

**STATE LAND DEPARTMENT
STATE OF ARIZONA**

Right of Way

R/W No. 14-115294-00

THIS RIGHT OF WAY ("Right of Way") is entered into by and between the State of Arizona (as "Grantor") by and through the Arizona State Land Department and

ROSEMONT COPPER COMPANY

("Grantee"). In consideration of payment and performance by the parties of each of the provisions set forth herein, the parties agree as follows:

EXTENT OF DOCUMENT

"Additional Conditions", "Exhibits", and "Appendixes" are an integral part of this document. In case of a conflict between the printed boiler document and the additional conditions, exhibits, or appendixes, the applicable additional condition, exhibit, or appendix shall be considered the governing document and supersede the printed boiler, but only to the extent necessary to implement the additional condition, exhibit, or appendix, and only if the additional condition, exhibit, or appendix does not conflict with governing state or federal law.

**ARTICLE 1
SUBJECT LAND**

1.1 Grantor grants to Grantee a Right of Way on, over, through, and across the State lands described in Appendix A attached hereto ("Subject Land").

1.2 Grantee makes use of the Subject Land "as is", and Grantor makes no express or implied warranties as to the physical condition of the Subject Land.

**ARTICLE 2
TERM**

2.1 The term of this Right of Way commences on March 7, 2017 ("Commencement Date"), and expires on March 6, 2067 ("Expiration Date"), unless sooner canceled or terminated as provided herein or as provided by law.

ARTICLE 3
RENT

3.1 Base Rent shall be payable in advance every 10 years for the above mentioned term in such amount as determined to be due on the basis of appraisals made by the Commissioner.

3.2 If the Grantee should fail to pay rental when due, or fail to keep the covenants and agreements herein set forth, the Commissioner, at his option, may cancel said Right of Way or declare the same forfeited in the manner provided by law.

3.3 There shall be added to the delinquent rental or other monies due, a penalty and delinquent interest. The delinquent interest rate shall be set by the State Treasurer according to law. The penalty shall be the greater of a minimum processing cost as determined by the Commissioner or five (5%) percent. The delinquent rent, penalty and interest shall be a lien on the improvements and property on the land.

ARTICLE 4
PURPOSE AND USE OF SUBJECT LAND

4.1 The purpose of this Right of Way is the location, construction, operation, and maintenance of:
Overhead 138kV transmission line with an overhead 48-count fiber optic line (internal use only).

4.2 No material may be removed by Grantee or its contractors without the written approval of the Grantor.

4.3 Grantee shall not exclude from use the State of Arizona, its lessees, or grantees, or the general public the right of ingress and egress over this Right of Way.

4.4 Grantee shall acquire required permits prior to construction, and adhere to all applicable rules, regulations, ordinances, and building codes as promulgated by the local jurisdiction and any applicable State or Federal agencies.

4.5 All use of State land outside the Right of Way must be applied for and authorized in accordance with applicable law.

4.6 Grantee shall not sublet or assign this Right of Way or any portion thereof without the written consent of the Grantor.

4.7 The Grantor retains ownership of the Subject Land. The use of this Right of Way is to be non-exclusive. This Right of Way is sold subject to existing reservations, easements, or rights of way heretofore legally obtained and now in full force and effect.

4.8 When necessary for Grantee's reasonable use of this Right of Way for the purposes for which the grant is made, it shall be deemed to include the rights in, upon, over, and across the described Subject Land to erect, construct, reconstruct, replace, repair, and maintain the facilities authorized by this Right of Way.

4.9 Grantee shall have the right to erect, maintain, and use gates in all fences under the control of the Grantor which now cross or shall hereafter cross said Right of Way, and to trim, cut, and clear away trees or brush whenever in its judgment the same shall be necessary for the convenient and safe exercise of the right herein provided.

4.10 Grantee shall not fence any portion of this Right of Way unless specifically authorized in the attached additional conditions without prior written consent of Grantor, nor shall Grantee exclude from the use of the surface thereof the State of Arizona or its lessees or grantees as reserved in Paragraph 10.1.

ARTICLE 5 **CONFORMITY TO LAW**

5.1 This Right of Way is subject to applicable laws and covenants relating to State lands.

ARTICLE 6 **CANCELLATION, TERMINATION AND ABANDONMENT**

6.1 This Right of Way is subject to cancellation pursuant to A.R.S. § 38-511.

6.2 If at any time the Right of Way ceases to be used for the purpose for which it was granted, it shall become void, and the right to use the Subject Land and all the rights of Grantee hereunder shall revert to the Grantor.

6.3 Upon revocation or termination of the Right of Way, the Grantee shall remove all equipment or facilities, and so far as is reasonably possible, restore and/or rehabilitate the Subject Land to its original condition, and to the satisfaction of the Grantor.

ARTICLE 7 **ENVIRONMENTAL INDEMNITY**

7.1 Grantee shall protect, defend, indemnify, and hold harmless the Grantor from and against all liabilities, costs, charges, and expenses, including attorneys' fees and court costs arising out of (or related to) the presence of (or existence of) any substance regulated under any applicable federal, state, or local environmental laws, regulations, ordinances, or amendments thereto because of: (a) any substance that came to be located on the Right of Way due to Grantee's use or occupancy of the lands by the Grantee before or after the issuance of the Right of Way; or (b) any release, threatened release, or escape

of any substance in, on, under, or from the Right of Way that is caused, in whole or in part, by any conduct, actions, or negligence of the Grantee, regardless of when such substance came to be located on the Right of Way.

7.2 For the purposes of this Right of Way the term "regulated substances" shall include substances defined as "regulated substances", "hazardous waste", "hazardous substances", "hazardous materials", "toxic substances", or "pesticides" in the Resource Conservation and Recovery Act, as amended by the Hazardous and Solid Waste Amendments of 1984; the Comprehensive Environmental Response, Compensation, and Liability Act; the Hazardous Materials Transportation Act; the Toxic Substance Control Act; the Federal Insecticide, Fungicide, and Rodenticide Act; the relevant local and state environmental laws, and the regulations, rules and ordinances adopted, and publications promulgated pursuant to the local, state, and federal laws. This indemnification shall include, without limitation, claims, or damages arising out of any violations of applicable environmental laws, regulations, ordinances, or subdivisions thereof, regardless of any real or alleged strict liability on the part of Grantor. This environmental indemnity shall survive the expiration or termination of this Right of Way and/or any transfer of all or any portion of the Subject Land and shall be governed by the laws of the State of Arizona.

7.3 In the event any such action or claim is brought or asserted against the Grantor, the Grantee shall have the right, subject to the right of the Grantor, to make all final decisions with respect to Grantor's liability for claims or damages, (i) to participate with Grantor in the conduct of any further required cleanup, removal, or remedial actions and/or negotiation and defense of any claim indemnifiable under this environmental indemnity provision, having reasonable regard to the continuing conduct of the operation/business located on the Subject Land and (ii) to participate with the Grantor in negotiating and finalizing any agreement or settlement with respect to any such claim or cleanup.

ARTICLE 8 INSURANCE REQUIREMENTS

8.1 Grantee shall maintain in full force a commercial general liability insurance policy during the Right of Way term affording protection to the limit of not less than one million dollars. This policy shall contain a provision that Grantor, named as an additional insured, shall be entitled to recovery for any loss occasioned to it, its agents, and employees. Further, the policy shall provide that Grantee's coverage is primary over any other insurance coverage available to the Grantor, its agents, and employees. Grantee shall send Grantor an advance 30 day written notice of any cancellation or reduction in insurance coverage. Such notice shall be sent directly to the Arizona State Land Department, 1616 W. Adams, Phoenix 85007, and shall be sent by certified mail, return receipt requested.

ARTICLE 9
ENVIRONMENTAL MATTERS

9.1 Grantee shall strictly comply with Environmental Laws relating but not limited to hazardous and toxic materials, wastes, and pollutants. Compliance means the Grantee shall act in accordance with the necessary reporting obligations, obtain and maintain all permits required, and provide copies of all documents as required by Environmental Laws. For purposes of this Right of Way the term "Environmental Law" shall include but not be limited to any relevant federal, state, or local laws, and applicable regulations, rules and ordinances, and publications promulgated pursuant thereto, including any future modifications or amendments relating to environmental matters.

ARTICLE 10
RESERVATIONS; RELINQUISHMENTS

10.1 Grantor reserves the right to grant other rights in, upon, over, and across the described Subject Land for any purpose whatsoever not inconsistent or incompatible with the use allowed by this indenture, and the Grantee agrees not to exclude the Grantor or its lessees or grantees from the use of the Subject Land herein described.

10.2 Grantor reserves all natural resources, timber, and minerals (including oil or gas) in or upon the described Subject Land, and the right to grant leases, permits, easements, and/or rights of way to extract such resources as provided by law and in a manner not inconsistent or incompatible with Grantee rights hereunder. Where inconsistent or incompatible uses exist, the Grantor will require the applicant therefor to indemnify Grantee for loss it might suffer by reason of such use.

10.3 Grantor reserves the right to relinquish to the United States pursuant to the U.S. Act of August 30, 1890, land needed for irrigation works in connection with a government reclamation project.

ARTICLE 11
LOCATION, CONSTRUCTION AND MAINTENANCE

11.1 Grantee shall ensure full compliance with the terms and conditions of this Right of Way by its agents, employees, and contractors (including sub-contractors of any tier), and the employees of each of them and shall include the terms and conditions in all contracts and sub-contracts which are entered into by any of them.

11.2 Failure or refusal of Grantee's agents, employees, contractors, sub-contractors, or their employees to comply with these terms and conditions shall be deemed to be the failure or refusal of Grantee.

ARTICLE 12
NATIVE PLANTS AND CULTURAL RESOURCES

12.1 (a) Pursuant to A.R.S. §§ 41-841 and 41-842, Grantee, Grantee's employees, and Grantee's guests shall not excavate or collect any prehistoric or historic archaeological specimens on the Subject Land without a permit from the Director of the Arizona State Museum and written approval of Grantor pursuant to the terms of this Right of Way. Grantee shall immediately report any unpermitted excavation or collection of archaeological specimens on the Subject Land to the Arizona State Museum and Grantor.

(b) Pursuant to A.R.S. § 41-844, Grantee shall report to the Director of the Arizona State Museum and Grantor any prehistoric or historic archaeological site, or paleontological site, that is discovered on the Subject Land by Grantee, Grantee's employees, or Grantee's guests, and shall, in consultation with the Director of the Arizona State Museum and Grantor, immediately take all reasonable steps to secure the preservation of the discovery.

12.2 (a) Grantee shall not move, use, destroy, cut or remove or permit to be moved, used, destroyed, cut or removed any timber, cactus, native plants, standing trees or products of the land except that which is necessary for the use of the Subject Land, and then only with the prior written approval of Grantor. For undeveloped land, the Grantee must submit a plant survey prior to the removal of any native plant. If the removal or destruction of plants protected under the Arizona Native Plant Law (A.R.S. § 3-901 et seq., or any successor statutes) is necessary to the use of the Subject Land, Grantee shall also obtain the prior written approval of the Arizona Department of Agriculture. In the event the Grantee removes the native plants, the Grantee must pay a vegetation fee to the Grantor and this fee is not a reimbursable improvement.

(b) Grantee is responsible for treatment of all regulated and restricted noxious weeds listed by the Arizona Department of Agriculture.

ARTICLE 13
GRANTEE SHALL PROTECT AND RESTORE THE SUBJECT LAND

13.1 Grantee shall be required, upon completion of Right of Way construction, to make such rehabilitation measures on the State lands, including but not limited to restoration of the surface, revegetation, and fencing as determined necessary by the Grantor.

13.2 Grantee shall conduct all construction and maintenance activities in a manner that will minimize disturbance to all land values including but not limited to vegetation, drainage channels, and streambanks. Construction methods shall be designed to prevent degradation of soil conditions in areas where such degradation would result in detrimental erosion or subsidence. Grantee shall take such other soil and resource

conservation and protection measures on the Subject Land under grant as determined necessary by the Grantor.

13.3 Costs incurred by the Grantee in complying with restoration and rehabilitation requirements, as determined by the Department, on State lands shall be borne by the Grantee.

13.4 Grantee shall conduct its operations on the Subject Land in such a manner as is consistent with good environmental practices. Grantee shall exert reasonable efforts to avoid damage of protected flora, and restore the surface to its condition prior to the occupancy thereof by Grantee.

ARTICLE 14 **MISCELLANEOUS**

14.1 The described Subject Land shall be used only for the purpose stated in Paragraph 4.1, and as may be further detailed elsewhere.

14.2 This Document is submitted for examination and shall have no binding effect on the parties unless and until executed by the Grantor (after execution by the Grantee), and until a fully executed copy is delivered to the Grantee.

14.3 In the event of a dispute between the parties to this Right of Way, it is agreed to use arbitration to resolve the dispute, but only to the extent required by A.R.S. § 12-1518. In no event shall arbitration be employed to resolve a dispute which is otherwise subject to administrative review by the Department.

14.4 The Grantor does not represent or warrant that access exists over other State lands which intervene respectively between the above Right of Way and the nearest public roadway.

14.5 Grantee agrees to indemnify, hold, and save Grantor harmless against all loss, damage, liability, expense, costs, and charges incident to or resulting in any way from any injuries to person or damage to property caused by or resulting from the use, condition, or occupation of the Subject Land.

14.6 If for any reason the State of Arizona does not have title to any of the Subject Land described herein, this Right of Way shall be null and void insofar as it relates to the land to which the State has failed to receive title.

14.7 Every obligation of the State under this Right of Way is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Right of Way, this Right of Way may be terminated by the State at the end of the period for which funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall

not be obligated or liable for any future payments or any damages as a result of termination under this paragraph.

14.8 The parties agree to be bound by applicable State and Federal rules governing Equal Employment Opportunity, Non-discrimination and Disabilities, including Executive Order No. 2009-09.

