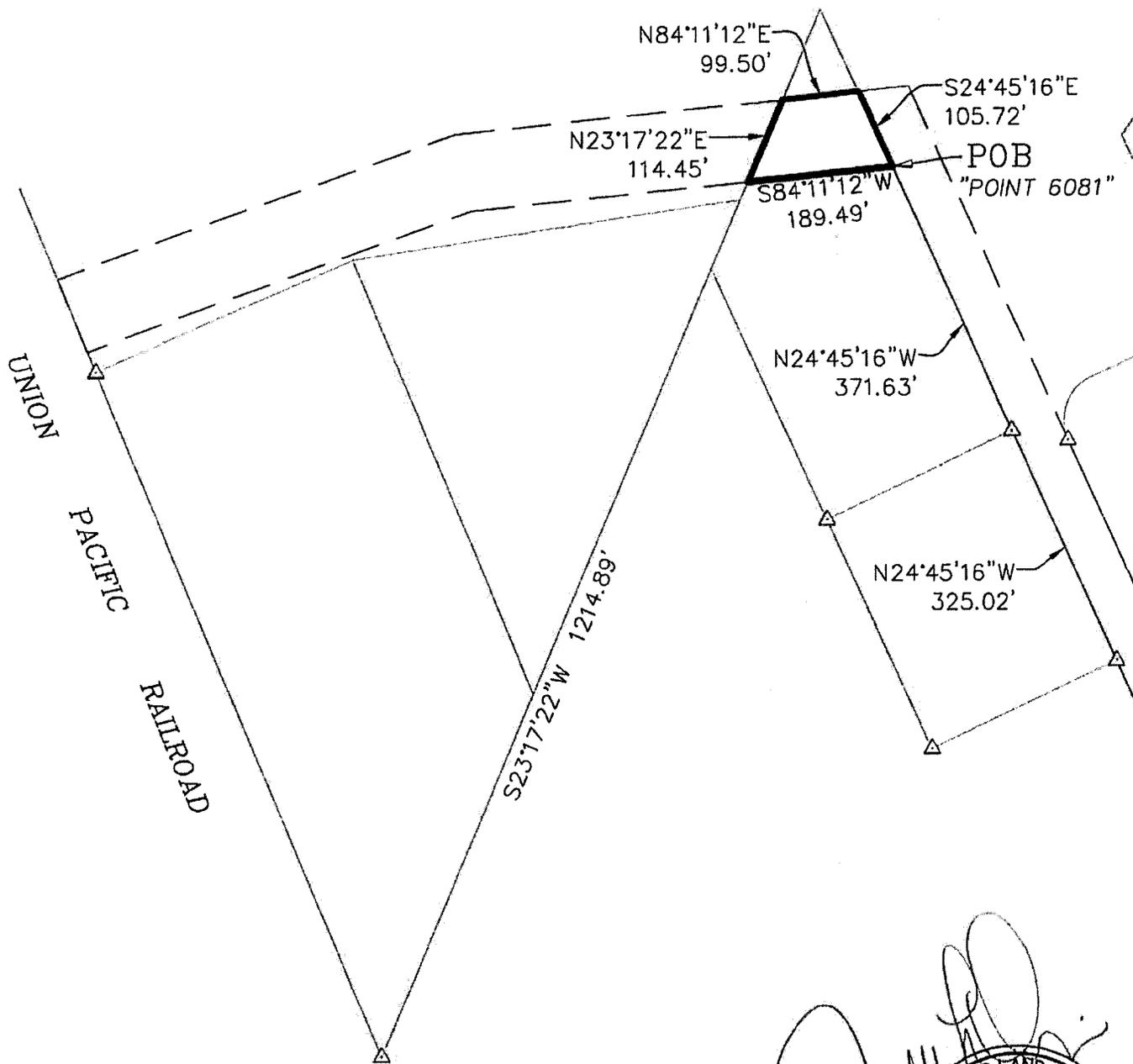
4625 E. FT. LOWELL RD.
TUCSON, ARIZONA 85712 520-321-4625

SET 30

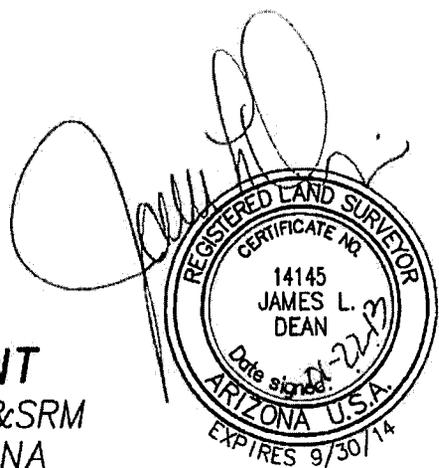
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SHT 2 OF 3

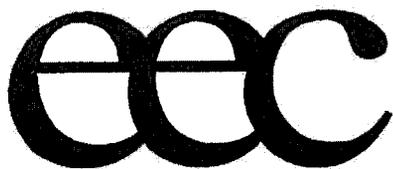
△ = FOUND MONUMENT
○ = SET 1/2" IP "RLS 14145"



**DEPICTION OF
EXHIBIT A
UNS ELECTRIC EASEMENT**
SEC. 31, T-23-S, R-14-E, G&SRM
SANTA CRUZ COUNTY, ARIZONA



Engineering and Environmental Consultants, Inc.



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

SET 30

01/22/13

208005
SHT 3 OF 3

EXHIBIT "A"



Exhibit

"3"

OPTION FOR EASEMENT AGREEMENT

This Agreement is made this 9th day of MAY 2013, by and between
Carlos E. Gutierrez and Rosa M. Gutierrez, husband and wife

hereinafter referred to as "OPTIONOR", being the owner of or having an interest in land located in the County of Santa Cruz, State of Arizona, as described in that certain Deed recorded 9-30-2003 in the Santa Cruz County Recorder's Office in Docket 1004 at Page 922 (the "Property"), and **UNS Electric, Inc.**, an Arizona corporation, its successors and assigns, hereinafter called "OPTIONEE".

The sum of Five Thousand and no/100-Dollars (\$5,000.00), receipt whereof is hereby acknowledged and accepted by the OPTIONOR, is offered as consideration for this Agreement. By accepting this Agreement, OPTIONOR hereby grants to OPTIONEE the right to purchase an easement at a rate of \$2.75 per square foot, with a total value to be finalized and legally described subsequent to the Agreement, as agreed upon at any time within two (2) years from the date of this Agreement. The proposed option area across the Property is depicted in Exhibit "A" (attached). A six (6) month extension of this option will be agreeable to both parties upon additional payment of \$500.00 by OPTIONEE to OPTIONOR.

OPTIONEE shall give notice to OPTIONOR of its intention to exercise the option granted by this Agreement by tendering to OPTIONOR the balance of the remaining value for the final easement yet to be described but agreed upon in advance by both parties. Whereupon, the OPTIONOR shall execute a permanent easement, as shown in Exhibit "B" (attached) within a portion of the Property, OPTIONEE will have a legal description prepared for the easement.

If OPTIONEE shall duly elect to exercise this option, then the amount paid as consideration under this Agreement shall be credited toward the final purchase price. But, if OPTIONEE shall fail to duly exercise this option within the time prescribed herein, then the amount paid as consideration for this option shall be retained by OPTIONOR in full consideration for granting this option, for holding the aforesaid property for the prescribed time without encumbrance that would interfere with OPTIONEE's intended use, and in consideration of any liquidated damages that may be asserted.

