
When recorded, return to:

Pima County Real Property Services
201 N. Stone Avenue, 6th Floor
Tucson, AZ 85701-1215

NATURAL GAS PIPELINE EASEMENT

1. **Grant of Easement.** PIMA COUNTY REGIONAL FLOOD CONTROL DISTRICT, a political taxing subdivision of the State of Arizona ("Grantor"), for and in consideration of the sum of Ten Dollars (\$10.00) and other good and valuable consideration paid by SIERRITA GAS PIPELINE LLC, a Delaware limited liability company ("**Grantee**"), the receipt and sufficiency of which is hereby acknowledged, does hereby grant, sell, and convey unto Grantee, its successors and assigns, a permanent fifty-foot (50') wide natural gas pipeline easement (the "**Easement**") over and across the real property described on the attached **Exhibit "A"** and depicted on the attached **Exhibit "A-1"** (the "**Property**").

2. **Background and Purpose.**

- 2.1. Grantor and Grantee have entered into an agreement titled "Sierrita Gas Pipeline LLC Mitigation Agreement and Agreement for Easements" (the "**Mitigation Agreement**").
- 2.2. Pursuant to the terms of the Mitigation Agreement, Grantor has agreed to convey the Easement to Grantee according to the terms and conditions of this Easement.

3. **Permitted Uses.** The following uses are permitted on the Property by Grantee (the "**Permitted Uses**"):

- 3.1. to locate and survey a route, construct, entrench, maintain, operate, protect, and replace a natural gas pipeline with cathodic equipment thereto, and in connection therewith (being hereinafter collectively called the "**Facilities**") and for the transportation of natural gas over, under, and through the Property; and
- 3.2. the right of ingress and egress to and from, and access on and over the Easement, with the right to use existing roads designated by Grantor, for the purposes of constructing, inspecting, repairing, protecting, maintaining, and replacing the

Facilities. The pipeline may be replaced or removed by Grantee, its successors or assigns at will, either in whole or in part, and with either like or different size pipe.

4. Obligations of Grantee.

- 4.1. No ground disturbance may occur until all required certificates and final approvals have been provided by the Federal Energy Regulatory Commission to Grantee for activities on the Property;
- 4.2. Grantee shall restore all disturbed areas in accordance with the terms of the Mitigation Agreement, including but not limited to the Long-Term Monitoring Plan attached as Exhibit C to the Mitigation Agreement.
- 4.3. Grantee shall maintain the Easement area in compliance with the Federal Energy Regulatory Commission Final Environmental Impact Statement.
- 4.4. Grantee shall pay to Grantor damages to Grantor's growing crops, timber, and personal property caused by the construction, maintenance, protection, repair, replacement, or removal of the Facilities. Existing roads impacted by pipeline construction will be restored to as good or better condition when construction is complete;
- 4.5. All equipment, excess materials and trash shall be removed from the Property within seven (7) days of project completion;
- 4.6. Grantee shall obtain all necessary permits required for construction activities that alter an existing drainage channel from the applicable Federal, State, and local regulatory agencies.
- 4.7. Grantee shall keep all gates closed and insure its contractors do the same.
- 4.8. Grantee shall use existing roads for temporary construction access unless approved otherwise in writing by Grantor. When using existing roads, on a temporary basis, Grantee may make them passable by Grantee but shall otherwise not expand them.

4. Regulation of Property. County shall have the right to establish and enforce regulations concerning use of the Property consistent with the terms of this Easement.

5. Use of Property by Grantor. Grantor may use the Property for any purpose consistent with the Permitted Use, except that:

- 5.1. Grantor shall not hinder, conflict, or interfere with Grantee's surface or subsurface rights thereunder or disturb its Facilities;
- 5.2. No road, reservoir, excavation, obstruction, or structure shall be constructed, created, or maintained on, over, under, or within the Easement; and

- 5.3. Grantor agrees not to increase or decrease the elevation of the earth within the Easement Right of Way without Grantee's prior written consent.
6. **Non-exclusive.** Nothing in this Easement shall be construed to limit the rights of the Grantor to issue compatible additional easements over and across this easement.
7. **Runs With the Land.** The Easement is a covenant that runs with the land. All grants, covenants and conditions of these easements shall inure to the benefit of and be binding upon the successors in interest to Grantor and Grantee.
8. **Abandonment by Grantee.** Upon the permanent abandonment of the Easement, Grantee shall, upon Grantor's written request, execute and record the reconveyance and release hereof, whereupon this Easement and all rights and privileges herein mutually granted shall be fully canceled and terminated.
9. **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.
10. **Indemnity.** Grantee shall indemnify, defend and hold 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.