14.9 Within 30 days of project completion, Grantee shall submit a completed certificate of construction (copy attached).

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These Additional Conditions are attached to and made a part of the Right of Way boiler plate form (the "Boiler Plate"). The term "Section" when used in these Additional Conditions shall be deemed to refer to the Section numbers of the text in the Boiler Plate. The term "Paragraph" when used in these Additional Conditions shall be deemed to refer to the Paragraph numbers of the text in these Additional Conditions. The term "Right of Way" shall mean the Boiler Plate as supplemented by these Additional Conditions.

1. LEGAL DESCRIPTION, RENT AND PURPOSE

1.1 A legal description and/or a visual depiction of this Right of Way is/are detailed in EXHIBIT A attached hereto. Subject to Grantor's rules and policies then in place, and as a result of construction-related restrictions, Grantor and Grantee may agree to modify the legal description by the Grantee submitting "as built" or "proposed realignment" legal descriptions, depending on the situation, to Grantor for Grantor's review. If approved by Grantor, and additional acreage is impacted, Grantee agrees to pay an appraised or pro-rated charge as Grantor determines is appropriate. No refund will be made for a reduction in acreage.

1.2 Grantor reserves the right to grant additional access rights, or any other rights not in conflict with the rights granted herein, to other parties at the Grantor's sole discretion.

1.3 A fee shall be payable in advance every 10 years in such amount as is determined to be due on the basis of appraisal(s) made from time to time by the State Land Commissioner.

2. CONSTRUCTION, MAINTENANCE AND OPERATION

2.1 Grantee is responsible for complying with all federal, state and local guidelines in regards to the construction, maintenance and operation of this Right of Way grant and its associated appurtenances.

2.2 Prior to construction, and at the request of the Grantor, Grantee shall provide construction plans (no larger than 11" x 17" format) and applicable drainage report(s), engineering infrastructure report(s) or studies, and any Clean Water Act (CWA) Section 401 or 404 documents to the Grantor for the Grantor's review.

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2.3 Grantee shall conduct all construction and maintenance activities in a manner that will minimize disturbance to surface features affecting adjacent land values, including, but not limited to, vegetation, drainage channels and stream banks.

2.4 Grantee shall be responsible for controlling noxious weeds as listed by the Arizona Department of Agriculture for the term of this Right of Way. Grantor recommends Grantee review Arizona Department of Agriculture website for prohibited and restricted noxious weed rules and regulations.

2.5 Grantee agrees that any rubbish or debris from construction and maintenance work shall be removed and properly disposed of at its expense. Disposal of construction-related and maintenance-related materials on State Trust land is strictly prohibited.

2.6 If there are specific sites where construction and maintenance equipment and vehicles shall not be allowed as specifically identified by Grantor, such sites shall be clearly marked onsite by the Grantee prior to the beginning of any construction, maintenance or other ground disturbing activities. Grantee shall take any and all steps necessary to ensure that these sites are not disturbed.

2.7 All construction equipment shall be removed from the site within seven (7) days of project completion.

2.8 Grantee shall be responsible for weed control on disturbed areas within the limits of this Right of Way, and shall be responsible for consultation with the Grantor and/or local authorities for acceptable weed control methods.

2.9 For construction after Commencement Date of this Right of Way: Prior to commencement of construction Grantee shall submit and receive Grantor approval for a plan to restore and rehabilitate disturbed areas remaining once construction has been completed. The plan shall include, but not be limited to, reseeded, reforestation, erosion control, and watershed protection measures.

2.10 For ground disturbance after Commencement Date of this Right of Way: All rock brought to the surface along with topsoil and overburden from the affected State Trust lands shall be salvaged and stockpiled separately in a manner that replacement shall endeavor to utilize one hundred (100%) percent of the materials upon completion of construction. Excess rock unsuitable for scattering shall be disposed of in a manner and location that is authorized by the Grantor.

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2.11 Grantee shall maintain the Right of Way grant area in the manner described above during the term of this easement. Grantee agrees to complete any necessary restoration and rehabilitation to the satisfaction of the Grantor within ninety (90) days of written notification of non-compliance, or such longer period of time as mutually determined to be necessary to restore and/or rehabilitate subject land.

3. ENVIRONMENTAL MATTERS AND INDEMNITY

The following conditions shall supplement the terms and provisions governing environmental matters as set forth in the Right of Way boiler to which these Conditions are stated below.

3.1 For purposes of this Right of Way, the term "Environmental Laws" shall include but not be limited to any relevant federal, state or local environmental laws, and the regulations, rules and ordinances, relating to environmental matters, and publications promulgated pursuant to the local, state, and federal laws and any rules or regulations relating to environmental matters. For the purpose of this Right of Way, the term "Regulated Substances" shall include but not be limited to substances defined as "regulated substance", "solid waste", "hazardous waste", "hazardous materials", "hazardous substances", "toxic materials", "toxic substances", "inert materials", "pollutants", "toxic pollutants", "herbicides", "fungicides", "rodenticides", "insecticides", "contaminants", "pesticides", "asbestos", "environmental nuisance", "criminal littering", or "petroleum products" as defined in Environmental Laws.

3.2 Grantee shall strictly comply with all Environmental Laws, including, without limitation, water quality, air quality; and handling, transportation, storage, treatment, or disposal of any Regulated Substance on, under, or from the Subject Land. Without limiting the foregoing, compliance includes that Grantee shall: (1) comply with all reporting obligations imposed under Environmental Laws; (2) obtain and maintain all permits required by Environmental Laws and provide Grantor copies of all permits existing as of the Effective Date; (3) promptly provide Grantor a copy of any permit received after the Effective Date; (4) during the term of Right of Way, provide copies of all information it receives or obtains regarding any and all environmental matters relating to the Subject Land, including but not limited to environmental audits relating to the Subject Land regardless of the reason for which the information was obtained or whether or not the information was required by Environmental Laws; (5) prevent treatment, permanent storage and disposal of any Regulated Substances within the Subject Land without prior written authorization from Grantor.

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3.3 Grantee at all times shall employ or designate an existing employee (the "Designated Compliance Officer") who is responsible for knowing all Environmental Laws affecting Grantee and Grantee's business and monitoring Grantee's continued compliance with applicable Environmental Laws. Upon request by Grantor, Grantee shall make the Designated Compliance Officer available to discuss Grantee's compliance, answer any questions, and provide such reports and confirming information as Grantor may reasonably request.

3.4 At any time, Grantor may request Grantee to provide an environmental audit of the Subject Land performed by an Arizona registered professional engineer or an Arizona registered geologist. Grantee shall pay the entire cost of the audit.

3.5 Hazardous material generated (motor oil, paint, etc.) shall be disposed of properly or used in a way which will minimize impact on vegetation.

3.6 At any time, during the term of the Right of Way, Grantor may require Grantee to obtain one Phase I environmental assessment of the Subject Land performed by an Arizona registered professional engineer or an Arizona registered geologist. If based upon the Phase I environmental assessment or its own independent investigation, Grantor identifies any possible violation of Environmental Laws or the terms of this Right of Way, Grantor may require Grantee to conduct additional environmental assessments as Grantor deems appropriate for the purpose of ensuring that the Subject Land are in compliance with Environmental Laws. The Phase I assessment, or any other assessment required by Grantor, shall be obtained for the benefit of both Grantee and Grantor. A copy of the Phase I report shall be provided both to Grantee and Grantor. Grantor, in its sole discretion, shall have the right to require Grantee to perform additional assessments of any damage to the Subject Land arising out of any violations of Environmental Laws. If Grantee fails to obtain any assessments required by Grantor, Grantee shall pay the entire costs of any and all assessments required by Grantor, notwithstanding the expiration or termination of the Right of Way.

3.7 Prior to the termination of the Right of Way, Grantee shall restore the Subject Land by removing any and all Regulated Substances. In addition, the restoration shall include, but not be limited to, removal of all waste and debris deposited by Grantee. If the Subject Land or any portions thereof are damaged or destroyed from the existence or presence of any Regulated Substance or if the Subject Land or any portions thereof are damaged or destroyed in any way relating to or arising out of the removal, treatment,

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storage, disposition, mitigation, cleanup or remedying of any Regulated Substance, Grantee shall arrange, at its expense, for the repair, removal, remediation, restoration, and reconstruction to the Subject Land to the original condition existing on the date that Grantee first occupied the Subject Land, to the satisfaction of Grantor. In any event, any damage, destruction, or restoration by Grantee shall not relieve Grantee from its obligations and liabilities under this Right of Way. Grantee's restoration obligations under this Section shall survive the expiration or the termination of the Right of Way.

3.8 Grantee shall defend, indemnify and hold Grantor harmless from and against any and all liability, obligations, losses, damages, penalties, claims, environmental response and cleanup costs and fines, and actions, suits, costs, taxes, charges, expenses and disbursements, including legal fees and expenses of whatever kind or nature (collectively, "claims" or "damages") imposed on, incurred by, or reserved against Grantor in any way relating to or arising out of Grantee's occupancy and use of the Subject Land and (a) any non-compliance with any Environmental Laws, the existence or presence of any Regulated Substance, on, under, or from the Subject Land; or (b) any claims or damages in any way relating to or arising out of the removal, treatment, storage, disposition, mitigation, cleanup or remedying of any Regulated Substance on, under, or from the Subject Land by Grantee, its agents, contractors, or subcontractors.

3.9 This indemnity shall include, without limitation, claims or damages arising out of any and all violations of Environmental Laws regardless of any real or alleged fault, negligence, gross negligence, breach of warranty, or strict liability on the part of any of the indemnitees. This indemnity shall survive the expiration or termination of this Right of Way and/or transfer of all or any portion of the Subject Land and shall be governed by the laws of the State of Arizona.

3.10 In the event any action or claim is brought or asserted against Grantor which is or may be covered by this indemnity, Grantee shall fully participate, at Grantee's expense, in the defense of the action or claim including but not limited to the following: (1) the conduct of any required cleanup, removal or remedial actions and/or negotiations, (2) the conduct of any proceedings, hearings, and/or litigation, and (3) the negotiation and finalization of any agreement or settlement. Grantor shall retain the right to make all final decisions concerning the defense. Grantee's obligations to participate in the defense under this Section shall survive the expiration or termination of the Right of Way.

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4. CULTURAL RESOURCES AND NATIVE PLANTS

4.1 If any ground disturbing activities associated with this Right of Way are to occur on Arizona State Trust land in areas not previously subjected to cultural resources survey and subsequently addressed in the Historic Properties Treatment Plan for Rosemont Copper Utilities, Pima County (EPG, Nov. 2015) (the "HPTP"), additional cultural resources inventory will be required PRIOR TO any such disturbance. Ground disturbing activities include, but are not limited to; blading, grading, or widening roads, pole replacement, pull-sites, temporary construction easements, or any other activity that will disturb the topsoil.

4.2 Should previously undocumented cultural resources be identified during any project-related construction or maintenance activities, the protocol set forth in HPTP shall be followed. Should human remains or funerary objects be identified, the Repatriation Coordinator of the Arizona State Museum shall be notified immediately; the Manager of the Cultural Resources Management Program at ASLD shall also be notified and the protocol set forth in the HPTP shall be followed.

4.3 In the event consultation with the State Historic Preservation Office is required, Grantee shall supply Grantor with any documentation required to consult with the State Historic Preservation Office, as required pursuant to the State Historic Preservation Act (A.R.S. § 41-861 et seq).

4.4 Prior to any ground disturbance, and at the request of Grantor, Grantee agrees to conduct and submit a plant inventory/plant salvage plan to the Grantor. Payment will be required prior to any ground disturbance for any flora cut, removed and/or destroyed.

4.5 If vegetation is authorized by Grantor to be removed and/or destroyed, and prior to any ground disturbance, Grantee agrees to file the appropriate Notice of Intent to Clear Land in accordance with A.R.S. § 3-905 Destruction of Native Plants by State.

4.6 Grantee shall use best efforts to preserve or relocate all protected plants, if viable and feasible, on or adjacent to the work site that will not interfere with the work required.

4.7 Grantee shall only remove protected plants when specifically authorized to do so, and avoid damaging vegetation that will remain in place. If the Grantee or its contractors

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are authorized to remove any protected plants from State Trust land for replanting off of State Trust land, a permit from the Department of Agriculture is required.

4.8 Grantee shall contact the Arizona Department of Agriculture for further information or permit requirements related to native protected plants.

4.8.1 A survey may be required to determine if protected plants are present and if plants must be salvaged. Grantee shall contact the Arizona Department of Agriculture at least sixty (60) days before commencement of any salvage work.

4.9 Grantee shall minimize the removal of existing vegetation within the project area to the greatest extent possible.

4.10 Grantee shall salvage or replant cactus and other protected plants.

4.11 Grantee is prohibited to blade, scrape or remove any existing vegetation without authorization from Grantor.

5. SERVICE / ACCESS ROADS

5.1 Grantee shall acquire any permits necessary prior to the construction and maintenance of its service roads. Grantee shall construct new service roads with widths as narrow as possible.

5.2 Material for service road construction and maintenance (i.e. fill dirt, sand and gravel, etc.) may not be acquired from State Trust lands without the proper permits and authorization.

5.3 Service roads shall be maintained in substantially the same condition as they exist at the time the Right of Way is issued except, if not drivable, they may be made drivable.

5.4 Grantee shall not fence nor gate the service roads without the prior written permission of the Grantor.

5.5 The service roads shall only be used by the Grantee in conjunction with said Right of Way grant and associated appurtenances.

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5.6 Grantee shall avoid using service roads during wet weather or when too soft to travel over whenever practicable. The soil shall be deemed too wet to adequately support equipment if such equipment creates ruts in excess of six (6) inches deep.

5.7 Maintenance of the service roads may include dust control measures for the term of this Right of Way.

6. EXISTING LESSEES

6.1 Grantee shall keep all gates closed and ensure its contractors do the same. Grantor reserves the right to require cattle guards if Grantor determines gates are being left open or fencing has been removed or damaged by the Grantee, its employees or contractors.

6.2 Any grazing-related improvements removed or damaged due to construction, operation and maintenance of this Right of Way shall be replaced and/or reconstructed immediately. Cost of replacement and reconstruction shall be the responsibility of the Grantee.