OPTIONOR also gives and grants to OPTIONEE, its employees and agents the right during the period of this Agreement and any extension thereto, to enter upon the Property for the purpose of making surveys and inspections.

OPTIONOR hereby warrants that the property covered by this instrument is owned in fee simple, and that OPTIONOR will execute, procure or arrange for the procurement of any other documents or further necessary assurance of the title to the Property as may be required by OPTIONEE.

Either party hereto, without the express consent of the other party, may not assign the rights and privileges granted by this Agreement.

When duly signed and acknowledged, this Agreement shall be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns of each of the parties hereto.

In witness hereof, OPTIONOR has executed these presents this day of 2013.

Carlos E. Gutierrez
Carlos E. Gutierrez

Rosa M. Gutierrez
Rosa M. Gutierrez

STATE OF ARIZONA)
) ss.
COUNTY OF)

This instrument was acknowledged before me, the undersigned notary public, by Carlos E. Gutierrez and Rosa M. Gutierrez this 08th day of March, 2013.

Sarah W. Doyle
Notary Public



EXHIBIT "A"



EXHIBIT "B"

ELECTRIC TRANSMISSION AND DISTRIBUTION RIGHT-OF-WAY EASEMENT

Carlos E. Gutierrez and Rosa M. Gutierrez, husband and wife

(hereinafter referred to as "Grantor"), hereby grants to **UNS Electric, Inc.**, 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 one or more transmission and distribution voltage electric lines and appurtenant facilities for the transmission and distribution of electricity, consisting of wires, wood or steel poles, lattice towers, surface and underground foundations, cables, guy wires, anchors, and other appurtenant fixtures and equipment necessary or useful for transmission and distribution of electrical energy and for communication facilities of Grantee, including fiber-optic ground wires, concrete pads, aboveground structures and underground conduits associated with communications systems (taken together, the "Facilities") in, over, under, across and along that certain real property described as follows (the "Easement"):

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.
(Legal description written by a Registered Land Surveyor)

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 Easement which would impair the repair, maintenance or removal of any or all of Grantee's Facilities. All systems, including electrical and communication structures installed by Grantee in and upon the Easement, shall remain the personal property of the Grantee and shall not be deemed a part of the realty.

Grantee and its contractors, agents and employees shall have the right to trim or top such trees and to cut such roots and remove such obstacles that could endanger or interfere with the Facilities and shall have free access to all of the Facilities and every part thereof, at all times, for the purpose of exercising the rights herein granted.

Grantee shall have the right during initial construction of the Facilities, to use for the purposes incidental to said construction, a strip of land 30 feet in width adjacent and contiguous to the Easement, said strip to be in whole or in part on each side of the Easement, said right to use said strip of land ceasing and being terminated at such time as said initial construction is completed.

Grantor shall not increase or decrease the ground surface elevation within the boundaries of the Easement after approved final grade is established and meets Grantee's construction standards. 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 underlying real property which is the subject of this Easement. Grantor hereby warrants and represents, and acknowledges Grantee's reliance upon said warranty and representation, that Grantor has good and sufficient title to the real property in order to grant this Easement, 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 9th day of May, 2013.

Carlos E. Gutierrez
CARLOS E. GUTIERREZ

Rosa M. Gutierrez
ROSA M. GUTIERREZ

STATE OF ARIZONA)
) ss.
COUNTY OF)

This instrument was acknowledged before me, the undersigned notary public, by Carlos E. Gutierrez and Rosa M. Gutierrez, husband and wife, this 08th day of May, 2013.

Sarah W. Doyle
Notary Public



OPTION FOR EASEMENT AGREEMENT

This Agreement is made this 20 day of MAY 2013, by and between
Arturo Parra and Maria Antonieta Parra, husband and wife

hereinafter referred to as "OPTIONOR", being the owner of or having an interest in land located in the County of Santa Cruz, State of Arizona, as described in that certain Deed recorded 9-01-2006 in the Santa Cruz County Recorder's Office at Sequence Number 2006-14317 (the "Property"), and **UNS Electric, Inc.**, an Arizona corporation, its successors and assigns, hereinafter called "OPTIONEE".

The sum of Five Thousand and no/100-Dollars (\$5,000.00), receipt whereof is hereby acknowledged and accepted by the OPTIONOR, is offered as consideration for this Agreement. By accepting this Agreement, OPTIONOR hereby grants to OPTIONEE the right to purchase an easement ~~at a rate of \$2.75 per square foot, with a total value to be finalized~~ and legally described subsequent to the Agreement, as agreed upon at any time within two (2) years from the date of this Agreement. The proposed option area across the Property is depicted in Exhibit "A" (attached). A six (6) month extension of this option will be agreeable to both parties upon additional payment of \$500.00 by OPTIONEE to OPTIONOR.

OPTIONEE shall give notice to OPTIONOR of its intention to exercise the option granted by this Agreement by tendering to OPTIONOR the balance of the remaining value for the final easement yet to be described but agreed upon in advance by both parties. Whereupon, the OPTIONOR shall execute a permanent easement, as shown in Exhibit "B" (attached) within a portion of the Property, OPTIONEE will have a legal description prepared for the easement.

If OPTIONEE shall duly elect to exercise this option, then the amount paid as consideration under this Agreement shall be credited toward the final purchase price. But, if OPTIONEE shall fail to duly exercise this option within the time prescribed herein, then the amount paid as consideration for this option shall be retained by OPTIONOR in full consideration for granting this option, for holding the aforesaid property for the prescribed time without encumbrance that would interfere with OPTIONEE's intended use, and in consideration of any liquidated damages that may be asserted.

OPTIONOR also gives and grants to OPTIONEE, its employees and agents the right during the period of this Agreement and any extension thereto, to enter upon the Property for the purpose of making surveys and inspections.

OPTIONOR hereby warrants that the property covered by this instrument is owned in fee simple, and that OPTIONOR will execute, procure or arrange for the procurement of any other documents or further necessary assurance of the title to the Property as may be required by OPTIONEE.

FOR THE TOTAL SUM OF \$50,000.00
M.D

Either party hereto, without the express consent of the other party, may not assign the rights and privileges granted by this Agreement.

When duly signed and acknowledged, this Agreement shall be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns of each of the parties hereto.

In witness hereof, OPTIONOR has executed these presents this MAY 20 day of MAY 2013.

Arturo Parra
Arturo Parra

Maria Antonieta Parra
Maria Antonieta Parra

STATE OF ARIZONA)
) ss.
COUNTY OF)

This instrument was acknowledged before me, the undersigned notary public, by Arturo Parra and Maria Antonieta Parra this 20 day of MAY, 2013.