WITNESS THE EXECUTION HEREOF this ____ day of _____, 2014.

ATTEST:

GRANTOR: Pima County Flood Control District,
a political taxing subdivision of the State of Arizona

Robin Brigode, Clerk of the Board of
Directors

By: _____
Sharon Bronson, Chair, Board of Directors

APPROVED AS TO FORM:



Tobin Rosen
Deputy County Attorney

STATE OF ARIZONA)
) ss
COUNTY OF PIMA)

The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by
the Chair of the Board of Directors of the Pima County Flood Control District, a political taxing
subdivision of the State of Arizona.

(Seal)

Notary Public

GRANTEE: Sierrita Gas Pipeline, L.L.C.,
a Delaware limited liability company

BY: _____

As: _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2014, by
_____ as _____ of Sierrita Gas Pipeline LLC, a
Delaware limited liability company.

(Seal)

Notary Public

Board of Supervisors Approval:			
Agent:	File #:	Activity #:	P [] De [] Do [] E []

Exhibit "A"

SIERRITA PIPELINE PROJECT, EPNG LINE 2177

EPNG/KM AFE 59919

DESCRIPTION OF PERMANENT EASEMENT 1:

THE CENTERLINE OF A 50.00 FOOT WIDE STRIP OF LAND BEING A PORTION OF MILLSTONE INDUSTRIAL DISTRICT NO. 1, RECORDED IN BOOK 13 PAGE 51, AND ALSO BEING A PORTION OF THE PIMA COUNTY FLOOD CONTROL DISTRICT, LOCATED IN SECTION 1, TOWNSHIP 15 SOUTH, RANGE 11 EAST, GILA & SALT RIVER B. & M., COUNTY OF PIMA, STATE OF ARIZONA, SAID 50.00 FOOT WIDE STRIP OF LAND BEING 25.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT ON THE EAST LINE OF PARCEL 71A, AS SHOWN ON THE ASSESSORS RECORD MAP, FROM WHICH THE NORTH ONE-QUARTER CORNER OF SAID SECTION 1 BEARS NORTH 68°24'47" WEST, A DISTANCE OF 463.06 FEET;

THENCE SOUTH 89°02'58" WEST, A DISTANCE OF 242.59 FEET, MORE OR LESS, TO A POINT ON THE WEST LINE OF SAID PARCEL 71A, AS SHOWN ON THE ASSESSORS RECORD MAP, SAID POINT BEING THE **POINT OF TERMINUS**, FROM WHICH THE NORTH ONE-QUARTER CORNER OF SAID SECTION 1 BEARS NORTH 47°09'14" WEST, A DISTANCE OF 256.44 FEET.

THE TOTAL LENGTH OF THE ABOVE DESCRIBED CENTERLINE IS 242.59 FEET (14.70 RODS). CONTAINING 0.278 ACRES (12,129 SQUARE FEET) OF LAND, MORE OR LESS.

THE SIDE LINES OF THIS EASEMENT ARE LENGTHENED OR SHORTENED TO MEET AT ANGLE POINTS AND TERMINATE AT SAID EAST AND WEST LINES OF PARCEL 71A. SAID PERMANENT EASEMENT DESCRIBED ABOVE BEING BOUNDED WITHIN THE LANDS OF SAID PARCEL NAMED HEREON.

[CONTINUED ON SHEET 2 OF 3]

NOTES:

1. THIS EXHIBIT WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, THEREFORE CH2M HILL HAS NOT RESEARCHED OR SHOWN ANY OTHER EASEMENTS, RIGHTS-OF-WAY, VARIANCES AND OR AGREEMENTS OF RECORD EXCEPT AS SHOWN HEREON.
2. ALL DISTANCES SHOWN HEREON ARE INTERNATIONAL FOOT (GRID).
3. SEE EXHIBIT B BY WHICH THIS REFERENCE IS MADE PART HEREOF.

SECTION	PE	
	ACRES	LENGTH
1	0.653	568.81
2	3.004	2617.49
TOTAL	3.657	3,186.30

REVISIONS

NO.	DATE	BY	DESCRIPTION

SIERRITA GAS PIPELINE LLC

EXHIBIT A
PIMA COUNTY
FLOOD CONTROL DISTRICT
SECTIONS 1 & 2, TOWNSHIP 15 SOUTH,
RANGE 11 EAST, GILA AND SALT RIVER B. & M.