6.3 Grantee shall be responsible for all costs associated with making alterations to existing third party grantee or lessee improvements and the scope and extent of the alternations shall be mutually agreed upon prior to modification. Grantee shall provide Grantor with written documentation of all mutually agreed upon modifications prior to making any alterations to such improvements.

6.4 If construction or maintenance occurs during periods of livestock grazing, Grantee will take necessary measures to insure livestock protection and containment.

6.4.1 Grantee agrees to notify Grazing Lessee(s) 30 days prior to beginning construction or maintenance, and inquire as to the presence/absence of livestock.

7. ADDITIONAL SPECIFIC COMPLIANCE REQUIREMENTS

7.1 Current records show that the species listed under Threatened/Endangered Species within EXHIBIT B of these Additional Conditions have been documented as occurring in the project vicinity.

7.2 Current records show that additional specific compliance requirements exist within the project vicinity and are identified on EXHIBIT B of these Additional Conditions.

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8. MISCELLANEOUS

8.1 Grantee shall relocate that portion(s) of the overhead 138kV transmission line with an overhead 48-count fiber optic line (internal use only) and any associated appurtenances or portion(s) thereof constructed pursuant to this Right of Way (the "Affected Facilities"), if Grantor determines, in its reasonable discretion, that the relocation of the Affected Facilities during the Term of this Right of Way is in the best interests of the Trust and facilitates the use and/or development of the balance of the surrounding State Trust Lands.

8.2 Prior to relocation of the Affected Facilities, Grantor, Grantee, and any third party applicant, lessee, grantee, or permittee whose use of the surrounding State Trust Lands shall be facilitated by the relocation, shall agree to the new alignment of this Right of Way and location of the Affected Facilities. The realignment and relocation shall not, without the approval of Grantee, change the locations at which the Affected Facilities currently enter and exit State Trust lands. Realignment of the Right of Way may require an amendment to the Subject Land and may require additional rent to Grantor, but in no case a diminution in rent, if necessary to compensate for any greater value of the amended Subject Land.

8.3 The proposed relocation shall not cause an interruption in Grantee's use of the overhead 138kV transmission line with an overhead 48-count fiber optic line (internal use only).

8.4 The proposed relocation may only proceed if Grantee can obtain all clearances, permits, approvals, and acceptable title insurance necessary to operate and relocate the Affected Facilities within the new right of way alignment.

8.5 The third party applicant, lessee, grantee, or permittee seeking the relocation of the Affected Facilities or this Right of Way to facilitate its use and development of the surrounding State Trust Land shall reimburse Grantee, in a manner to be agreed prior to relocation, for (a) Grantee's costs to apply for, process, and obtain all clearances, permits, and approvals necessary to relocate the Affected Facilities or this Right of Way to the new right of way alignment, (b) Grantee's cost to relocate and reconstruct the Affected Facilities in the new right of way alignment, (c) Grantee's cost to remove the Affected Facilities from this Right of Way, and (d) any increase in the Base Rent charged by Grantor for any amendment to the acreage and location of the Subject Land.

ADDITIONAL CONDITIONS

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8.6 Grantee shall not alter nor cause ponding, nor any damage up or down stream of any water crossing.

8.7 No altering of existing drainages or drainage structures is authorized under this instrument except as otherwise authorized by appropriate state and federal permits.

8.8 If any provision or agreement of this Right of Way is found invalid by any tribunal, such invalidity shall not affect the validity of the remaining provisions hereof.

8.9 The following provision shall be deemed added at the end of Section 6.2 of Article 6 of the Right of Way to which these Additional Conditions are attached as if set forth therein verbatim:

“Any violation by Grantee of any of the terms of this Right of Way constitutes a breach. Upon a breach by Grantee which is not in the process of being cured within sixty (60) days after the date a notice of breach is sent by certified mail to Grantee to the most recent address for Grantee as shown in the files of Grantor, this Right of Way shall become void and the right to use the Subject Land and all of the rights of Grantee hereunder shall revert to Grantor at the expiration of the aforesaid sixty (60) day period.”

8.10 Attached hereto as EXHIBIT C is an insurance rider which shall supplement the terms and provisions governing insurance as set forth in the Right of Way form to which these Additional Conditions are attached. Grantor reserves the right to amend EXHIBIT C as and when the Arizona Department of Administration requires revisions to the insurance requirements applicable to Arizona State Trust Land.

ADDITIONAL CONDITIONS

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9. EXHIBITS

9.1 The following exhibits are attached to these Additional Conditions and made a part hereof:

EXHIBIT A Legal Description and/or Visual Depiction of Right of Way

EXHIBIT B Additional Specific Compliance Requirements

EXHIBIT C Insurance Rider

**BY SIGNATURE BELOW, ALL TERMS ARE
AGREED TO AND ACCEPTED BY GRANTEE**

By: Matt Dingham

Title: Director and Secretary

Date: Nov. 21, 2017

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EXHIBIT A - LEGAL DESCRIPTION AND/OR VISUAL DEPICTION OF RIGHT OF WAY

**EXHIBIT A
14-115294
(Transmission Powerline)
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Arizona State
Land Department
Township 17S
Range 14E
Section 32
Page 1 of 2

LEGAL DESCRIPTION

Description of a strip of land being one hundred (100) feet in width across the Northeast Quarter of Section 32, Township 17 South, Range 14 East, Gila and Salt River Meridian, Pima County, Arizona. The centerline of said strip of land being more particularly described as follows:

Beginning at a point on the North line of said Section 32, from which a GLO brass cap marking the Northeast corner of said section bears North 89°47'57" East, a distance of 1643.00 feet;

Thence along said centerline, South 0°12'03" East, a distance of 180.00 feet;

Thence on a line 180.00 feet South of, and parallel with, the North line of said Section, North 89°47'57" East, a distance of 1184.97 feet;

Thence North 87°13'25" East, a distance of 458.57 feet to a point on the East line of said section, from which a GLO brass cap marking the Northeast corner bears North 0°14'03" West, a distance of 159.40 feet, said point being the point of termination of the herein described centerline.

Said strip of land contains 4.19 acres of land, more or less.

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EXHIBIT A - LEGAL DESCRIPTION AND/OR VISUAL DEPICTION OF RIGHT OF WAY

Exhibit A

14-115294

(Transmission Powerline)

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Arizona State
Land Department

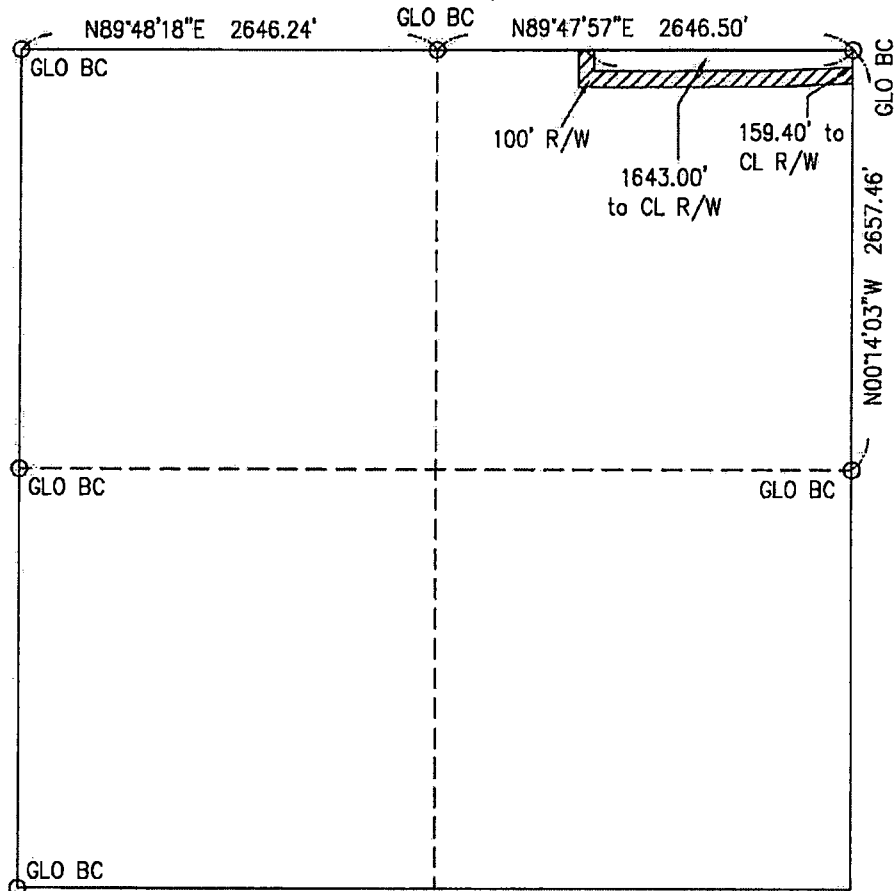
Township 17S

Range 14E

Section 32

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Section Map



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EXHIBIT A - LEGAL DESCRIPTION AND/OR VISUAL DEPICTION OF RIGHT OF WAY

EXHIBIT A
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(Transmission Powerline)
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Arizona State
Land Department
Township 17S
Range 14E
Section 33
Page 1 of 2

LEGAL DESCRIPTION

Description of a strip of land being one hundred (100) feet in width across the North Half of Section 33, Township 17 South, Range 14 East, Gila and Salt River Meridian, Pima County, Arizona. The centerline of said strip of land being more particularly described as follows:

Beginning at a point on the West line of said Section 33, from which a GLO brass cap marking the Northwest corner of said section bears North $0^{\circ}14'03''$ West, a distance of 159.40 feet;

Thence along said centerline, North $87^{\circ}13'25''$ East, a distance of 1746.81 feet to a point on a line 80.00 feet South of, and parallel with, the North line of said Section;

Thence along said parallel line, North $89^{\circ}49'43''$ East, a distance of 901.44 feet;

Thence North $89^{\circ}44'36''$ East, a distance of 2646.74 feet to a point on the East line of said section, from which a GLO brass cap marking the Northeast corner bears North $0^{\circ}06'55''$ West, a distance of 80.00 feet, said point being the point of termination of the herein described centerline.

Said strip of land contains 12.16 acres of land, more or less.

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EXHIBIT A - LEGAL DESCRIPTION AND/OR VISUAL DEPICTION OF RIGHT OF WAY

Exhibit A

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(Transmission Powerline)

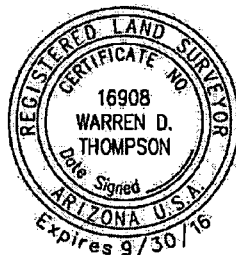
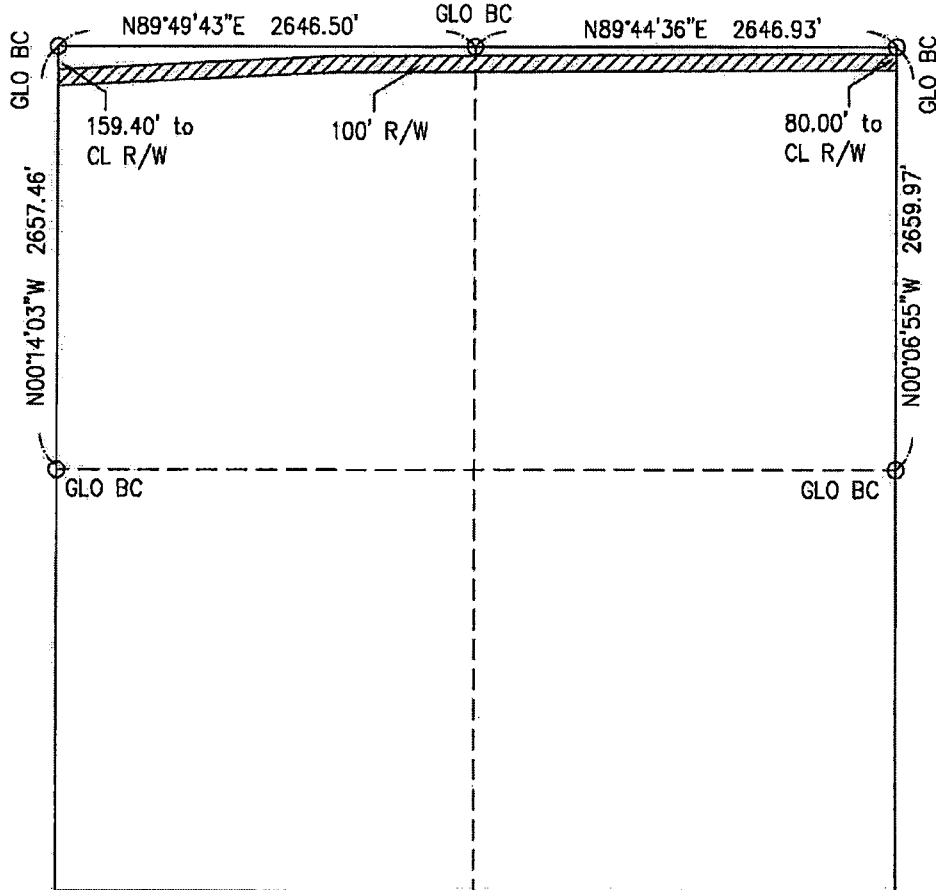
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Land Department

Township 17S
Range 14E
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EXHIBIT A - LEGAL DESCRIPTION AND/OR VISUAL DEPICTION OF RIGHT OF WAY

**EXHIBIT A
14-115294
(Transmission Powerline)
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Arizona State
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Township 17S
Range 14E
Section 34
Page 1 of 4

LEGAL DESCRIPTION

Description of a strip of land being one hundred (100) feet in width across the North Half of Section 34, Township 17 South, Range 14 East, Gila and Salt River Meridian, Pima County, Arizona. The centerline of said strip of land being more particularly described as follows:

Beginning at a point on the West line of said Section 34, from which a GLO brass cap marking the Northwest corner of said section bears North 0°06'55" West, a distance of 80.00 feet;

Thence along said centerline, on a line 80.00 feet South of, and parallel with, the North line of said Section, North 89°38'16" East, a distance of 665.71 feet to a point on a line 50.00 feet North of, and parallel with, the North right-of-way line of Santa Rita Road, said right-of-way being 66 feet in width, centered on the surveyed location of said road as it currently exists;;

Thence along said parallel line, South 54°05'36" East, a distance of 1812.96 feet;

Thence South 71°54'31" East, a distance of 2710.53 feet;

Thence South 47°57'08" East, a distance of 797.46 feet to a point on the East line of said section, from which a GLO brass cap marking the Northeast corner bears North 00°17'16" West, a distance of 2546.75 feet, said point being the point of termination of the herein described centerline.