[Signature]
Notary Public

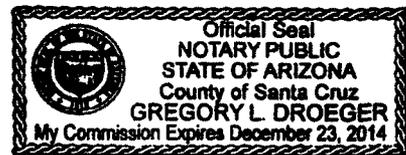
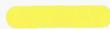
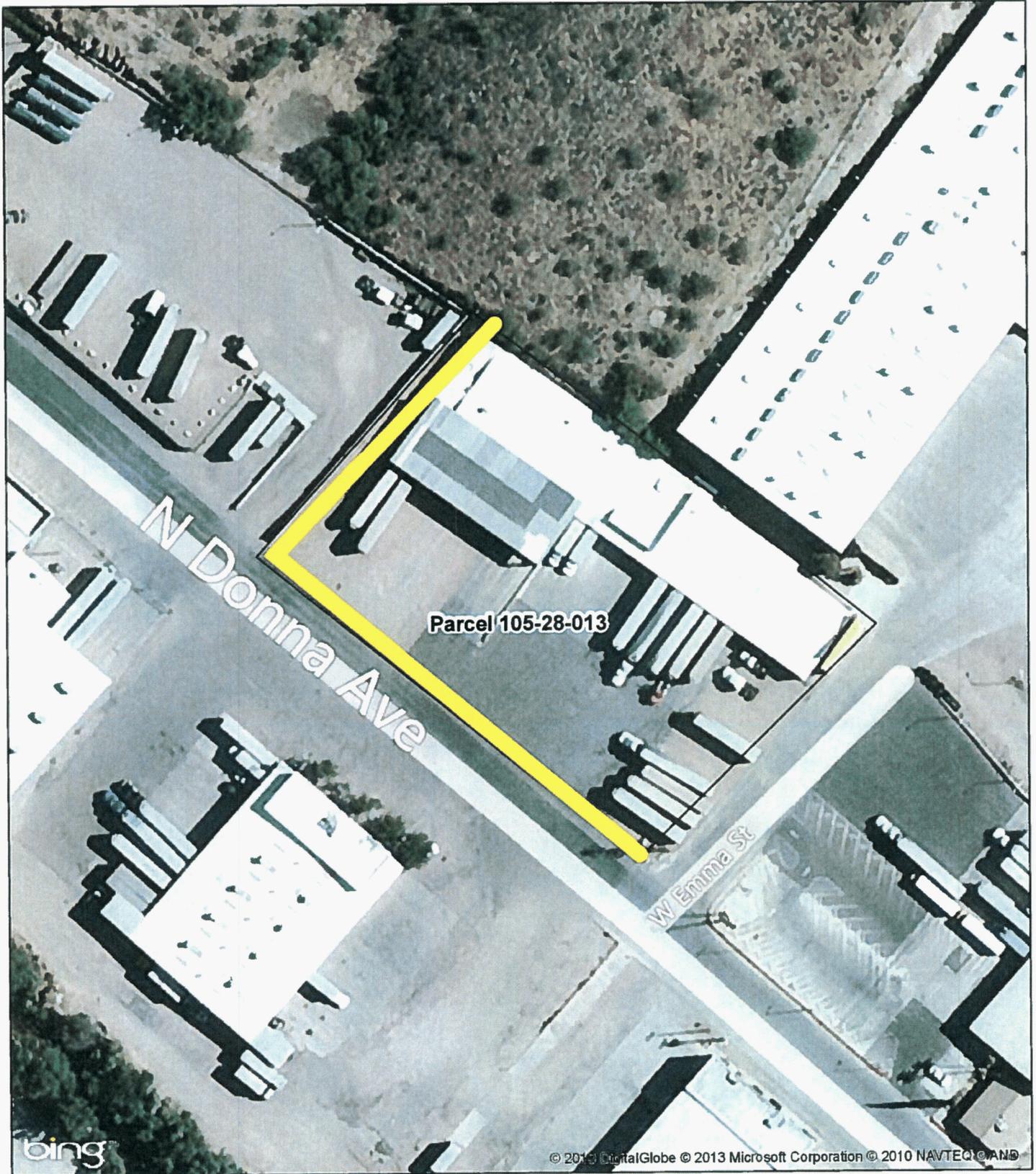


EXHIBIT "A"



Easement location

Parra
105-28-013



This map is for general planning purposes only
TEP and UniSource makes no warranty of its accuracy

EXHIBIT "B"

ELECTRIC TRANSMISSION AND DISTRIBUTION RIGHT-OF-WAY EASEMENT

Arturo Parra and Maria Antonieta Parra, husband and wife

(hereinafter referred to as "Grantor"), hereby grants to **UNS Electric, Inc.**, 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 one or more transmission and distribution voltage electric lines and appurtenant facilities for the transmission and distribution of electricity, consisting of wires, wood or steel poles, lattice towers, surface and underground foundations, cables, guy wires, anchors, and other appurtenant fixtures and equipment necessary or useful for transmission and distribution of electrical energy and for communication facilities of Grantee, including fiber-optic ground wires, concrete pads, aboveground structures and underground conduits associated with communications systems (taken together, the "Facilities") in, over, under, across and along that certain real property described as follows (the "Easement"):

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.
(Legal description written by a Registered Land Surveyor)

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 Easement which would impair the repair, maintenance or removal of any or all of Grantee's Facilities. All systems, including electrical and communication structures installed by Grantee in and upon the Easement, shall remain the personal property of the Grantee and shall not be deemed a part of the realty.

Grantee and its contractors, agents and employees shall have the right to trim or top such trees and to cut such roots and remove such obstacles that could endanger or interfere with the Facilities and shall have free access to all of the Facilities and every part thereof, at all times, for the purpose of exercising the rights herein granted.

Grantee shall have the right during initial construction of the Facilities, to use for the purposes incidental to said construction, a strip of land 30 feet in width adjacent and contiguous to the Easement, said strip to be in whole or in part on each side of the Easement, said right to use said strip of land ceasing and being terminated at such time as said initial construction is completed.

Grantor shall not increase or decrease the ground surface elevation within the boundaries of the Easement after approved final grade is established and meets Grantee's construction standards. 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 underlying real property which is the subject of this Easement. Grantor hereby warrants and represents, and acknowledges Grantee's reliance upon said warranty and representation, that Grantor has good and sufficient title to the real property in order to grant this Easement, subject to all matters apparent or of record.

In consideration of the mutual terms, covenants and conditions herein contained, this Easement shall be binding upon and inure to benefit of any heirs, executors, administrators, permittees, licensees, agents, or assigns of Grantor and any successors and assigns of Grantee.

In witness hereof, the Grantor has executed these presents this _____ day of _____, 2013.

ARTURO PARRA

MARIA ANTONIETA PARRA

STATE OF ARIZONA)
) ss.
COUNTY OF)

This instrument was acknowledged before me, the undersigned notary public, by Arturo Parra and Maria Antonieta Parra, husband and wife, this _____ day of _____, 2013.

Notary Public

SUBORDINATION APPROVAL & AGREEMENT (Deed of Trust 2006-14318)

Farmer's Garden L.L.C., a California limited liability company:

By: _____ Title: _____
Printed name: _____ Date: _____

SUBORDINATION APPROVAL & AGREEMENT (Deed of Trust 2009-11512)

Wells Fargo Bank, N.A.:

By: _____ Title: _____
Printed name: _____ Date: _____

OPTION FOR EASEMENT AGREEMENT

This Agreement is made this 19th day of June 2013, by and between
Community Food Bank, Inc. an Arizona Non-Profit Corporation

hereinafter referred to as "OPTIONOR", being the owner of or having an interest in land located in the County of Santa Cruz, State of Arizona, as described in that certain Deed recorded 02-26-2010 in the Santa Cruz County Recorder's Office at Sequence Number 2010-01523 (the "Property"), and **UNS Electric, Inc.**, an Arizona corporation, its successors and assigns, hereinafter called "OPTIONEE".