DRAWN BY: SDL

DATE: 01/29/13

SHEET: 1 OF 3

PIMA COUNTY, AZ



CH2MHILL

1501 W. FOUNTAINHEAD
PKWY, SUITE 401,
TEMPE, AZ, 85282
480-377-6239

DRAWING NUMBER
PIMA COUNTY_FCD

REV.
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[CONTINUED FROM SHEET 1 OF 2]

DESCRIPTION OF PERMANENT EASEMENT 2:

THE CENTERLINE OF A 50.00 FOOT WIDE STRIP OF LAND BEING A PORTION OF MILLSTONE INDUSTRIAL DISTRICT NO. 1, RECORDED IN BOOK 13 PAGE 51, AND ALSO BEING A PORTION OF THE PIMA COUNTY FLOOD CONTROL DISTRICT, LOCATED IN SECTION 1, TOWNSHIP 15 SOUTH, RANGE 11 EAST, GILA & SALT RIVER B. & M., COUNTY OF PIMA, STATE OF ARIZONA, SAID 50.00 FOOT WIDE STRIP OF LAND BEING 25.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT ON THE EAST LINE OF PARCEL 58A, AS SHOWN ON THE ASSESSORS RECORD MAP, FROM WHICH THE NORTH ONE-QUARTER CORNER OF SAID SECTION 1 BEARS NORTH 78°40'46" EAST, A DISTANCE OF 986.01 FEET;

THENCE SOUTH 89°02'58" WEST, A DISTANCE OF 326.22 FEET, MORE OR LESS, TO A POINT ON THE WEST LINE OF SAID PARCEL 58A, SAID POINT BEING THE **POINT OF TERMINUS**, FROM WHICH THE NORTH ONE-QUARTER CORNER OF SAID SECTION 1 BEARS NORTH 81°15'08" EAST, A DISTANCE OF 1308.23 FEET.

THE TOTAL LENGTH OF THE ABOVE DESCRIBED CENTERLINE IS 326.22 FEET (19.77 RODS). CONTAINING 0.374 ACRES (16,311 SQUARE FEET) OF LAND, MORE OR LESS.

THE SIDE LINES OF THIS EASEMENT ARE LENGTHENED OR SHORTENED TO MEET AT ANGLE POINTS AND TERMINATE AT SAID EAST AND WEST LINES OF PARCEL 58A. SAID PERMANENT EASEMENT DESCRIBED ABOVE BEING BOUNDED WITHIN THE LANDS OF SAID PARCEL NAMED HEREON.

DESCRIPTION OF PERMANENT EASEMENT 3:

THE CENTERLINE OF A 50.00 FOOT WIDE STRIP OF LAND BEING A PORTION OF THE PIMA COUNTY FLOOD CONTROL DISTRICT, LOCATED IN SECTION 2, TOWNSHIP 15 SOUTH, RANGE 11 EAST, GILA & SALT RIVER B. & M., COUNTY OF PIMA, STATE OF ARIZONA, SAID 50.00 FOOT WIDE STRIP OF LAND BEING 25.00 FEET ON EACH SIDE OF THE FOLLOWING DESCRIBED CENTERLINE:

BEGINNING AT A POINT ON THE EAST LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 2, FROM WHICH THE NORTHEAST CORNER OF SAID SECTION 2 BEARS NORTH 00°40'20" WEST, A DISTANCE OF 176.85 FEET;

THENCE OVER AND ACROSS SAID PARCEL SOUTH 89°52'08" WEST, A DISTANCE OF 2617.49 FEET, MORE OR LESS, TO A POINT ON THE WEST LINE OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 2, SAID POINT BEING THE **POINT OF TERMINUS**, FROM WHICH THE NORTH ONE-QUARTER CORNER OF SAID SECTION 2 BEARS NORTH 00°28'47" WEST, A DISTANCE OF 183.39 FEET.

[CONTINUED ON SHEET 3 OF 3]

SIERRITA GAS PIPELINE LLC

**EXHIBIT A
PIMA COUNTY
FLOOD CONTROL DISTRICT
SECTIONS 1 & 2, TOWNSHIP 15 SOUTH
RANGE 11 EAST, GILA AND SALT RIVER B. & M.**

DRAWN BY: SDL

DATE: 01/29/13

SHEET: 2 OF 3

PIMA COUNTY, AZ



CH2MHILL

1501 W. FOUNTAINHEAD
PKWY, SUITE 401,
TEMPE, AZ 85282
480-377-6239

**DRAWING NUMBER
PIMA COUNTY_FCD**

REV.