Said strip of land contains 13.74 acres of land, more or less.

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EXHIBIT A - LEGAL DESCRIPTION AND/OR VISUAL DEPICTION OF RIGHT OF WAY

EXHIBIT A
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Range 14E
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LEGAL DESCRIPTION (continued)

Thence along said East line, South $0^{\circ}17'16''$ East, a distance of 80.02 feet to a point on North right-of-way of said Santa Rita Road;

Thence along said right-of-way, North $43^{\circ}07'05''$ West, a distance of 517.34 feet;

Thence, along a tangent curve to the left with a radius of 1333.00 feet, a central angle of $28^{\circ}47'26''$ (the chord of which bears North $57^{\circ}30'48''$ West, a distance of 662.79 feet) for an arc length of 669.82 feet to a point of cusp;

Thence South $71^{\circ}54'31''$ East, a distance of 309.44 feet;

Thence South $47^{\circ}57'08''$ East, a distance of 832.41 feet to the Point of Beginning;

Said Parcel "B" contains 0.63 acres of land more or less.

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EXHIBIT A - LEGAL DESCRIPTION AND/OR VISUAL DEPICTION OF RIGHT OF WAY

Exhibit A

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(Transmission Powerline and Hiatus)

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Arizona State
Land Department

Township 17S

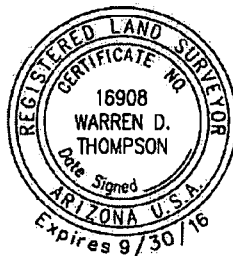
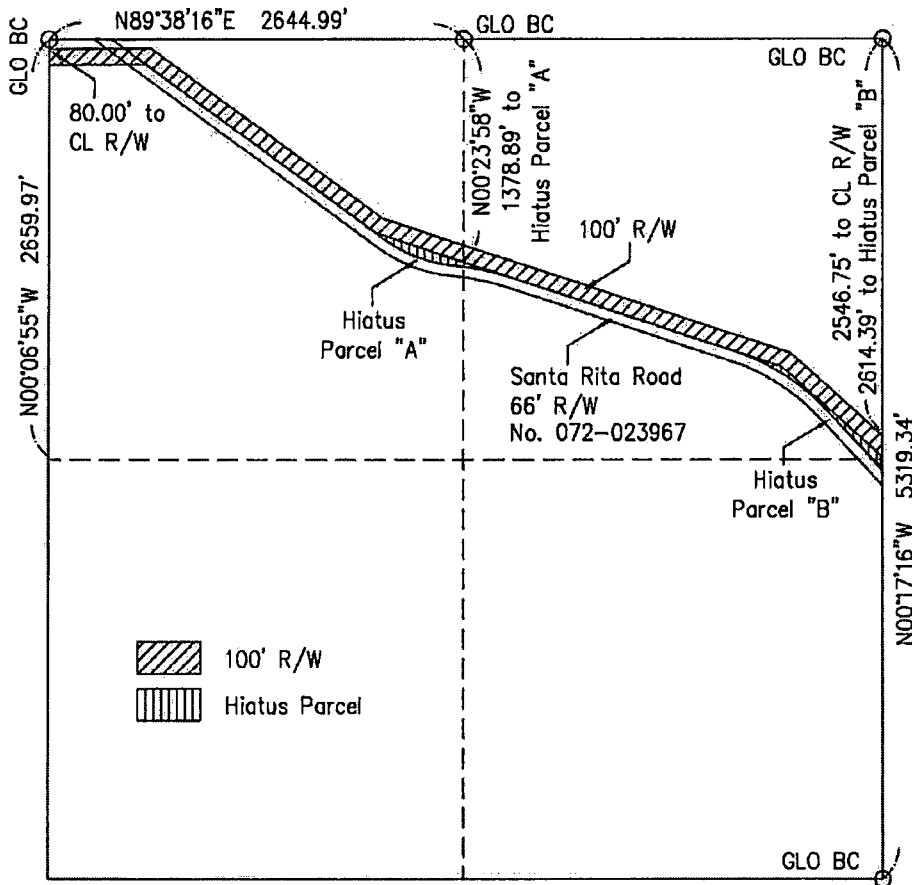
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Section Map



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EXHIBIT A
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Arizona State
Land Department
Township 17S
Range 14E
Section 35
Page 1 of 3

LEGAL DESCRIPTION

Description of a strip of land being one hundred (100) feet in width across the Northwest Quarter and South Half of Section 35, Township 17 South, Range 14 East, Gila and Salt River Meridian, Pima County, Arizona. The centerline of said strip of land being more particularly described as follows:

Beginning at a point on the West line of said Section 35, from which a GLO brass cap marking the Northwest corner of said section bears North $00^{\circ}17'16''$ West, a distance of 2546.75 feet;

Thence along said centerline, South $47^{\circ}57'08''$ East, a distance of 670.50 feet;

Thence South $49^{\circ}02'01''$ East, a distance of 755.00 feet;

Thence South $51^{\circ}17'52''$ East, a distance of 767.00 feet;

Thence South $52^{\circ}44'57''$ East, a distance of 770.00 feet;

Thence South $55^{\circ}06'29''$ East, a distance of 1454.66 feet to a point on the South line of said section, from which a GLO brass cap marking the Southeast corner bears North $89^{\circ}10'48''$ East, a distance of 1859.81 feet, said point being the point of termination of the herein described centerline.

Said strip of land contains 10.14 acres of land, more or less.

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EXHIBIT A - LEGAL DESCRIPTION AND/OR VISUAL DEPICTION OF RIGHT OF WAY

EXHIBIT A
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(Transmission Powerline Hiatus)
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Land Department
Township 17S
Range 14E
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LEGAL DESCRIPTION

Description of Parcel "A", being a strip of land of variable width across the Northwest and Southwest Quarters of Section 35, Township 17 South, Range 14 East, Gila and Salt River Meridian, Pima County, Arizona. Said strip of land being more particularly described as follows:

Beginning at a point on the West line of said Section 35, from which a GLO brass cap marking the Northwest corner of said section bears North 0°17'16" West, a distance of 2614.39 feet;

Thence South 47°57'08" East, a distance of 625.42 feet;

Thence South 49°02'01" East, a distance of 756.46 feet;

Thence South 51°17'52" East, a distance of 768.62 feet;

Thence South 52°44'57" East, a distance of 764.87 feet to a point on the North right-of-way line of Santa Rita Road, said right-of-way being 66 feet in width, centered on the surveyed location of said road as it currently exists;

Thence along said right-of-way. North 54°56'57" West, a distance of 1208.67 feet;

Thence North 50°29'27" West, a distance of 1124.22 feet;

Thence, along a tangent curve to the right with a radius of 3667.00 feet, a central angle of 7°22'22" (the chord of which bears North 46°48'16" West, a distance of 471.54 feet) for an arc length of 471.87 feet;

Thence North 43°07'05" West, a distance of 63.34 feet;

Thence North 00°17'16" West, a distance of 80.02 feet to the Point of Beginning.

Said Parcel "A" contains 3.20 acres of land more or less.

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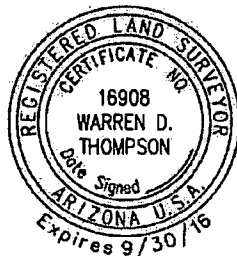
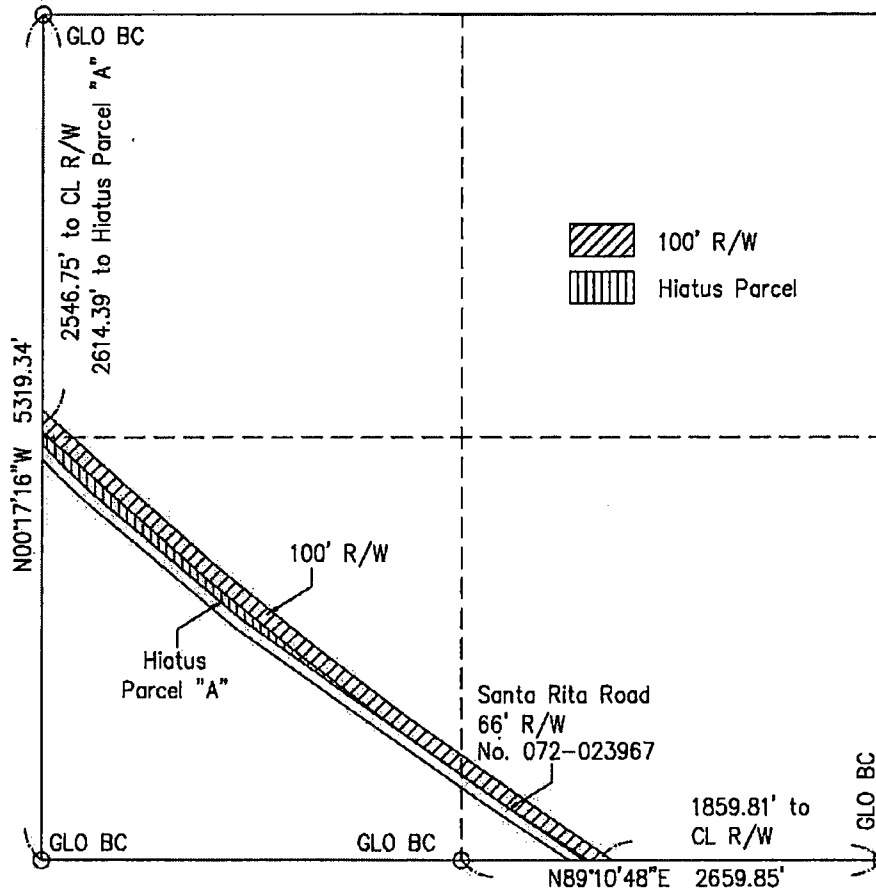
Township 17S

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EXHIBIT A - LEGAL DESCRIPTION AND/OR VISUAL DEPICTION OF RIGHT OF WAY

**EXHIBIT A
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(Transmission Powerline)
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Land Department
Township 18S
Range 14E
Section 2
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LEGAL DESCRIPTION

Description of a strip of land being one hundred (100) feet in width across Lots 1, 2 and the South Half of the Northeast Quarter of Section 2, Township 18 South, Range 14 East, Gila and Salt River Meridian, Pima County, Arizona. The centerline of said strip of land being more particularly described as follows:

Beginning at a point on the North line of said Section 2, from which a GLO brass cap marking the Northeast corner of said section bears North 89°10'48" East, a distance of 1859.81 feet;

Thence along said centerline, South 55°06'29" East, a distance of 854.84 feet;

Thence South 52°12'14" East, a distance of 1480.49 feet to a point on the East line of said section, from which a GLO brass cap marking the Northeast corner bears North 00°27'36" West, a distance of 1422.97 feet, said point being the point of termination of the herein described centerline.

Said strip of land contains 5.36 acres of land, more or less.

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EXHIBIT A - LEGAL DESCRIPTION AND/OR VISUAL DEPICTION OF RIGHT OF WAY

EXHIBIT A
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LEGAL DESCRIPTION

Description of Parcel "A", being a strip of land of variable width across Lot 1 and the South Half of the Northeast Quarter of Section 2, Township 18 South, Range 14 East, Gila and Salt River Meridian, Pima County, Arizona. Said strip of land being more particularly described as follows:

Beginning at a point on the East line of said Section 2, from which a GLO brass cap marking the Northeast corner of said section bears North 0°27'36" West, a distance of 1486.65 feet;

Thence South 0°27'36" East, a distance of 211.00 feet to a point on the North right-of-way line of Santa Rita Road, said right-of-way being 66 feet in width, centered on the surveyed location of said road as it currently exists;

Thence along said right-of-way, North 50°42'01" West, a distance of 839.69 feet;

Thence, along a tangent curve to the right with a radius of 1067.00 feet, a central angle of 23°46'27" (the chord of which bears North 38°48'47" West, a distance of 439.57 feet) for an arc length of 442.74 feet;

Thence, along a reverse curve to the left with a radius of 733.00 feet, a central angle of 9°17'42" (the chord of which bears North 31°34'24" West, a distance of 118.78 feet) for an arc length of 118.91 feet;

Thence departing said right-of-way, South 52°12'14" East, a distance of 1247.54 feet to the Point of Beginning.

Said Parcel "A" contains 3.85 acres of land more or less.