The sum of Five Thousand and no/100-Dollars (\$5,000.00), receipt whereof is hereby acknowledged and accepted by the OPTIONOR, is offered as consideration for this Agreement. By accepting this Agreement, OPTIONOR hereby grants to OPTIONEE the right to purchase an easement at a rate of \$2.75 per square foot, with a total value to be finalized and legally described subsequent to the Agreement, as agreed upon at any time within two (2) years from the date of this Agreement. The proposed option area across the Property is depicted in Exhibit "A" (attached). A six (6) month extension of this option will be agreeable to both parties upon additional payment of \$500.00 by OPTIONEE to OPTIONOR.

OPTIONEE shall give notice to OPTIONOR of its intention to exercise the option granted by this Agreement by tendering to OPTIONOR the balance of the remaining value for the final easement yet to be described but agreed upon in advance by both parties. Whereupon, the OPTIONOR shall execute a permanent easement, as shown in Exhibit "B" (attached) within a portion of the Property, OPTIONEE will have a legal description prepared for the easement.

If OPTIONEE shall duly elect to exercise this option, then the amount paid as consideration under this Agreement shall be credited toward the final purchase price. But, if OPTIONEE shall fail to duly exercise this option within the time prescribed herein, then the amount paid as consideration for this option shall be retained by OPTIONOR in full consideration for granting this option, for holding the aforesaid property for the prescribed time without encumbrance that would interfere with OPTIONEE's intended use, and in consideration of any liquidated damages that may be asserted.

OPTIONOR also gives and grants to OPTIONEE, its employees and agents the right during the period of this Agreement and any extension thereto, to enter upon the Property for the purpose of making surveys and inspections.

OPTIONOR hereby warrants that the property covered by this instrument is owned in fee simple, and that OPTIONOR will execute, procure or arrange for the procurement of any other documents or further necessary assurance of the title to the Property as may be required by OPTIONEE.

Either party hereto, without the express consent of the other party, may not assign the rights and privileges granted by this Agreement.

When duly signed and acknowledged, this Agreement shall be binding upon and inure to the benefit of the respective heirs, executors, administrators, successors and assigns of each of the parties hereto.

In witness hereof, OPTIONOR has executed these presents this 19th day of June 2013.

Community Food Bank, Inc., an Arizona Non-Profit Corporation

[Handwritten Signature]
SIGNATURE

William Carnegie
PRINTED NAME

President & CEO
TITLE

STATE OF Arizona)
COUNTY OF Pima) §

The foregoing instrument was acknowledged before me this 19th day of June, 2013, by William Carnegie as CEO for the Community Food Bank, Inc., an Arizona Non-Profit Corporation.

[Handwritten Signature]
Notary Public

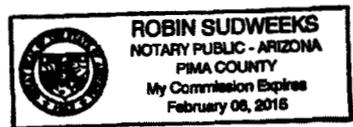
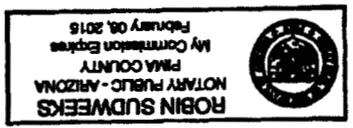
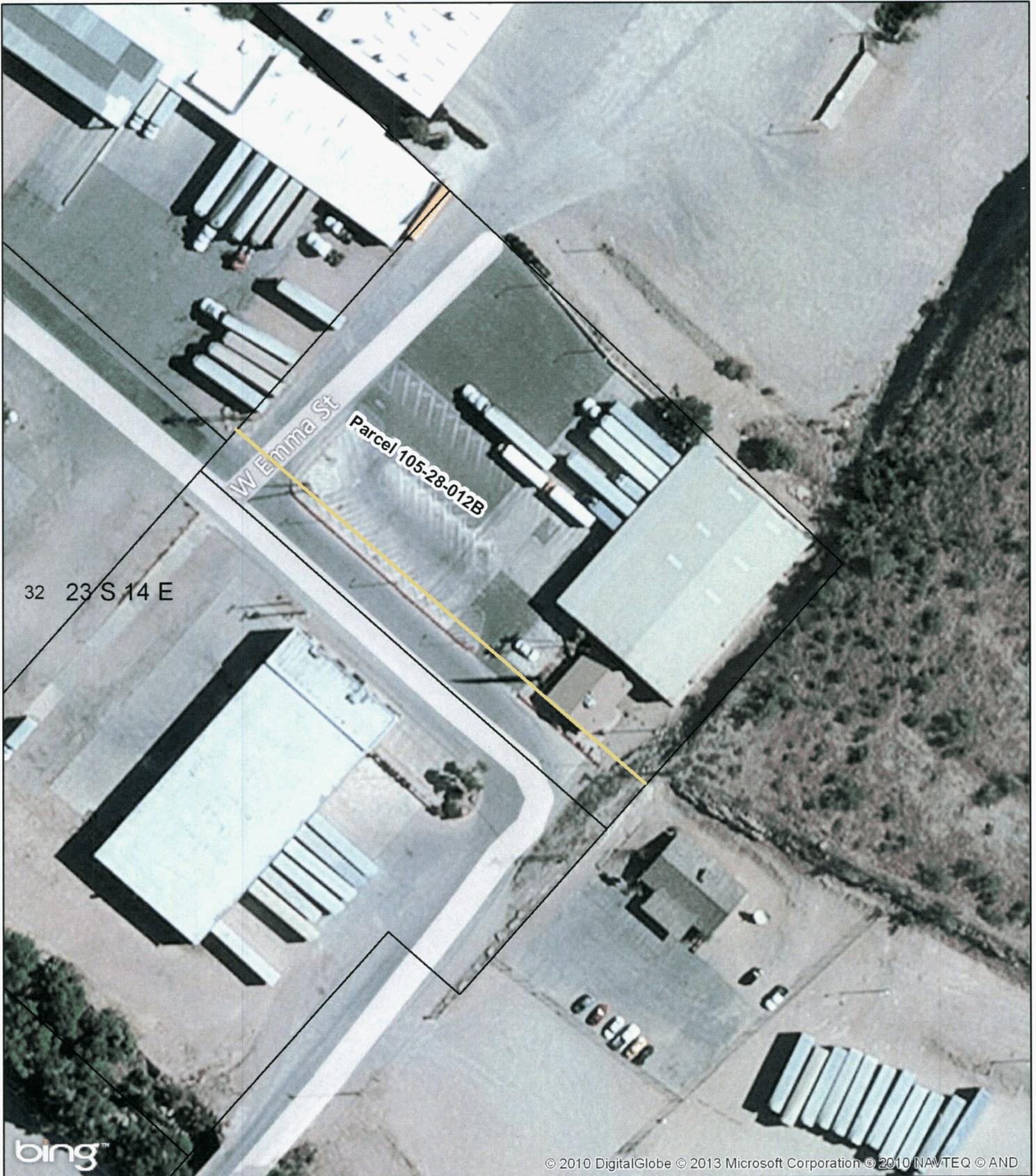


EXHIBIT "A"



----- Easement location

Community Food Bank, Inc.
Parcel 105-28-012B



This map is for general planning purposes only.
TEP and UniSource makes no warranty of its accuracy

EXHIBIT "B"

ELECTRIC TRANSMISSION AND DISTRIBUTION RIGHT-OF-WAY EASEMENT

Community Food Bank, an Arizona Non-Profit Corporation

(hereinafter referred to as "Grantor"), hereby grants to **UNS Electric, Inc.**, 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 one or more transmission and distribution voltage electric lines and appurtenant facilities for the transmission and distribution of electricity, consisting of wires, wood or steel poles, lattice towers, surface and underground foundations, cables, guy wires, anchors, and other appurtenant fixtures and equipment necessary or useful for transmission and distribution of electrical energy and for communication facilities of Grantee, including fiber-optic ground wires, concrete pads, aboveground structures and underground conduits associated with communications systems (taken together, the "Facilities") in, over, under, across and along that certain real property described as follows (the "Easement"):

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.
(Legal description written by a Registered Land Surveyor)

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 Easement which would impair the repair, maintenance or removal of any or all of Grantee's Facilities. All systems, including electrical and communication structures installed by Grantee in and upon the Easement, shall remain the personal property of the Grantee and shall not be deemed a part of the realty.