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Exhibit "A"

(Continued)

[CONTINUED FROM SHEET 1 OF 2]

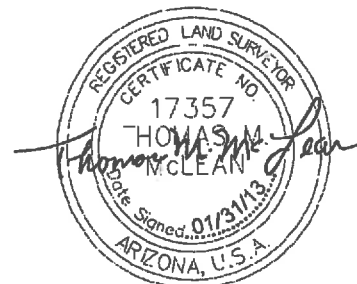
THE TOTAL LENGTH OF THE ABOVE DESCRIBED CENTERLINE IS 2617.49 FEET (158.64 RODS). CONTAINING 3.004 ACRES (130,874 SQUARE FEET) OF LAND, MORE OR LESS.

THE SIDE LINES OF THIS EASEMENT ARE LENGTHENED OR SHORTENED TO MEET AT ANGLE POINTS AND TERMINATE AT SAID EAST AND WEST LINES OF THE NORTHEAST ONE-QUARTER OF SAID SECTION 2. SAID PERMANENT EASEMENT DESCRIBED ABOVE BEING BOUNDED WITHIN THE LANDS OF SAID PARCEL NAMED HEREON.

THE BASIS OF BEARING IS THE WEST LINE OF THE NORTHWEST ONE-QUARTER OF SECTION 1, TOWNSHIP 15 SOUTH, RANGE 11 EAST, OF THE GILA & SALT RIVER B. & M., BASED ON GPS OBSERVATIONS AND PROJECTED TO UTM-12 NORTH, NAD83 (GRID) WHICH BEARS NORTH 00°40'20" WEST AND IS MONUMENTED BY A 1 1/2" ALUMINUM CAP AT THE WEST ONE-QUARTER CORNER AND A 3/8" REBAR AT THE NORTHWEST CORNER OF SAID SECTION 1, AS SHOWN HEREON.

I, THOMAS M. McLEAN, A LAND SURVEYOR, REGISTERED IN THE STATE OF ARIZONA, HEREBY CERTIFY THAT THIS SURVEY WAS DONE BY ME OR UNDER MY DIRECT SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY ABILITY, FURTHERMORE, THIS SURVEY MEETS THE ARIZONA BOUNDARY SURVEY STANDARDS.

THOMAS M. McLEAN, PLS
ARIZONA REGISTRATION
NUMBER 17357



EXPIRES 09-30-15

SIERRITA GAS PIPELINE LLC

EXHIBIT A
PIMA COUNTY
FLOOD CONTROL DISTRICT
SECTIONS 1 & 2, TOWNSHIP 15 SOUTH
RANGE 11 EAST, GILA AND SALT RIVER B. & M.