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Exhibit A

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Township 18S

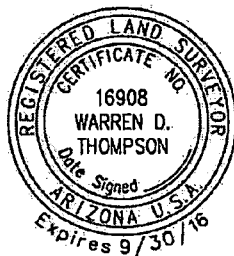
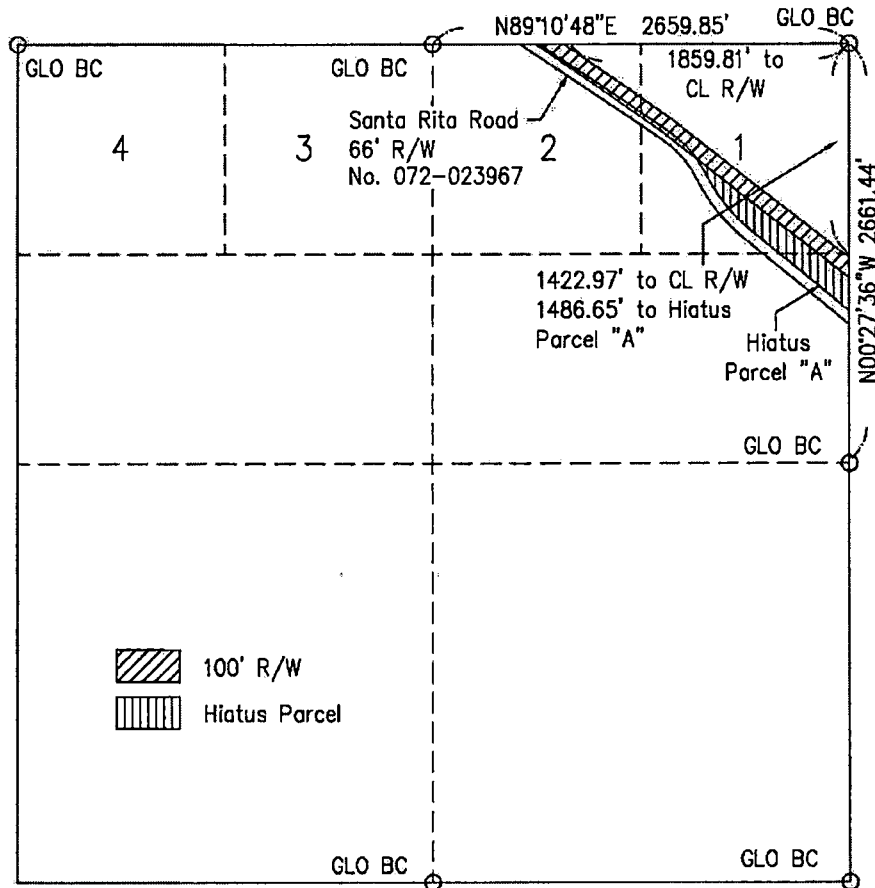
Range 14E

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Section Map



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EXHIBIT A - LEGAL DESCRIPTION AND/OR VISUAL DEPICTION OF RIGHT OF WAY

**EXHIBIT A
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(Transmission Powerline)
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Land Department
Township 18S
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LEGAL DESCRIPTION

Description of a strip of land being one hundred (100) feet in width across the West Half of Section 1, Township 18 South, Range 14 East, Gila and Salt River Meridian, Pima County, Arizona. The centerline of said strip of land being more particularly described as follows:

Beginning at a point on the West line of said Section 1, from which a GLO brass cap marking the Northwest corner of said section bears North 00°27'36" West, a distance of 1422.97 feet;

Thence along said centerline, South 52°12'14" East, a distance of 2066.52 feet;

Thence South 26°18'14" East, a distance of 2796.52 feet, to a point on the South line of said section, from which a GLO brass cap marking the South Quarter corner bears South 87°18'34" West, a distance of 181.94 feet, said point being the point of termination of the herein described centerline.

Said strip of land contains 11.16 acres of land, more or less.

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Arizona State
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LEGAL DESCRIPTION

Description of Parcel "A", being strip of land of variable width across the West Half of Section 1, Township 18 South, Range 14 East, Gila and Salt River Meridian, Pima County, Arizona. Said strip of land being more particularly described as follows:

Beginning at a point on the West line of said Section 1, from which a GLO brass cap marking the Northwest corner of said section bears North 0°27'36" West, a distance of 1486.65 feet;

Thence South 52°12'14" East, a distance of 2015.59 feet;

Thence South 26°18'14" East, a distance of 2763.41 feet to a point on the South line of said Section 1;

Thence along said south line, South 87°18'34" West, a distance of 127.47 feet to a GLO brass cap marking the South quarter corner of said section;

Thence continuing along said south line, South 86°39'37" West, a distance of 105.36 feet to a point on a non-tangent curve on the North right-of-way of Santa Rita Road, said right-of-way being 66 feet in width, centered on the surveyed location of said road as it currently exists;

Thence along said curve to the right with a radius of 562.00 feet, a central angle of 10°26'27" (the chord of which bears North 11°44'39" West, a distance of 102.27 feet) with a radial line in of North 73°02'07" East and a radial line out of South 83°28'34" West, for an arc length of 102.41 feet;

Thence along a reverse curve to the left with a radius of 2633.00 feet, a central angle of 20°01'21" (the chord of which bears North 16°32'06" West, a distance of 915.45 feet), for an arc length of 920.13 feet;

Thence North 26°32'47" West, a distance of 466.32 feet;

Thence along a tangent curve to the left with a radius of 4433.00 feet, a central angle of 7°34'03" (the chord of which bears North 30°19'49" West, a distance of 585.09 feet), for an arc length of 585.51 feet;

Thence North 34°06'50" West, a distance of 562.98 feet;

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EXHIBIT A - LEGAL DESCRIPTION AND/OR VISUAL DEPICTION OF RIGHT OF WAY

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LEGAL DESCRIPTION (continued)

Thence along a tangent curve to the left with a radius of 1333.00 feet, a central angle of 20°56'00" (the chord of which bears North 44°34'50" West, a distance of 484.31 feet), for an arc length of 487.02 feet;

Thence North 55°02'50" West, a distance of 1351.00 feet;

Thence North 50°42'01" West, a distance of 45.01 feet to a point on the West line of said Section 1;

Thence along said line, North 00°27'36" West, a distance of 211.00 feet to the Point of Beginning.

Said Parcel "A" contains 10.85 acres of land, more or less.

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EXHIBIT A - LEGAL DESCRIPTION AND/OR VISUAL DEPICTION OF RIGHT OF WAY

Exhibit A

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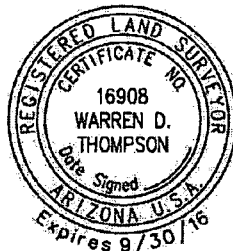
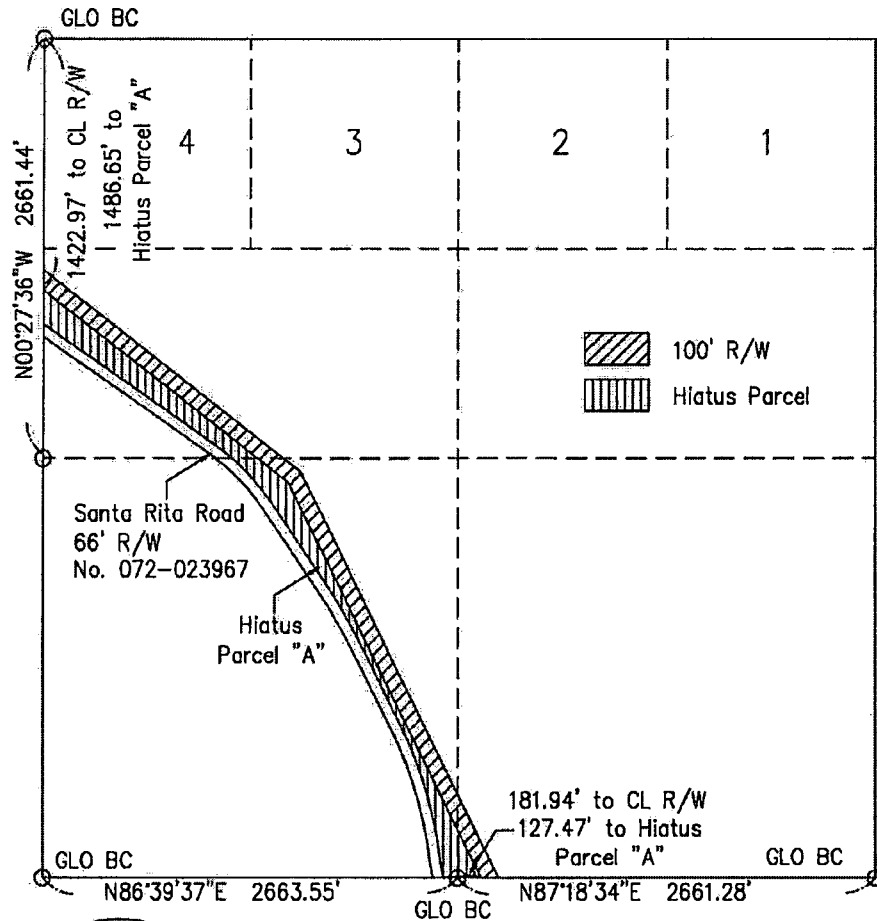
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EXHIBIT A - LEGAL DESCRIPTION AND/OR VISUAL DEPICTION OF RIGHT OF WAY

**EXHIBIT A
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Land Department
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Range 14E
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LEGAL DESCRIPTION

Description of a strip of land being one hundred (100) feet in width across the North Half of Section 12, Township 18 South, Range 14 East, Gila and Salt River Meridian, Pima County, Arizona. The centerline of said strip of land being more particularly described as follows:

Beginning at a point on the North line of said Section 12, from which a GLO brass cap marking the North Quarter corner of said section bears South 87°18'34" West, a distance of 181.94 feet;

Thence along said centerline, South 26°18'14" East a distance of 457.98 feet;

Thence South 59°39'25" East, a distance of 743.00 feet;

Thence South 56°42'58" East, a distance of 789.00 feet;

Thence South 54°14'57" East, a distance of 773.50 feet;

Thence South 55°38'12" East, a distance of 437.11 feet to a point on the East line of said section, from which a GLO brass cap marking the Northeast corner bears North 00°26'32" West, a distance of 2033.99 feet, said point being the point of termination of the herein described centerline.

Said strip of land contains 7.35 acres of land, more or less.

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EXHIBIT A
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Arizona State
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LEGAL DESCRIPTION

Description of Parcel "A", being a strip of land of variable width across the North Half of Section 12, Township 18 South, Range 14 East, Gila and Salt River Meridian, Pima County, Arizona. Said strip of land being more particularly described as follows:

Beginning at a point on the North line of said Section 12, from which a GLO brass cap marking the North quarter corner of said section bears South 87°18'34" West, a distance of 127.38 feet;

Thence South 26°18'14" East, a distance of 494.43 feet to a point on the North right-of-way of Santa Rita Road, said right-of-way being 66 feet in width, centered on the surveyed location of said road as it currently exists;

Thence following said right-of-way, North 60°56'46" West, a distance of 213.79 feet;

Thence along a tangent curve to the right with a radius of 562.00 feet, a central angle of 43°58'53" (the chord of which bears North 38°57'20" West a distance of 420.89 feet) for an arc length of 431.40 feet to a point on the North line of said Section 12;

Thence along said North line, North 86°39'37" East, a distance of 105.36 feet to a GLO brass cap marking the North quarter corner of said section;

Thence North 87°18'34" East, a distance of 127.38 feet to the Point of Beginning;

Said Parcel "A" contains 1.87 acres of land, more or less.

Together with:

Description of Parcel "B", being a strip of land of variable width across the Northeast Quarter of Section 12, Township 18 South, Range 14 East, Gila and Salt River Meridian, Pima County, Arizona. Said strip of land being more particularly described as follows:

Beginning at a point on the East line of said Section 12, from which a GLO brass cap marking the Northeast corner of said section bears North 00°26'32" West, a distance of 2094.89 feet;

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LEGAL DESCRIPTION (continued)

Thence South 00°26'32" East, a distance of 88.32 feet to a point on the North right-of-way of Santa Rita Road, said right-of-way being 66 feet in width, centered on the surveyed location of said road as it currently exists;

Thence along said right-of-way, North 50°15'46" West, a distance of 763.67 feet;

Thence along a tangent curve to the left with a radius of 8333.00 feet, a central angle of 0°44'07" (the chord of which bears North 50°37'49" West a distance of 106.92 feet) for an arc length of 106.92 feet to a point of cusp;

Thence South 54°14'57" East, a distance of 344.03 feet;

Thence South 55°38'12" East, a distance of 472.47 feet to the Point of Beginning.

Said Parcel "B" contains 0.62 acres of land, more or less.

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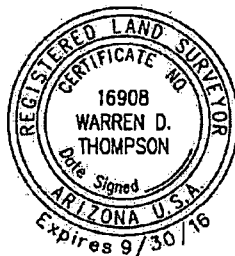
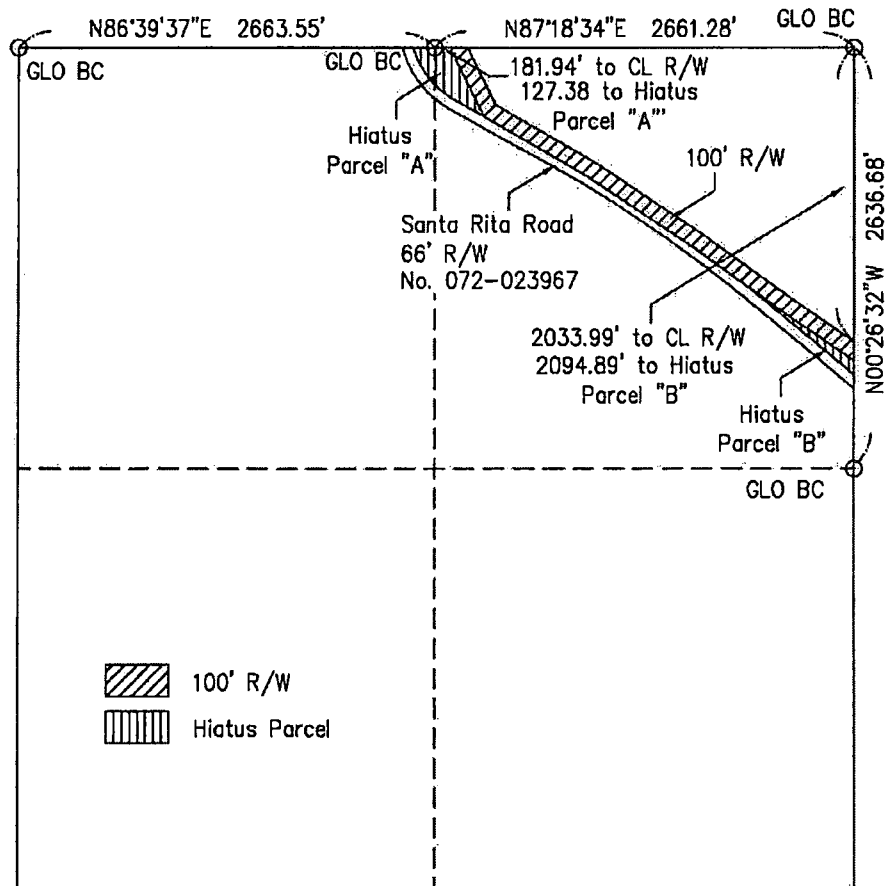
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LEGAL DESCRIPTION

Description of a strip of land being one hundred (100) feet in width across Lot 4 and East Half of the Southwest Quarter of Section 7, Township 18 South, Range 15 East, Gila and Salt River Meridian, Pima County, Arizona. The centerline of said strip of land being more particularly described as follows:

Beginning at a point on the West line of said Section 7, from which a GLO brass cap marking the Southwest corner of said section bears South 00°26'32" East, a distance of 1207.12 feet;

Thence along said centerline, South 55°38'12" East, a distance of 334.39 feet;

Thence South 58°22'37" East, a distance of 774.50 feet;

Thence South 60°58'51" East, a distance of 775.20 feet;

Thence South 63°15'28" East, a distance of 469.25 feet to a point on the South line of said section, from which a GLO stone marking the Southeast corner bears North 89°17'27" East, a distance of 3489.74 feet, said point being the point of termination of the herein described centerline.