Grantee and its contractors, agents and employees shall have the right to trim or top such trees and to cut such roots and remove such obstacles that could endanger or interfere with the Facilities and shall have free access to all of the Facilities and every part thereof, at all times, for the purpose of exercising the rights herein granted.

Grantee shall have the right during initial construction of the Facilities, to use for the purposes incidental to said construction, a strip of land 30 feet in width adjacent and contiguous to the Easement, said strip to be in whole or in part on each side of the Easement, said right to use said strip of land ceasing and being terminated at such time as said initial construction is completed.

Grantor shall not increase or decrease the ground surface elevation within the boundaries of the Easement after approved final grade is established and meets Grantee's construction standards. 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 underlying real property which is the subject of this Easement. Grantor hereby warrants and represents, and acknowledges Grantee's reliance upon said warranty and representation, that Grantor has good and sufficient title to the real property in order to grant this Easement, subject to all matters apparent or of record.

In consideration of the mutual terms, covenants and conditions herein contained, this Easement shall be binding upon and inure to benefit of any heirs, executors, administrators, permittees, licensees, agents, or assigns of Grantor and any successors and assigns of Grantee.

In witness hereof, the Grantor has executed these presents this _____ day of _____, 2013.

Community Food Bank, an Arizona Non-Profit Corporation

SIGNATURE

PRINTED NAME

TITLE

STATE OF)
) ss.
COUNTY OF)

This instrument was acknowledged before me, the undersigned notary public, by _____
_____ this _____ day of _____, 2013,
as _____ for Community Food Bank, an Arizona Non-Profit Corporation.

Notary Public

OPTION FOR EASEMENT AGREEMENT

This Agreement is made this 21st day of June 2013, by and between
Manufacturing Outsourcing Services Incorporated, an Arizona corporation

hereinafter referred to as "**OPTIONOR**", being the owner of or having an interest in land located in the County of Santa Cruz, State of Arizona, as described in that certain Deed recorded 03-29-2010 in the Santa Cruz County Recorder's Office at Sequence Number 2010-02414 (the "Property"), and **UNS Electric, Inc.**, an Arizona corporation, its successors and assigns, hereinafter called "**OPTIONEE**".

The sum of Five Thousand and no/100-Dollars (\$5,000.00), receipt whereof is hereby acknowledged and accepted by the OPTIONOR, is offered as consideration for this Agreement. By accepting this Agreement, OPTIONOR hereby grants to OPTIONEE the right to purchase an easement at a rate of \$2.00 per square foot, with a total value to be finalized and legally described subsequent to the Agreement, as agreed upon at any time within two (2) years from the date of this Agreement. The proposed option area across the Property is depicted in Exhibit "A" (attached). A six (6) month extension of this option will be agreeable to both parties upon additional payment of \$500.00 by OPTIONEE to OPTIONOR.

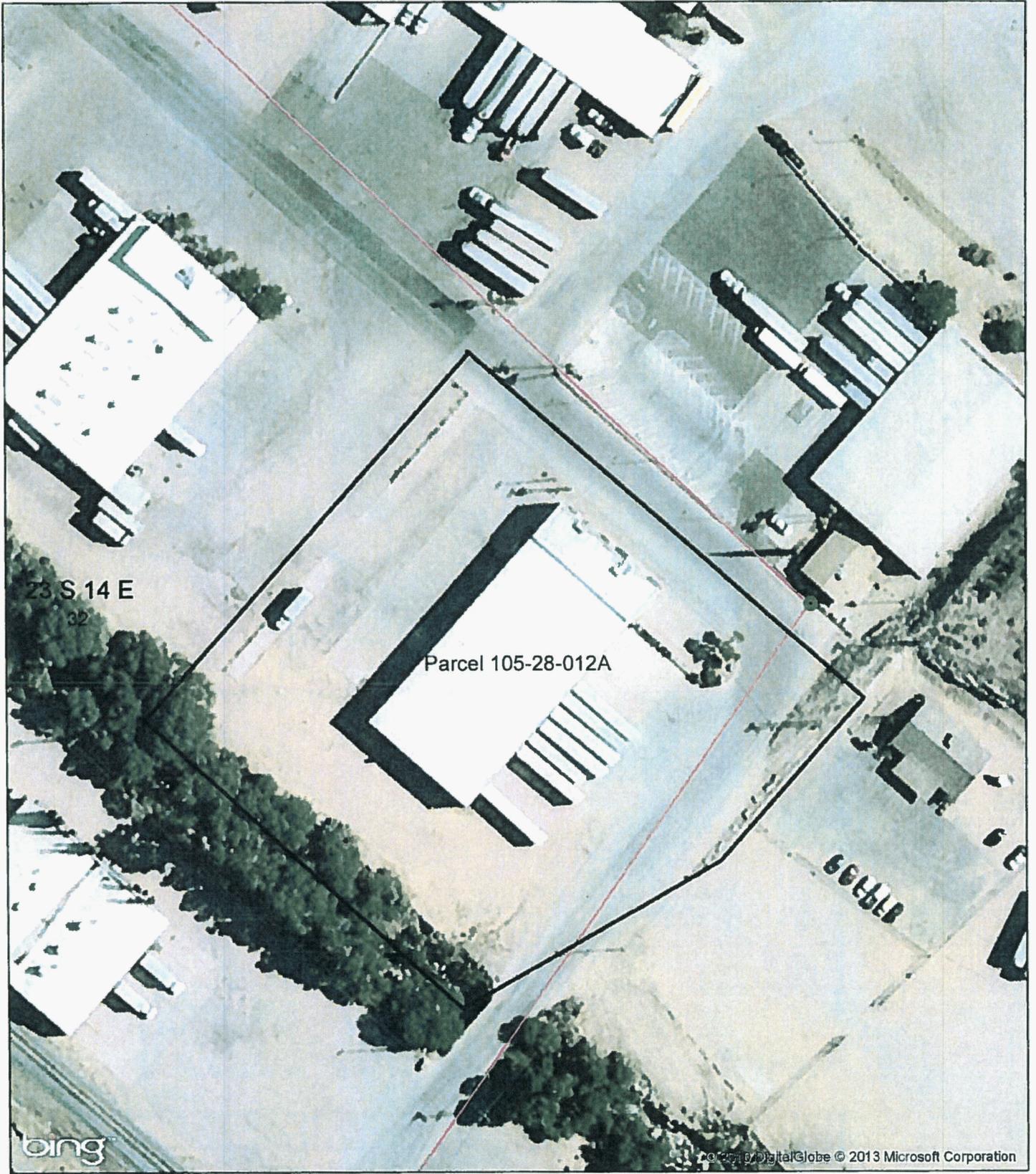
OPTIONEE shall give notice to OPTIONOR of its intention to exercise the option granted by this Agreement. Whereupon, the OPTIONOR shall execute a permanent easement, as shown in Exhibit "B" (attached) within a portion of the Property, OPTIONEE will have a legal description prepared for the easement.