DRAWN BY: SDL

DATE: 01/29/13

SHEET: 3 OF 3

PIMA COUNTY, AZ



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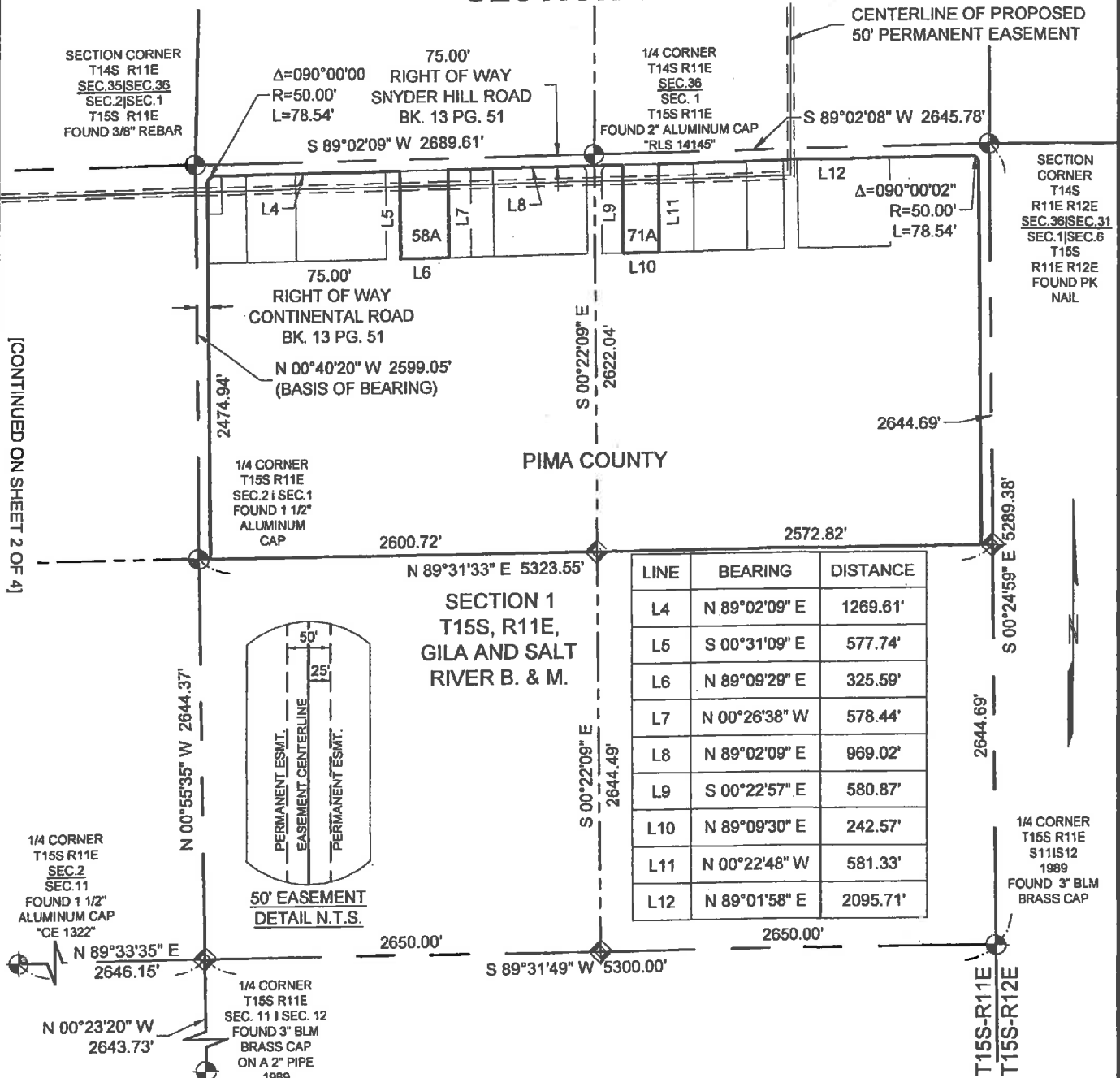
REV.
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EXHIBIT "A-1"

SIERRITA PIPELINE PROJECT, EPNG LINE 2177

EPNG/KM AFE 59919

SECTION 1



LEGEND

- ◆ COMPUTED LOCATION FROM FOUND MONUMENTATION
- SECTION CORNER
- P.O.B. POINT OF BEGINNING
- P.O.T. POINT OF TERMINUS



SCALE: 1" = 1000'

SEE EXHIBIT A BY WHICH THIS REFERENCE IS MADE PART HEREOF.

SIERRITA GAS PIPELINE LLC

EXHIBIT B PIMA COUNTY FLOOD CONTROL DISTRICT SECTIONS 1 & 2, TOWNSHIP 15 SOUTH, RANGE 11 EAST, GILA AND SALT RIVER B. & M.