Said strip of land contains 5.39 acres of land, more or less.

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LEGAL DESCRIPTION

Description of Parcel "A", being strip of land of variable width across Lot 4 and the East Half of the Southwest Quarter of Section 7, Township 18 South, Range 15 East, Gila and Salt River Meridian, Pima County, Arizona. Said strip of land being more particularly described as follows:

Beginning at a point on the West line of said Section 7, from which a GLO brass cap marking the Southwest corner of said section bears South 00°26'32" East, a distance of 1146.22 feet;

Thence South 55°38'12" East, a distance of 300.83 feet;

Thence South 58°22'37" East, a distance of 776.83 feet;

Thence South 60°58'51" East, a distance of 777.33 feet;

Thence South 63°15'28" East, a distance of 373.99 feet to a point on the South line of said section;

Thence along said line, South 89°17'27" West, a distance of 198.08 feet to a point on the North right-of-way of Santa Rita Road, said right-of-way being 66 feet in width, centered on the surveyed location of said road as it currently exists;

Thence along said right-of-way, North 67°57'29" West, a distance of 313.51 feet;

Thence along a tangent curve to the right with a radius of 4442.00 feet, a central angle of 17°41'44" (the chord of which bears North 59°06'37" West a distance of 1366.44 feet) for an arc length of 1371.88 feet;

Thence North 50°15'46" West, a distance of 340.15 feet to a point on the West line of said Section 7;

Thence along said line North 00°26'32" West, a distance of 88.32 feet to the Point of Beginning.

Said Parcel "A" contains 6.12 acres of land, more or less.

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EXHIBIT A - LEGAL DESCRIPTION AND/OR VISUAL DEPICTION OF RIGHT OF WAY

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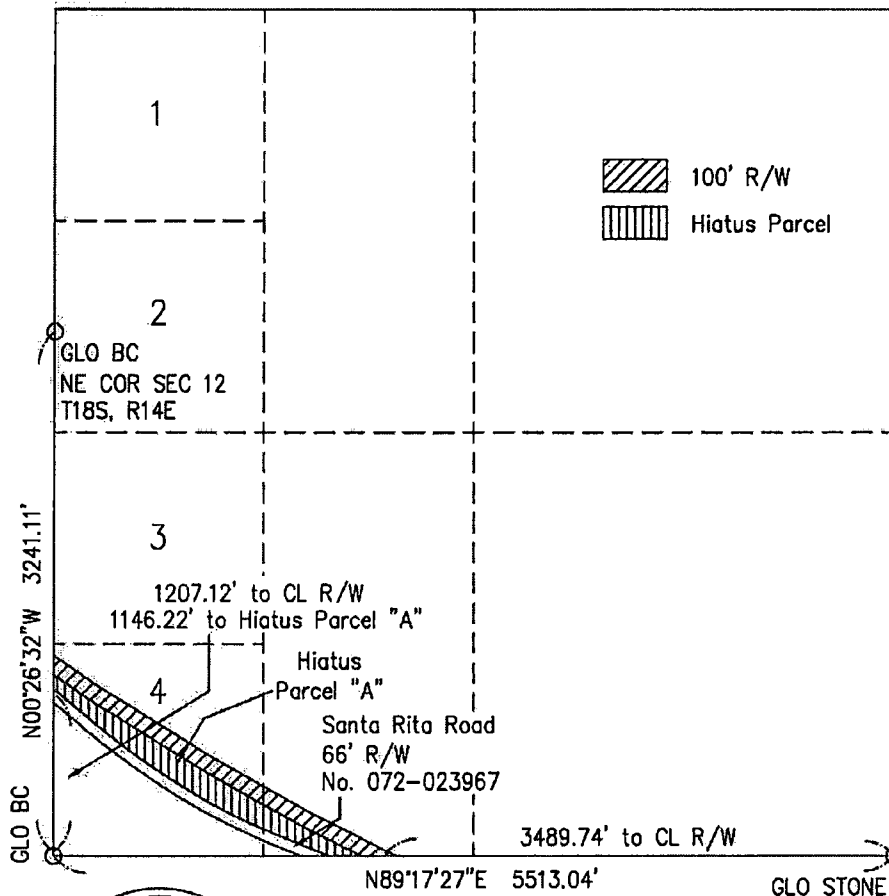
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LEGAL DESCRIPTION

Description of a strip of land being one hundred (100) feet in width across the North Half and the Southeast Quarter of Section 18, Township 18 South, Range 15 East, Gila and Salt River Meridian, Pima County, Arizona. The centerline of said strip of land being more particularly described as follows:

Beginning at a point on the North line of said Section 18, from which a GLO stone marking the Northeast corner of said section bears North 89°17'27" East, a distance of 3489.74 feet;

Thence along said centerline, South 63°15'29" East, a distance of 1107.25 feet;

Thence, South 45°19'19" East, a distance of 774.50 feet;

Thence South 47°48'30" East, a distance of 765.50 feet;

Thence South 48°13'19" East, a distance of 1559.00 feet;

Thence South 49°10'12" East, a distance of 340.03 feet to a point on the East line of said section, from which a GLO stone marking the East Quarter corner bears North 0°41'23" West, a distance of 213.98 feet, said point being the point of termination of the herein described centerline.

Said strip of land contains 10.44 acres of land, more or less.

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LEGAL DESCRIPTION

Description of Parcel" A", being a strip of land of variable width across the North Half of Section 18, Township 18 South, Range 15 East, Gila and Salt River Meridian, Pima County, Arizona. Said strip of land being more particularly described as follows:

Beginning at a point on the North line of said Section 18, from which a GLO stone marking the Northeast corner of said section bears North 89°17'27" East, a distance of 3598.20 feet;

Thence South 63°15'28" East, a distance of 1195.61 feet;

Thence South 45°19'19" East, a distance of 767.69 feet;

Thence South 47°48'30" East, a distance of 751.09 feet to a point on the North right-of-way of Santa Rita Road, said right-of-way being 66 feet in width, centered on the surveyed location of said road as it currently exists;

Thence along said right-of-way, North 48°16'13" West, a distance of 1589.93 feet;

Thence along a tangent curve to the left with a radius of 683.00 feet, a central angle of 19°41'16" (the chord of which bears North 58°06'51" West a distance of 233.54 feet) for an arc length of 234.69 feet;

Thence North 67°57'29" West, a distance of 1060.85 feet to a point on the North line of said Section 18;

Thence North 89°17'27" East, a distance of 198.08 feet to the Point of Beginning.

Said Parcel "A" contains 1.59 acres of land, more or less.

Together with:

Description of Parcel" B", being a strip of land of variable width across the East Half of Section 18, Township 18 South, Range 15 East, Gila and Salt River Meridian, Pima County, Arizona. Said strip of land being more particularly described as follows:

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LEGAL DESCRIPTION (continued)

Beginning at a point on the East line of said Section 18, from which a GLO stone marking the East Quarter corner bears North 0°41'23" West, a distance of 280.76 feet;

Thence along said East line South 0°41'23" East, a distance of 69.92 feet to a point on a non-tangent curve on the North right-of-way of Santa Rita Road, said right-of-way being 66 feet in width, centered on the surveyed location of said road as it currently exists;

Thence along said curve to the left with a radius of 2993.00 feet, a central angle of 08°28'55" (the chord of which bears North 42°14'20" West a distance of 433.79 feet) with a radial line in of South 52°00'07" West and a radial line out of North 43°31'13" East, for an arc length of 434.19 feet to a point of cusp;

Thence South 49°10'12" East, a distance of 384.28 feet to the Point of Beginning.

Said Parcel "B" contains 0.18 acres of land, more or less.

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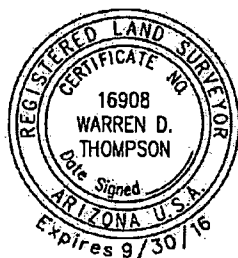
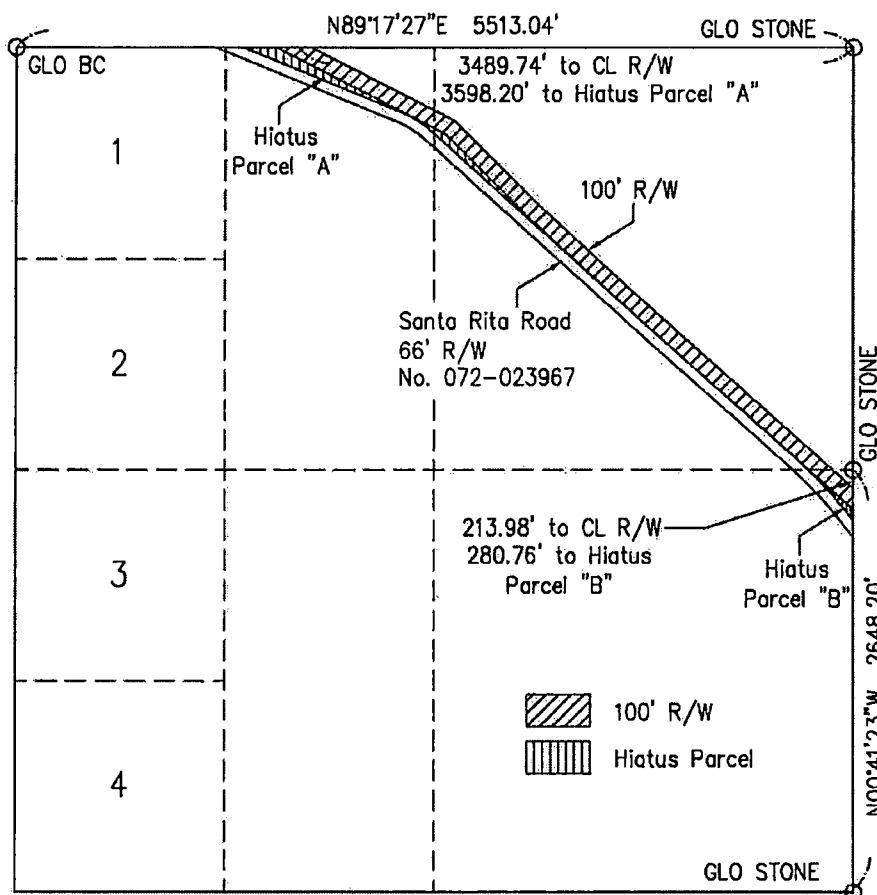
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Section 17
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LEGAL DESCRIPTION

Description of a strip of land being one hundred (100) feet in width across the South Half Section 17, Township 18 South, Range 15 East, Gila and Salt River Meridian, Pima County, Arizona. The centerline of said strip of land being more particularly described as follows:

Beginning at a point on the West line of said Section 17, from which a GLO stone marking the West Quarter corner of said section bears North 0°41'23" West, a distance of 213.98 feet;

Thence along said centerline, South 49°10'12" East a distance of 1203.97 feet;

Thence South 40°47'24" East, a distance of 1561.00 feet;

Thence South 66°01'19" East, a distance of 716.00 feet;

Thence South 67°57'24" East, a distance of 374.84 feet to a point on the South line of said section, from which a GLO stone marking the Southeast corner bears North 89°20'29" East, a distance of 2394.26 feet, said point being the point of termination of the herein described centerline.

Said strip of land contains 8.85 acres of land, more or less.

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LEGAL DESCRIPTION

Description of Parcel "A", being a strip of land of variable width across the Southwest Quarter of Section 17, Township 18 South, Range 15 East, Gila and Salt River Meridian, Pima County, Arizona. Said strip of land being more particularly described as follows:

Beginning at a point on the West line of said Section 17, from which a GLO stone marking the West Quarter corner bears North 0°41'23" West, a distance of 280.76 feet;

Thence South 49°06'15" East, a distance of 785.65 feet to a point on the North right-of-way of Santa Rita Road, said right-of-way being 66 feet in width, centered on the surveyed location of said road as it currently exists;

Thence along said right-of-way, North 59°02'30" West, a distance of 393.88 feet;

Thence along a curve to the right with a radius of 792.00 feet, a central angle of 22°01'04" (the chord of which bears North 48°01'58" West a distance of 302.48 feet), for an arc length of 304.35 feet;

Thence, North 37°30'39" West, a distance of 49.86 feet to a point on the West line of said Section 17;

Thence along said line, North 00°41'23" West, a distance of 69.92 feet to the Point of Beginning.