If OPTIONEE shall duly elect to exercise this option, then the amount paid as consideration under this Agreement shall be credited toward the final purchase price. But, if OPTIONEE shall fail to duly exercise this option within the time prescribed herein, then the amount paid as consideration for this option shall be retained by OPTIONOR in full consideration for granting this option, for holding the aforesaid property for the prescribed time without encumbrance that would interfere with OPTIONEE's intended use, and in consideration of any liquidated damages that may be asserted.

OPTIONOR also gives and grants to OPTIONEE, its employees and agents the right during the period of this Agreement and any extension thereto, to enter upon the Property for the purpose of making surveys and inspections.

OPTIONOR hereby warrants that the property covered by this instrument is owned in fee simple, and that OPTIONOR will execute, procure or arrange for the procurement of any other documents or further necessary assurance of the title to the Property as may be required by OPTIONEE.

EXHIBIT "A"



Manufacturing Outsourcing
Services Inc.
Parcel 105-28-012A

— Easement location



This map is for general planning purposes only
TEP and UniSource makes no warranty of its accuracy

EXHIBIT "B"

ELECTRIC TRANSMISSION AND DISTRIBUTION RIGHT-OF-WAY EASEMENT

AERIAL ONLY

Manufacturing Outsourcing Services Incorporated, an Arizona corporation

(hereinafter referred to as "Grantor"), hereby grants to **UNS Electric, Inc.**, 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 one or more transmission and distribution voltage electric lines and appurtenant facilities for the transmission and distribution of electricity, consisting of wires, wood or steel poles, surface and underground foundations, cables, guy wires, anchors, and other appurtenant fixtures and equipment necessary or useful for transmission and distribution of electrical energy and for communication facilities of Grantee, including fiber-optic ground wires, aboveground structures and associated with communications systems (taken together, the "Facilities") in, over, across and along that certain real property described as follows (the "Easement"):

SEE EXHIBIT "A" ATTACHED HERETO AND BY THIS REFERENCE MADE A PART HEREOF.

Grantor further conveys to Grantee, 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 Easement which would impair the repair, maintenance or removal of any or all of Grantee's Facilities. All systems, including electrical and communication structures installed by Grantee in and upon the Easement, shall remain the personal property of the Grantee and shall not be deemed a part of the realty.

Grantee and its contractors, agents and employees shall have the right to trim or top such trees and to cut such roots and remove such obstacles that could endanger or interfere with the Facilities and shall have free access to all of the Facilities and every part thereof, at all times, for the purpose of exercising the rights herein granted.

Grantee shall have the right during initial construction of the Facilities, to use for the purposes incidental to said construction, a strip of land 30 feet in width adjacent and contiguous to the Easement, said strip to be in whole or in part on each side of the Easement, said right to use said strip of land ceasing and being terminated at such time as said initial construction is completed.

Grantor shall not increase or decrease the ground surface elevation within the boundaries of the Easement after approved final grade is established and meets Grantee's construction standards. 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 underlying real property which is the subject of this Easement. Grantor hereby warrants and represents, and acknowledges Grantee's reliance upon said warranty and representation, that Grantor has good and sufficient title to the real property in order to grant this Easement, subject to all matters apparent or of record.

In consideration of the mutual terms, covenants and conditions herein contained, this Easement shall be binding upon and inure to benefit of any heirs, executors, administrators, permittees, licensees, agents, or assigns of Grantor and any successors and assigns of Grantee.

In witness hereof, the Grantor has executed these presents this _____ day of _____, 2013.

Manufacturing Outsourcing Services Incorporated, an Arizona corporation

SIGNATURE

PRINTED NAME

TITLE

STATE OF)
) ss.
COUNTY OF)

This instrument was acknowledged before me, the undersigned notary public, by _____ this _____ day of _____, 2013, as _____ for Manufacturing Outsourcing Services Incorporated, an Arizona corporation.

Notary Public

SUBORDINATION APPROVAL & AGREEMENT
(Deed of Trust, Docket-1002 at Page 9)

J.M. Gonzalez

Date: _____

Carlota Gonzalez

Date: _____

STATE OF)
) ss.
COUNTY OF)

This instrument was acknowledged before me, the undersigned notary public, by J.M Gonzalez this ____ day of _____, 2013.

Notary Public

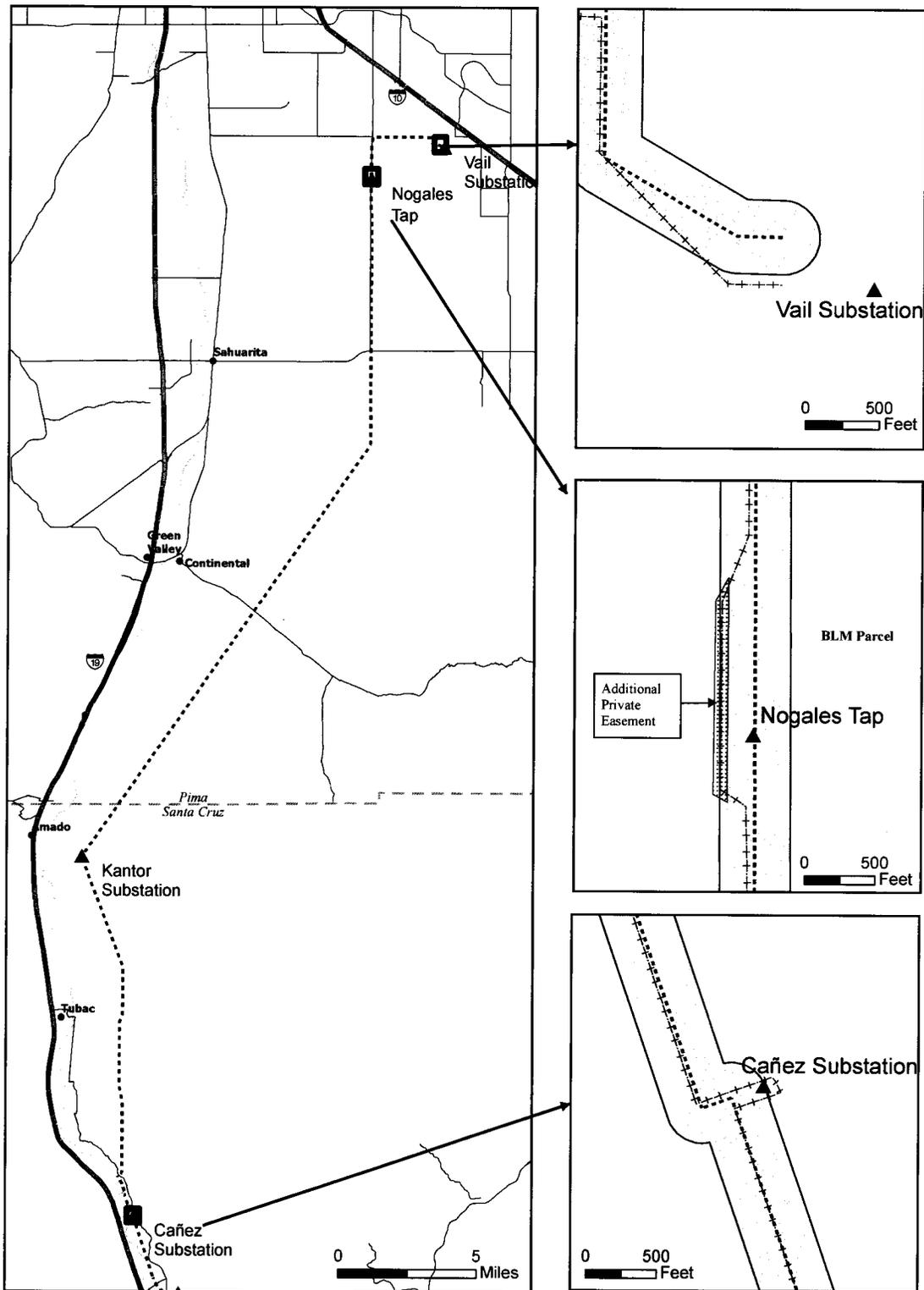
STATE OF)
) ss.
COUNTY OF)

This instrument was acknowledged before me, the undersigned notary public, by Carlota Gonzalez this ____ day of _____, 2013.