DRAWN BY: SDL

DATE: 01/29/13

SHEET: 1 OF 4

PIMA COUNTY, AZ



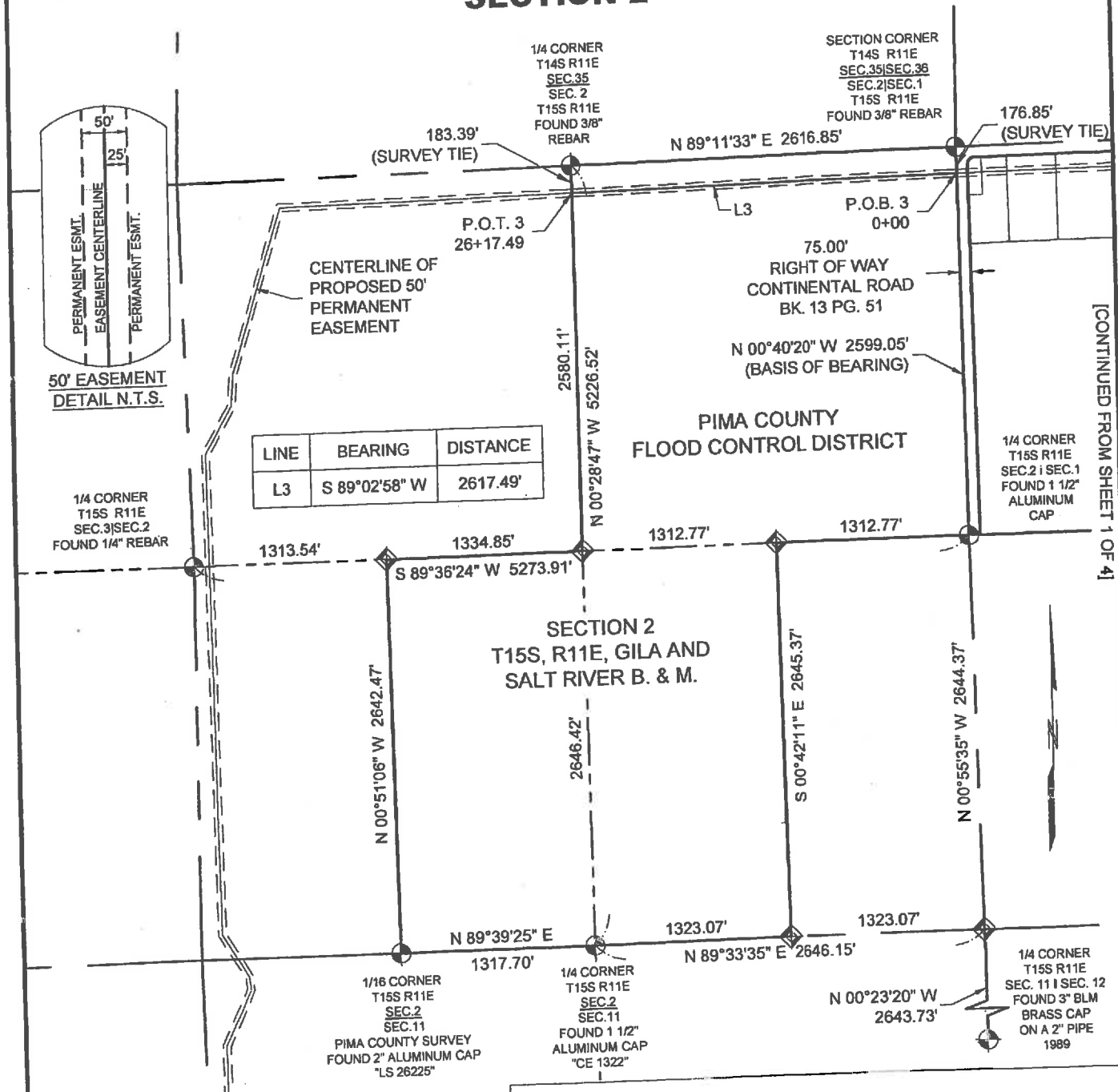
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1501 W. FOUNTAINHEAD
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480-377-6239

DRAWING NUMBER
PIMA COUNTY_FCD

REV.
-

SECTION 2



LEGEND

- ◆ COMPUTED LOCATION FROM FOUND MONUMENTATION
- ⊙ SECTION CORNER
- P.O.B. POINT OF BEGINNING
- P.O.T. POINT OF TERMINUS



SCALE: 1" = 1000'

SEE EXHIBIT A BY WHICH THIS REFERENCE IS MADE PART HEREOF.

SIERRITA GAS PIPELINE LLC

EXHIBIT B
PIMA COUNTY
FLOOD CONTROL DISTRICT
SECTIONS 1 & 2, TOWNSHIP 15 SOUTH,
RANGE 11 EAST, GILA AND SALT RIVER B. & M.

DRAWN BY: SDL

DATE: 01/29/13

SHEET: 2 OF 4

PIMA COUNTY, AZ



CH2MHILL

1501 W. FOUNTAINHEAD
PKWY, SUITE 401,
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480-377-6239

DRAWING NUMBER

PIMA COUNTY_FCD

REV.