Said Parcel "A" contains 0.91 acres of land, more or less

Together with:

Description of Parcel "B", being a strip of land of variable width across the Southwest Quarter of Section 17, Township 18 South, Range 15 East, Gila and Salt River Meridian, Pima County, Arizona. Said strip of land being more particularly described as follows:

Commencing at a point on the South line of said Section 17, from which a GLO stone marking the Southeast corner bears North 89°20'29" East, a distance of 2523.82 feet;

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LEGAL DESCRIPTION (continued)

Thence along said line, South 89°20'29" West, a distance of 27.90 feet to a point on the North right-of-way of Santa Rita Road, said right-of-way being 66 feet in width, centered on the surveyed location of said road as it currently exists;

Thence along said right-of-way, North 69°26'44" West, a distance of 309.88 feet;

Thence along a tangent curve to the right with a radius of 3067.00 feet, a central angle of 08°14'44" (the chord of which bears North 65°19'23" West a distance of 440.99 feet) for an arc length of 441.37 feet;

Thence North 61°12'01" West, a distance of 212.98 feet to the Point of Beginning;

Thence continuing North 61°12'01" West, a distance of 230.85 feet;

Thence along a tangent curve to the right with a radius of 642.00 feet, a central angle of 38°54'15" (the chord of which bears North 41°44'53" West a distance of 427.59 feet) for an arc length of 435.92 feet;

Thence along a reverse curve to the left with a radius of 1958.00 feet, a central angle of 11°46'18" (the chord of which bears North 28°10'55" West a distance of 401.57 feet) for an arc length of 402.28 feet

Thence South 40°47'24" East, a distance of 1035.78 feet to the Point of Beginning.

Said Parcel "B" contains 1.60 acres of land, more or less

Together with:

Description of Parcel "C", being a strip of land of variable width across the South Half of Section 17, Township 18 South, Range 15 East, Gila and Salt River Meridian, Pima County, Arizona. Said strip of land being more particularly described as follows:

Beginning at a point on the South line of said Section 17, from which a GLO stone marking the Southeast corner bears North 89°20'29" East, a distance of 2523.82 feet;

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LEGAL DESCRIPTION (continued)

Thence along said line, South 89°20'29" West, a distance of 27.90 feet to a point on the North right-of-way of Santa Rita Road, said right-of-way being 66 feet in width, centered on the surveyed location of said road as it currently exists;

Thence along said right-of-way, North 69°26'44" West, a distance of 309.88 feet;

Thence along a tangent curve to the right with a radius of 3067.00 feet, a central angle of 08°14'44" (the chord of which bears North 65°19'23" West a distance of 440.99 feet) for an arc length of 441.37 feet;

Thence North 61°12'01" West, a distance of 191.62 feet;

Thence departing said right-of-way, South 66°01'19" East, a distance of 710.55 feet;

Thence South 67°57'24" East, a distance of 256.17 feet to the Point of Beginning.

Said Parcel "C" contains 0.39 acres of land, more or less

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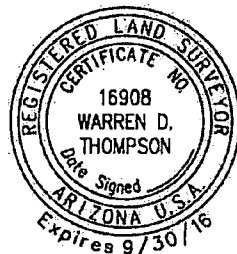
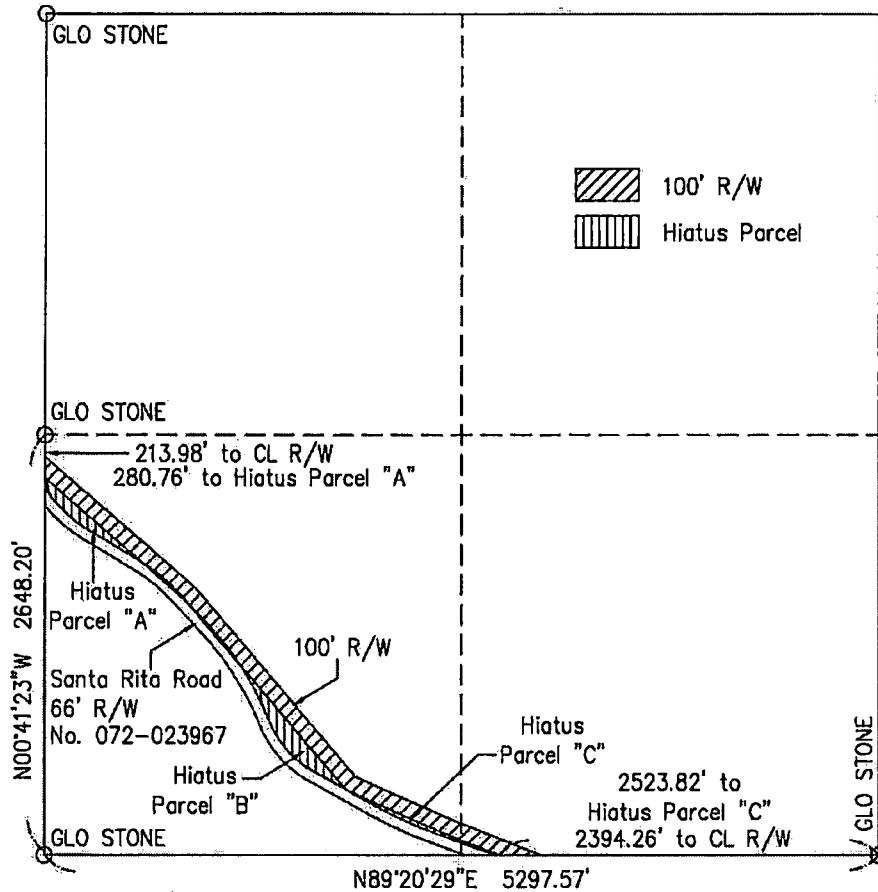
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LEGAL DESCRIPTION

Description of a strip of land being one hundred (100) feet in width across the Northeast Quarter of Section 20, Township 18 South, Range 15 East, Gila and Salt River Meridian, Pima County, Arizona. The centerline of said strip of land being more particularly described as follows:

Beginning at a point on the North line of said Section 20, from which a GLO stone marking the Northeast corner of said section bears North 89°20'29" East, a distance of 2394.26 feet;

Thence along said centerline, South 67°57'24" East, a distance of 308.66 feet;

Thence South 69°26'44" East, a distance of 1867.21 feet;

Thence South 55°13'44" East, a distance of 452.27 feet to a point on the East line of said section, from which a GLO stone marking the East Quarter corner bears South 0°38'29" East, a distance of 1593.32 feet, said point being the point of termination of the herein described centerline.

Said strip of land contains 6.03 acres of land, more or less.

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LEGAL DESCRIPTION

Description of Parcel "A", being a strip of land of variable width across the Northeast Quarter of Section 20, Township 18 South, Range 15 East, Gila and Salt River Meridian, Pima County, Arizona. Said strip of land being more particularly described as follows:

Beginning at a point on the North line of said Section 20, from which a GLO stone marking the Northeast corner bears North 89°20'29" East, a distance of 2523.82 feet;

Thence South 67°57'24" East, a distance of 388.43 feet to a point on the North right-of-way of Santa Rita Road, said right-of-way being 66 feet in width, centered on the surveyed location of said road as it currently exists;

Thence along said right-of-way, North 69°26'44" West, a distance of 414.31 feet to a point on the North line of said Section 20;

Thence along said line, North 89°20'29" East, a distance of 27.90 feet to the Point of Beginning.

Said Parcel "A" contains 0.05 acres of land, more or less.

Together with:

Description of Parcel "B", being a strip of land of variable width across the Northeast Quarter of Section 20, Township 18 South, Range 15 East, Gila and Salt River Meridian, Pima County, Arizona. Said strip of land being more particularly described as follows:

Commencing at a point on the East line of said Section 20, from which a GLO stone marking the Northeast corner bears North 00°38'29" West, a distance of 1112.72 feet, said Point of Commencement being on the North right-of-way of Santa Rita Road, said right-of-way being 66 feet in width, centered on the surveyed location of said road as it currently exists;

Thence North 55°42'43" West, a distance of 296.16;

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LEGAL DESCRIPTION (description)

Thence along a tangent curve to the left with a radius of 1533.00 feet, a central angle of 02°30'39" (the chord of which bears North 56°58'02" West a distance of 67.18 feet) for an arc length of 67.18 feet to the Point of Beginning;

Thence continuing along said curve, through a central angle of 09°05'46" (the chord of which bears North 62°46'15" West a distance of 243.12 feet) for an arc length of 243.37 feet to a point of cusp;

Thence South 69°26'44" East, a distance of 129.93 feet;

Thence South 55°13'44" East, a distance of 115.06 feet to the Point of Beginning.

Said Parcel "B" contains 0.02 acres of land, more or less.

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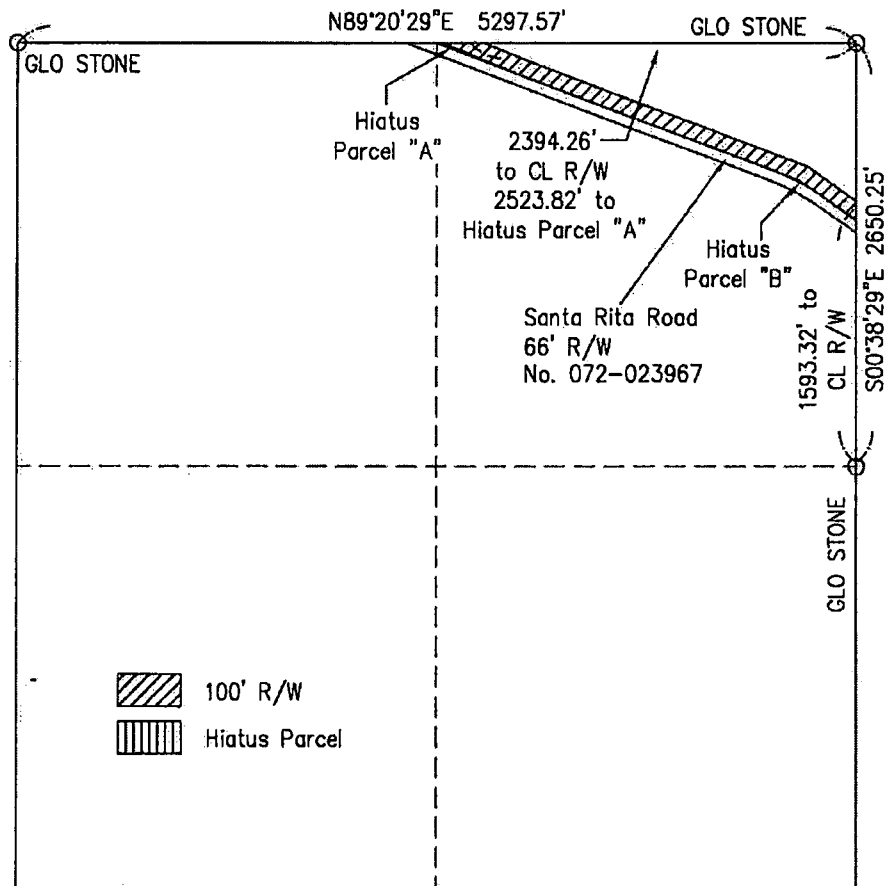
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LEGAL DESCRIPTION

Description of a strip of land being one hundred (100) feet in width across the West Half and the Southeast Quarter of Section 21, Township 18 South, Range 15 East, Gila and Salt River Meridian, Pima County, Arizona. The centerline of said strip of land being more particularly described as follows:

Beginning at a point on the West line of said Section 21, from which a GLO stone marking the West Quarter corner bears South 0°38'29" East, a distance of 1593.32 feet;

Thence along said centerline, South 55°13'44" East, a distance of 2192.73 feet;

Thence South 48°00'04" East, a distance of 2940.50 feet;

Thence North 68°30'27" East, a distance of 769.70 feet;

Thence North 66°55'59" East, a distance of 695.20 feet, to a point on the East line of said section, from which a 2½-inch aluminum cap stamped "RLS 40590" marking the Southeast corner bears South 0°51'01" East, a distance of 1508.62 feet, said point being the point of termination of the herein described centerline.

Said strip of land contains 15.14 acres of land, more or less.

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LEGAL DESCRIPTION

Description of Parcel "A", being a strip of land of variable width across the West Half and the Southeast Quarter of Section 21, Township 18 South, Range 15 East, Gila and Salt River Meridian, Pima County, Arizona. Said strip of land being more particularly described as follows:

Commencing at a point on the West line of said Section 21, from which a GLO stone marking the West Quarter corner bears South 0°38'29" East, a distance of 1537.53 feet said point being on the North right-of-way of Santa Rita Road, said right-of-way being 66 feet in width, centered on the surveyed location of said road as it currently exists;

Thence along said right-of-way, South 55°42'43" East, a distance of 501.02 feet;

Thence South 54°56'28" East, a distance of 1399.79 feet;

Thence along a tangent curve to the right with a radius of 3033.00 feet, a central angle of 01°40'04" (the chord of which bears South 54°06'26" East a distance of 88.28 feet) for an arc length of 88.28 feet to the Point of Beginning;

Thence continuing along said curve through a central angle of 08°49'14" (the chord of which bears South 48°51'47" East a distance of 466.47 feet) for an arc length of 466.93;

Thence South 44°27'09" East, a distance of 161.23 feet;

Thence South 42°13'41" East, a distance of 734.22 feet;

Thence along a tangent curve to the left with a radius of 2067.00 feet, a central angle of 16°34'22" (the chord of which bears South 50°30'52" East a distance of 595.80 feet) for an arc length of 597.88 feet;

Thence South 58°48'04" East, a distance of 217.77 feet;

Thence along a tangent curve to the right with a radius of 633.00 feet, a central angle of 21°20'40" (the chord of which bears South 48°07'43" East a distance of 234.45 feet) for an arc length of 235.81 feet;

Thence South 37°27'23" East, a distance of 230.99 feet;

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LEGAL DESCRIPTION (continued)

Thence along a tangent curve to the left with a radius of 332.00 feet, a central angle of 50°44'24" (the chord of which bears South 62°49'36" East a distance of 284.50 feet) for an arc length of 294.01 feet;

Thence departing said right-of-way, North 48°00'04" West, a distance of 2736.66 feet;

Thence North 55°13'44" West, a distance of 168.21 feet to the Point of Beginning;

Said Parcel "A" contains 3.56 acres of land, more or less.