Notary Public

Exhibit

"4"



Vail to Valencia
Approved CEC Route and Diversions
115kV to 138kV
Upgrade Project

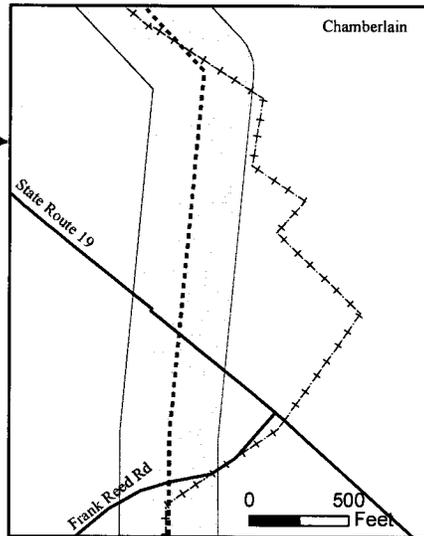
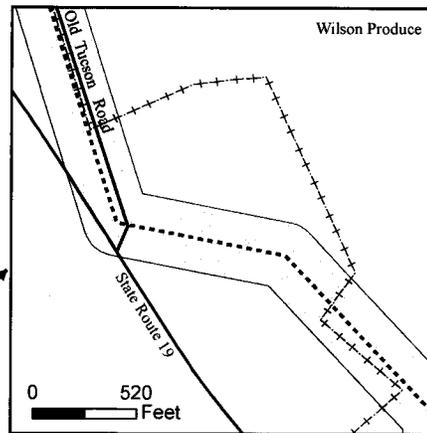
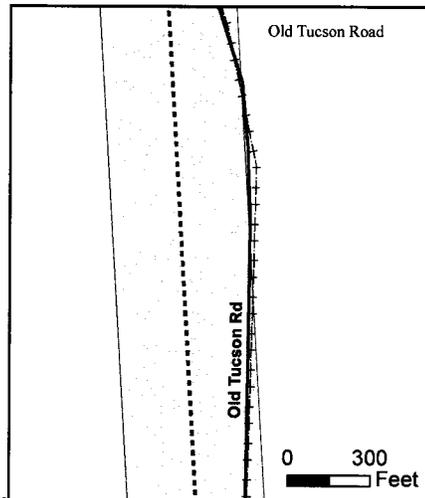
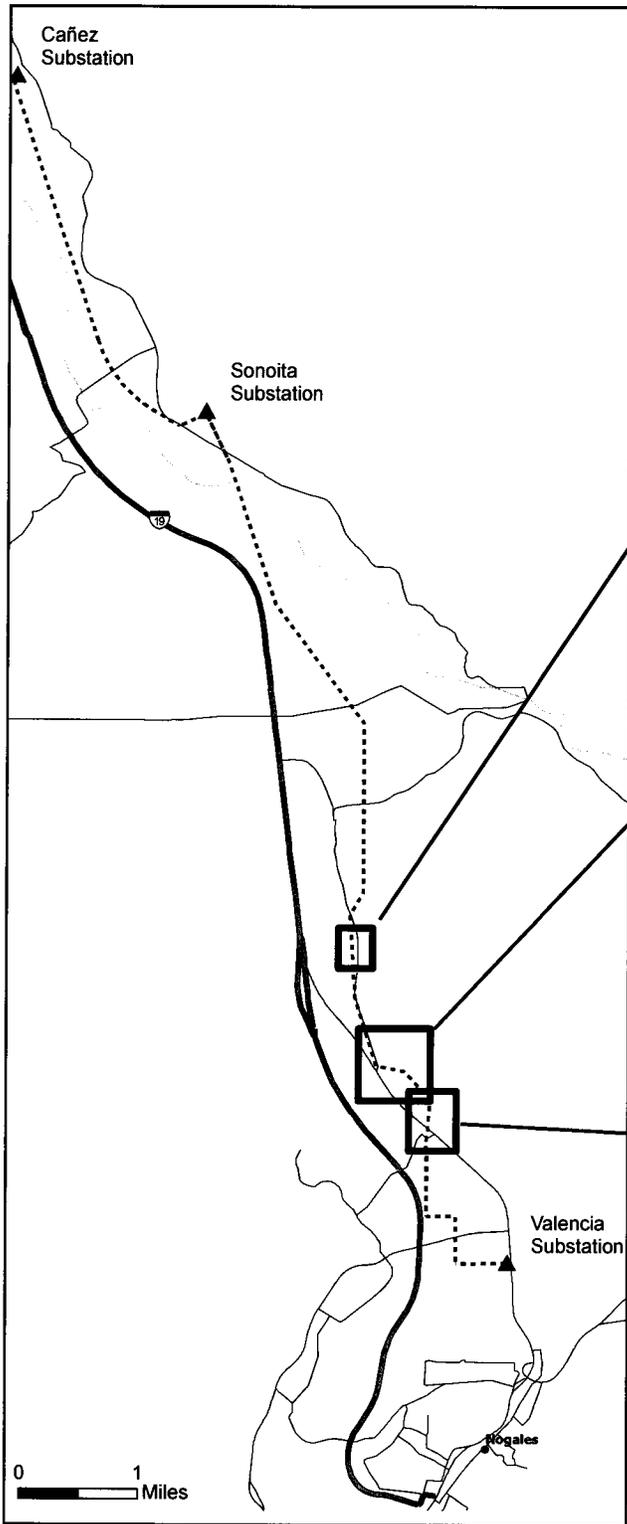
Legend

- Approved CEC Route
- Approved CEC Corridor
- +++ Diverted Route
- Interstate Highways
- Major Roads

Page 1 of 2

Exhibit

"5"



Legend

- Approved CEC Route
- Approved CEC Corridor
- +++ Diverted Route
- Interstate Highways
- Major Roads

N

Vail to Valencia
Approved CEC Route and Diversions
115kV to 138kV
Upgrade Project

Page 2 of 2

Exhibit

"6"

July 9, 2013 X:\Projects\VA-VailtoValencia\Public_Route\rs2013\road



Chamberlain Proposed Re-route as of June 10 2013

Vail to Valencia
115kV to 138kV
Upgrade Project

Legend

- Other Parcel Lines
- New Proposed Route
- Roadway Easement
- Property Line

1 inch = 200 feet



Last update June 10, 2013

Exhibit

"7"

1 **VAIL TO VALENCIA 138kV REBUILD**

2 **NEW CEC CENTERLINE LEGAL DESCRIPTION**

3 from

4 **VAIL SUBSTATION to VALENCIA SUBSTATION**

5 *July 2013*

6
7 A transmission line corridor of 500 feet in width except where noted, with the centerline, as determined
8 from Arizona State Plane Coordinate mapping, more particularly described as follows:

9 Beginning at **Vail Substation**, at grid coordinate (X) 1,041,142.80, (Y) 390,960.67, of Central Zone of
10 Arizona State Plane Coordinate System 1983, and to which National Geodetic Survey point 'PUMP' (PID
11 – CZ0252) bears South 39 degrees 29 minutes 16 seconds West, 5,071.98 feet;

12 thence South 89 degrees 55 minutes 56 seconds West, 423.52 feet;

13 thence North 45 degrees 15 minutes 37 seconds West, 1,186.12 feet;

14 thence North 00 degrees 07 minutes 58 seconds West, 1,017.67 feet;

15 thence South 89 degrees 32 minutes 32 seconds West, 11,891.07 feet;

16 thence South 05 degrees 40 minutes 55 seconds West, 1,744.96 feet;

17 thence South 00 degrees 34 minutes 52 seconds East, 4,707.45 feet;

18 thence South 21 degrees 10 minutes 00 seconds West, 308.79 feet;

19 thence South 00 degrees 11 minutes 10 seconds East, 1,229.35 feet to a point 123 feet west of the west
20 side of **Nogales Tap Substation**;

21 thence South 00 degrees 11 minutes 10 seconds East, 485.84 feet;

22 thence South 56 degrees 58 minutes 13 seconds East, 151.59 feet;

23 thence South 00 degrees 34 minutes 52 seconds East, 50,184.09 feet;

24 thence South 34 degrees 21 minutes 34 seconds West, 95,891.68 feet;

25 thence South 88 degrees 34 minutes 55 seconds West, 121.34 feet to a point in **Kantor Substation**;

26 thence South 03 degrees 13 minutes 57 seconds East, 158.25 feet;

27 thence South 21 degrees 14 minutes 55 seconds East, 22,453.78 feet;

28 thence South 00 degrees 29 minutes 36 seconds East, 9,011.69 feet;

1 thence South 19 degrees 02 minutes 10 seconds West, 1,725.59 feet;
2 thence South 00 degrees 29 minutes 28 seconds East, 12,408.16 feet;
3 thence South 12 degrees 35 minutes 44 seconds East, 2,722.98 feet;
4 thence South 00 degrees 28 minutes 50 seconds East, 13,826.04 feet;
5 thence South 56 degrees 02 minutes 44 seconds West, 1,075.87 feet to a point 50 feet easterly of the
6 UPRR easterly right-of-way, and the beginning of a non-tangent curve concave to the southwest, having
7 a radius of 5,878.84 feet, and to which a radial line bears North 47 degrees 57 minutes 51 seconds East;
8 thence southeasterly 2,377.22 feet along said curve and 50 feet easterly of the UPRR easterly right-of-
9 way through a central angle of 23 degrees 10 minutes 07 seconds;
10 thence continuing 50 feet easterly of the UPRR easterly right-of-way, South 18 degrees 52 minutes 02
11 seconds East, 1,543.32 feet;
12 thence South 71 degrees 07 minutes 58 seconds West, 225.00 feet to a point 25 feet westerly of the
13 UPRR westerly right-of-way;
14 thence continuing 25 feet westerly of the UPRR westerly right-of-way, South 18 degrees 52 minutes 02
15 seconds East, 4,314.74 feet;
16 thence North 71 degrees 07 minutes 58 seconds East, 810.00 feet;
17 thence South 71 degrees 07 minutes 58 seconds West, 585.00 feet to a point 50 feet easterly of the
18 UPRR easterly right-of-way and 147 feet westerly of the west side of **Cañez Substation**;
19 thence continuing 50 feet easterly of the UPRR easterly right-of-way, South 18 degrees 52 minutes 02
20 seconds East, 12,393.38 feet to the beginning of a curve concave to the northeast and having a radius of
21 5,528.78 feet;
22 thence southeasterly 3,957.08 feet along said curve and 50 feet easterly of the UPRR easterly right-of-
23 way through a central angle of 41 degrees 00 minutes 29 seconds;
24 thence continuing 50 feet easterly of the UPRR easterly right-of-way, South 59 degrees 52 minutes 30
25 seconds East, 1,386.97 feet;
26 thence North 64 degrees 22 minutes 52 seconds East, 1,307.16 feet to a point 63 feet southerly of the
27 south side of **Sonoita Substation**;
28 thence South 25 degrees 54 minutes 45 seconds East, 2,434.49 feet;
29 thence South 18 degrees 53 minutes 51 seconds East, 6,598.53 feet;
30 thence South 37 degrees 22 minutes 02 seconds East, 6,610.08 feet;

- 1 thence South 00 degrees 35 minutes 23 seconds East, 7,555.17 feet;
- 2 thence South 30 degrees 26 minutes 05 seconds West, 1,143.95 feet;
- 3 thence South 20 degrees 21 minutes 32 seconds East, 1,082.13 feet;
- 4 thence South 02 degrees 34 minutes 44 seconds West, 2,704.10 feet;
- 5 thence South 17 degrees 58 minutes 34 seconds East, 2,371.33 feet;
- 6 thence North 70 degrees 01 minutes 00 seconds East, 869.69 feet;
- 7 thence North 83 degrees 41 minutes 03 seconds East, 550.65 feet;
- 8 thence South 25 degrees 43 minutes 18 seconds East, 1,618.96 feet;
- 9 thence South 41 degrees 17 minutes 06 seconds West, 402.03 feet;

10 **Alternative language for legal, see option A and B starting at line 21**

- 11 thence South 00 degrees 35 minutes 14 seconds East, 3,069.29 feet;
- 12 thence within a 1,250 foot wide corridor, North 89 degrees 40 minutes 24 seconds East, 1,285.80 feet;
- 13 thence continuing in a 500 foot wide corridor, South 01 degrees 13 minutes 18 seconds East, 2,106.57
- 14 feet;
- 15 thence North 88 degrees 43 minutes 12 seconds East, 2,191.97 feet to the terminus of said centerline at
- 16 Valencia Substation, at grid coordinate (X) 1,007,459.01, (Y) 133,493.23, of said Central Zone of Arizona
- 17 State Plane Coordinate System 1983, and to which National Geodetic Survey point 'M423' (PID –
- 18 CG0883) bears South 23 degrees 09 minutes 01 seconds East, 34,502.53 feet.

19 All distances are grid.

20 Said centerline is 58.34 miles in length (option A) 58.15 (option B), more or less.



21 ***Option A, proposed reroute (around Chamberlain property):***

- 22 thence South 51 degrees 44 minutes 38 seconds East, 1,519.33 feet;
- 23 thence South 17 degrees 58 minutes 39 seconds West, 326.10 feet;
- 24 thence South 56 degrees 43 minutes 48 seconds East, 378.62 feet;
- 25 thence South 39 degrees 31 minutes 31 seconds West, 208.77 feet;
- 26 thence South 46 degrees 01 minutes 33 seconds East, 603.79 feet;

- 1 thence South 45 degrees 55 minutes 40 seconds West, 1,352.51 feet;
- 2 ***Option B, proposed reroute but original alignment through Chamberlain property:***
- 3 Thence South 47 degrees 54 minutes 38 seconds East, 1200.63 feet;
- 4 Thence South 04 degrees 49 minutes 19 seconds West, 1849.85 feet;
- 5 Thence South 00 degrees 35 minutes 14 seconds East, 331.60 feet;