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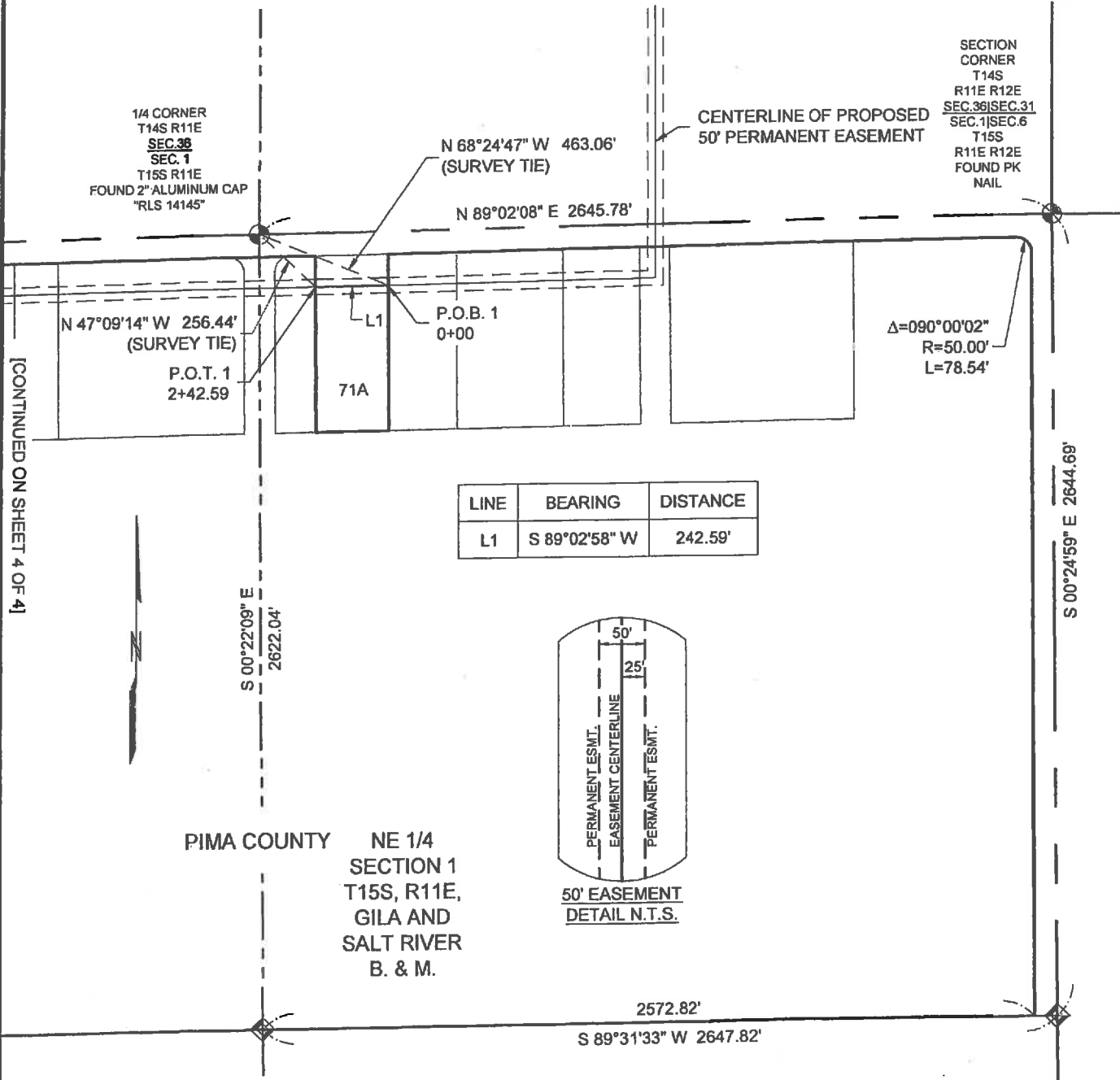
[CONTINUED FROM SHEET 1 OF 4]

EXHIBIT "A-1"

SIERRITA PIPELINE PROJECT, EPNG LINE 2177

EPNG/KM AFE 59919

SECTION 1



LEGEND

- COMPUTED LOCATION FROM FOUND MONUMENTATION
- SECTION CORNER
- P.O.B. POINT OF BEGINNING
- P.O.T. POINT OF TERMINUS



SCALE: 1" = 500'

SEE EXHIBIT A BY WHICH THIS REFERENCE
IS MADE PART HEREOF.

SIERRITA GAS PIPELINE LLC

EXHIBIT B
PIMA COUNTY
FLOOD CONTROL DISTRICT
SECTIONS 1 & 2, TOWNSHIP 15 SOUTH,
RANGE 11 EAST, GILA AND SALT RIVER B. & M.

