



**BOARD OF SUPERVISORS AGENDA ITEM REPORT**

Requested Board Meeting Date: October 18, 2016

**Title:** Grant of Easement to Southwest Gas Corporation ("SWG") File E-0037

**Introduction/Background:**

SWG has requested an easement across Pima County owned property located along Valencia Road West of Cardinal Avenue, lying within Section 17, Township 15, Range 13 G&SRM, Pima County, Arizona.

**Discussion:**

SWG has determined they need to relocate its existing 2" natural gas pipeline due to improvements of a Pima County owned drainageway recorded in 1981 in Docket 6446, page 624.

**Conclusion:**

This request has been reviewed by appropriate County staff and they agree to granting the easement.

**Recommendation:**

Staff recommends that the Pima County Board of Supervisors approve and the Chair execute the Easement by unanimous consent to avoid auctioning the easement.

**Fiscal Impact:**

Pima County will receive \$2,160, of which \$210 is the appraised value of the easement, and \$1,950 is reimbursement for the appraisal fee.

**Board of Supervisor District:**

- 1                       2                       3                       4                       5                       All

Department: Public Works Real Property Services Telephone: 724-6379

Department Director Signature/Date: [Signature] 10-6-16

Deputy County Administrator Signature/Date: [Signature] 10/10/16

County Administrator Signature/Date: [Signature] 10/10/16

Recording Requested By/Return To:  
Southwest Gas Corporation  
Attn: Whitney Budinoff; 360-580  
P.O. Box 26500  
Tucson, AZ 85726-6500

APN 138-26-317F



**SOUTHWEST GAS CORPORATION**  
**GRANT OF EASEMENT**

*This form is used to acquire land rights for installation of pipeline(s) and appurtenances.*

Prepared By WDB2 Reviewed By TJR1  
Sec. 17 T 15S R 13E Meridian G&SR  
County Pima State Arizona  
W.R. No. \_\_\_\_\_ W.O. No. \_\_\_\_\_

I (We) PIMA COUNTY, a political subdivision of the State of Arizona, who acquired title as a PIMA COUNTY, ARIZONA, a body politic

For and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, hereinafter referred to as Grantor(s), does hereby grant, convey, quitclaim and release unto **SOUTHWEST GAS CORPORATION**, a California Corporation, its successors and assigns hereinafter referred to as Grantee, a perpetual easement for the installation and maintenance of a natural gas pipeline or pipelines and appurtenances, across, over, under and through the following described property, to wit:

SEE ATTACHED EXHIBIT(s) "A" "B" and Addendum

together with the right of ingress and egress to and from the said easement and the right to use existing roads for the purpose of constructing, inspecting, repairing, and maintaining said pipeline or pipelines and appurtenances and the removal or replacement of same, in whole or in part, at will.

Grantor agrees that no buildings, structures, fences or trees shall be placed upon, over or under said parcel of land, except for street, road or driveway purposes, which Grantor agrees shall not interfere with Grantee's exercise of the rights herein granted. Grantee agrees to work with due care in the exercise of its rights on the property and to restore it to reasonably the same condition which existed before the work was performed.

Except as provided above, Grantee agrees to pay all direct damages which are caused by the Grantee's exercise of the rights herein granted.

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

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

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

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

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

\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_

PIMA COUNTY

Grantor \_\_\_\_\_

Signature

Grantor \_\_\_\_\_

Print Name,

Title

**ACKNOWLEDGMENT**

STATE OF \_\_\_\_\_ )

COUNTY OF \_\_\_\_\_ )

On \_\_\_\_\_, before me, \_\_\_\_\_  
(here insert name of the officer)

a notary public, personally appeared \_\_\_\_\_

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

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

**WITNESS** my hand and official seal.

Signature \_\_\_\_\_ (Seal)

## **Addendum to Easement**

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**Cultural Resources Compliance.** Consistent with Pima County Board of Supervisors Policy No. C 3.17, Grantee, its employees, contractors and agents shall comply with all applicable federal, state and local cultural resources and historic preservation statutes, regulations, ordinances, policies and guidelines prior to and during any ground disturbance within the Easement area. Grantee shall coordinate with the Pima County Office of Cultural Resources and Historic Preservation when planning and designing construction and when implementing cultural resource compliance activities. Grantee is solely responsible for all costs related to cultural resource compliance activities arising from Grantee's activities within the Easement area.

**Indemnity.** Grantee shall indemnify, defend and hold Grantor harmless from any and all present or future claims, demands and causes of action in law or equity caused by the negligent or intentionally wrongful acts of Grantee's agents, employees or contractors in connection with Grantee's use of the Easement area.

**County Ordinances Compliance.** Grantee shall be subject to all County ordinances now in force or hereafter adopted. Grantee shall use and operate its Facilities within the Easement Area in accordance with all regulations applicable to the use of public rights-of-way. Grantee agrees that it will not assert any claim against the County that the provisions of this easement or any applicable County ordinance or regulation in force at the time of execution of this easement are unreasonable, arbitrary or void.

**Relocation of Facilities.** If subsequent to construction, Grantor, pursuant to Grantor's public use of the Easement Area, would require relocation of the facilities, Grantor may require Grantee to relocate all or any portion of the Facilities on Grantor's Property as is necessary to accommodate Grantor's actual or proposed public use of the Easement Area that is incompatible or inconsistent with this Easement. In such event Grantor shall give written notice to Grantee of such public use, and Grantee will relocate all or any portion of the Facilities as specified in the notice as expeditiously as possible, but no later than 120 days after receipt of the notice. Grantor shall make all reasonable effort to allow an easement on Grantor's property at no cost to Grantee. Facility relocation costs shall be at Grantee's sole expense and to the satisfaction of Grantor; provided that there shall be no additional cost to Grantee for the value of the new easement area. Grantee waives any claim to compensation or reimbursement from Grantor for any relocation costs. If Grantee fails to relocate the Facilities as provided herein, Grantee shall be responsible for delay costs as provided in Pima County Ordinance 10.50.060.

**Restriction.** By accepting the Easement Area, the Grantee, for itself, himself, herself, his/her heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the construction, maintenance, or operation of any facilities or structures whatsoever on the Property, the grantee will not discriminate against any person on the grounds of that person's age, race, creed, color, religion, sex, disability or national origin.

EXHIBIT "A"

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THAT PORTION OF THE NORTHEAST QUARTER (NE 1/4) OF THE NORTHEAST QUARTER (NE 1/4) OF SECTION 17, TOWNSHIP 15 SOUTH, RANGE 13 EAST, GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA, DESCRIBED AS FOLLOWS:

THE NORTHERLY 25.00 FEET OF A PARCEL OF LAND AS DESCRIBED IN DEED RECORDED IN OFFICIAL RECORDS OF PIMA COUNTY, ARIZONA, IN DOCKET 6446, PAGE 624, ON JANUARY 14, 1981.

CONTAINING 1750 SQUARE FEET, MORE OR LESS.

EXHIBIT "B"  
SOUTHWEST GAS CORPORATION  
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