Together with:

Description of Parcel "B", being a strip of land of variable width across the West Half and the Southeast Quarter of Section 21, Township 18 South, Range 15 East, Gila and Salt River Meridian, Pima County, Arizona. Said strip of land being more particularly described as follows:

Beginning on the East line of said Section 21, from which a 2½-inch aluminum cap stamped "RLS 40590" marking the Southeast corner bears South 0°51'01" East, a distance of 1562.63 feet;

Thence South 66°55'59" West, a distance of 606.79 feet to a point on a non-tangent curve on the South right-of-way of Santa Rita Road, said right-of-way being 66 feet in width, centered on the surveyed location of said road as it currently exists;

Thence following said right-of-way along said curve to the left with a radius of 533.00 feet, a central angle of 04°25'43" (the chord of which bears North 53°47'32" East a distance of 41.19 feet) with a radial line in of North 33°59'37" West and a radial line out of South 38°25'20" East for an arc length of 41.20 feet;

Thence along a reverse curve to the right with a radius of 5907.00 feet, a central angle of 06°12'59" (the chord of which bears North 54°41'10" East a distance of 640.58 feet) for an arc length of 640.90 feet to a point on the East line of said Section;

ADDITIONAL CONDITIONS

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EXHIBIT A - LEGAL DESCRIPTION AND/OR VISUAL DEPICTION OF RIGHT OF WAY

**EXHIBIT A
14-115294
(Transmission Powerline Hiatus)
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Land Department
Township 18S
Range 15E
Section 21
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LEGAL DESCRIPTION (continued)

Thence along said line South 00°51'01" East, a distance of 156.90 feet to the Point of Beginning.

Said Parcel "B" contains 1.10 acres of land, more or less.

ADDITIONAL CONDITIONS

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EXHIBIT A - LEGAL DESCRIPTION AND/OR VISUAL DEPICTION OF RIGHT OF WAY

Exhibit A

14-115294

(Transmission Powerline and Hiatus)

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Arizona State
Land Department

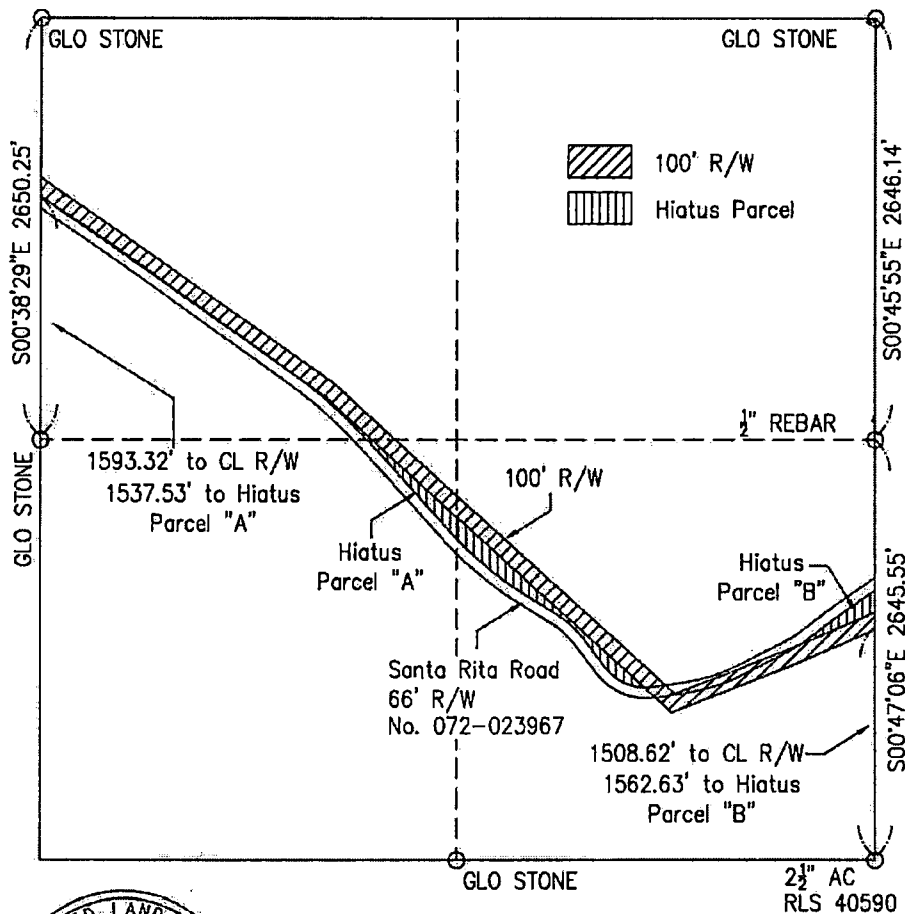
Township 18S

Range 15E

Section 21

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Section Map



Stantec Consulting Services

ADDITIONAL CONDITIONS

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EXHIBIT B

ADDITIONAL SPECIFIC COMPLIANCE REQUIREMENTS

1. THREATENED / ENDANGERED SPECIES

The Arizona Game of Fish Department's Heritage Date Management System has been accessed and current records show that one or more listed, proposed, or candidate species or Critical Habitat (Designated or Proposed) have been documented in the vicinity of this Right of Way.

1.1 Threatened / Endangered Species of Concern:

Common Name	Scientific Name	Status
<i>Pima Pineapple Cactus</i>	<i>Coryphantha scheeri var, robustispina</i>	<i>Listed Endangered</i>

1.2 Grantee shall contact U.S. Fish & Wildlife Service to determine if further coordination is necessary as appropriate under the National Environmental Policy Act (NEPA) and/or Endangered Species Act (ESA).

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EXHIBIT C

INSURANCE RIDER TO STATE LAND DEPARTMENT

This Rider is attached to and made a part of the above-referenced Right of Way as if set forth therein verbatim.

R-1 Indemnity. To the fullest extent permitted by law, Grantee shall defend, indemnify, and hold harmless the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Grantee or any of its owners, officers, directors, agents, employees, contractors or sub-contractors, arising out of or related to Grantee's occupancy and use of the Subject Land. This indemnity includes any claim or amount arising out of, or recovered under, the Workers' Compensation Law or arising out of the failure of such contractor or sub-contractors to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by contractor or sub-contractor from and against any and all claims. It is agreed that Grantee will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

R-2 Insurance Requirements. Grantee shall procure and maintain for the duration of the Right of Way insurance against claims for injury to persons or damage to property which may arise from or in connection with this Right of Way. The insurance requirements herein are minimum requirements for this Right of Way and in no way limit the indemnity covenants contained in this Right of Way. The State of Arizona in no way warrants that the minimum limits contained herein is sufficient to protect the Grantee from liabilities that might arise out of this Right of Way. Grantee is free to purchase such additional insurance as Grantee determines necessary.

A. Minimum Scope and Limits of Insurance. Grantee shall provide coverage with limits of liability not less than those stated below:

1. Commercial General Liability-Occurrence Form. The Policy shall include bodily injury, property damage, personal injury and, products and completed operations.

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General Aggregate:	\$2,000,000.00
Products-Completed Operations Aggregate:	\$1,000,000.00
Personal and Advertising Injury:	\$1,000,000.00
Each Occurrence:	\$1,000,000.00
Damage to Rented Premises:	\$50,000.00

The policy shall be endorsed as required by written agreement to include the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the use and/or occupancy of the property subject to this Right of Way.

The policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents and employees for losses arising from the Grantee.

2. **Business Automobile Liability.** The Policy shall include Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Right of Way.

Combined Single Limit (CSL)

\$1,000,000

The policy shall be endorsed as required by written agreement the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Grantee, involving automobiles owned, Right of Way, hired or borrowed by the Grantee.

a. Policy shall contain a waiver of subrogation endorsement as required by this written agreement in favor of the State of Arizona, and its departments, agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Grantee.

3. **Worker's Compensation and Employers' Liability.**

Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$ 1,000,000
Disease – Each Employee	\$ 1,000,000
Disease – Policy Limit	\$ 1,000,000

a. Policy shall contain a waiver of subrogation endorsement, as required by this written agreement, in favor of the State of Arizona, and its departments,

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agencies, boards, commissions, universities, officers, officials, agents, and employees for losses arising from Grantee activities.

4. **Property Insurance.** Property insurance on the building(s), if any, is only required if the Grantee is the sole occupant of the building(s).

Coverage on Grantee's contents	\$	Replacement Value
Coverage on building (if Grantee is sole occupant)	\$	Replacement Value

a. Property insurance shall be written on an "all risk, replacement cost coverage", including coverage for flood and earth movement.

b. If property coverage on the building is required, "the State of Arizona (and the respective agency or university) shall be named as a loss payee".

c. Policy shall contain a waiver of subrogation endorsement in favor of the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from the Right of Way.

B. **Additional Insurance Requirements.** The policies shall include, or be endorsed as required by written agreement to include, the following provisions:

1. The Grantee's policies shall stipulate that the insurance afforded the Grantee shall be primary insurance and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by Arizona Revised Statutes Section 41-621 (E).

2. Insurance provided by the Grantee shall not limit the liability assumed under the indemnification provisions of this Right of Way.

C. **Notice of Cancellation.** For each insurance policy required by the insurance provisions of this Contract, the Contractor must provide to the State, within 2 business days of receipt, a notice if a policy is suspended, voided or cancelled for any reason. Such notice shall be mailed, emailed, hand delivered or sent by facsimile transmission to (State's Representative Name and Address & Fax Number).

D. **Acceptability of Insurers.** Grantee's insurance shall be with companies licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A-VII. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Grantee from potential insurer insolvency.

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E. Verification of Coverage. Grantee shall furnish the State of Arizona with certificates of insurance valid (ACORD form or equivalent approved by the State of Arizona) as required by this Right of Way. The certificates for each insurance policy are to be signed by an authorized representative.

All certificates and endorsements, as required by this written agreement are to be received and approved by the State of Arizona before the Right of Way Term commences. Each insurance policy required by this Right of Way must be in effect at or prior to the commencement of the Right of Way. Failure to maintain the insurance policies as required by this Right of Way or to provide timely evidence of renewal will be considered a material breach of the Right of Way.

All certificates required by this Right of Way shall be sent directly to The Arizona State Land Department, 1616 W. Adams, Phoenix, Arizona 85007. Right of Way number and location description are to be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies and endorsements required by this Right of Way at any time.

F. Approval and Modifications. The contracting agency in consultation with the Department of Administration, Risk Management Division reserves the right to review, or make modifications to the insurance limits, required coverages or endorsements throughout the life of this contract as deemed necessary. In such event, the contracting agency shall provide the contractor with written notice of such and contractor shall comply within thirty (30) days of receipt thereof. Such action will not require a formal Contract amendment, but may be made by administrative action.

G. Exceptions. In the event the Grantee or sub-Grantee(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide Certificate of Self Insurance. If the Grantee or sub-Grantee(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.

H. Contractors/Subcontractors. Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall be responsible for ensuring and/or verifying that all Subcontractors have collectable insurance as evidenced by the certificates of insurance and endorsements for each Subcontractor. All coverages for Subcontractors shall be subject to the minimum insurance requirements identified above. The Department reserves the right to require, at any time, proof from the Contractor that its subcontractors have the required coverage.

DMEIDING/12809972.2/015556.0063

APPENDIX A

STATE OF ARIZONA LAND DEPARTMENT
 1616 W. ADAMS
 PHOENIX, AZ 85007

RUN DATE: 15 November 2017
 RUN TIME: 14:15 PM
 PAGE: 1

KE-LEASE# 014-115294-00-000 APPTYPE: NEW
 AMENDMENT#: 0

LAND#	LEGAL DESCRIPTION	AUS	ACREAGE
17.0-S-14.0-E-32-10-030-9006	M&B THRU N2NE 100 FT ROW	0.00	4.190
17.0-S-14.0-E-33-10-021-9001	M&B THRU N2N2N2 100 FT ROW	0.00	12.160
17.0-S-14.0-E-34-10-021-9001	M&B THRU N2 100 FT ROW	0.00	13.740
17.0-S-14.0-E-35-10-012-9001	M&B THRU SWSWNW SW SWSE 100 FT ROW	0.00	10.140
18.0-S-14.0-E-01-10-021-9003	M&B THRU S2NW SW SWSE 100 FT ROW	0.00	11.160
18.0-S-14.0-E-02-10-043-9003	M&B THRU LOTS 1 2 SENE 100 FT ROW	0.00	5.360
18.0-S-14.0-E-12-10-043-9001	M&B THRU NE 100 FT ROW	0.00	7.350
18.0-S-15.0-E-07-10-021-9002	M&B THRU LOT 4 SESW 100 FT ROW	0.00	5.390
18.0-S-15.0-E-17-10-043-9001	M&B THRU SW SWSWSE 100 FT ROW	0.00	8.850
18.0-S-15.0-E-18-10-021-9002	M&B THRU NE NENW NESE 100 FT ROW	0.00	10.440
18.0-S-15.0-E-20-10-049-9001	M&B THRU N2NE 100 FT ROW	0.00	6.030
18.0-S-15.0-E-21-10-021-9003	M&B THRU NW S2 100 FT ROW	0.00	15.140
	TOTALS	0.00	109.950

IN WITNESS HEREOF, the parties hereto have signed this Right of Way effective the day and year set forth previously herein.

STATE OF ARIZONA, GRANTOR
Arizona State Land Commissioner

By: _____
Date

(SEAL)

ROSEMONT COPPER COMPANY
GRANTEE

Matt Singha 11-21-17
Authorized Signature Date

Director and Secretary
Title

5255 E. Williams Circle, Ste. 1065
Address

TUCSON AZ 85711
City State Zip

GRANTEE'S CERTIFICATE OF CONSTRUCTION

RIGHT OF WAY NUMBER: _____

NAME OF GRANTEE: _____

DATE ISSUED: _____

PERMITTED USE: _____

LAND DEPARTMENT ADMINISTRATOR: _____

DATE CONSTRUCTION STARTED: _____

DATE CONSTRUCTION COMPLETED: _____

I hereby certify that the facilities authorized by the State Land Commissioner, were actually constructed and tested in accordance with the terms of the grant, in compliance with any required plans and specifications, and applicable Federal and State laws and regulations.

Grantee's Signature

Date

Title

**Return To: Arizona State Land Department
R/W Section
1616 W. Adams Street
Phoenix, AZ 85007**