DRAWN BY: SDL

DATE: 01/29/13

SHEET: 3 OF 4

PIMA COUNTY, AZ



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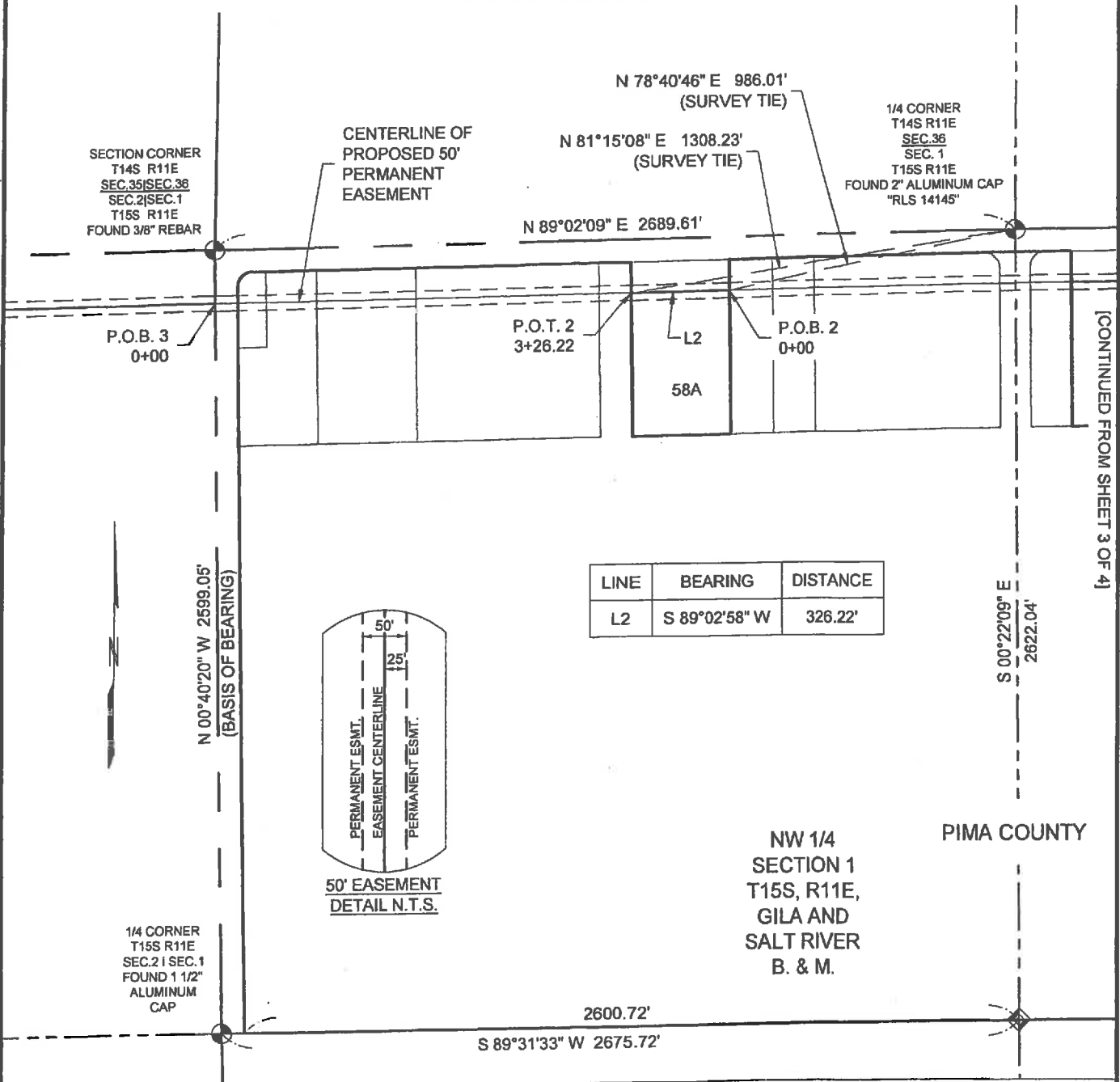
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EXHIBIT "A-1"

SIERRITA PIPELINE PROJECT, EPNG LINE 2177

EPNG/KM AFE 59919

SECTION 1



LEGEND

- COMPUTED LOCATION FROM FOUND MONUMENTATION
- SECTION CORNER
- P.O.B. POINT OF BEGINNING
- P.O.T. POINT OF TERMINUS



SCALE: 1" = 500'

SEE EXHIBIT A BY WHICH THIS REFERENCE IS MADE PART HEREOF.

SIERRITA GAS PIPELINE LLC

EXHIBIT B
PIMA COUNTY
FLOOD CONTROL DISTRICT
SECTIONS 1 & 2, TOWNSHIP 15 SOUTH,
RANGE 11 EAST, GILA AND SALT RIVER B. & M.

DRAWN BY: SDL

DATE: 01/29/13

SHEET: 4 OF 4

PIMA COUNTY, AZ



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