



BOARD OF SUPERVISORS AGENDA ITEM REPORT

Requested Board Meeting Date: January 11, 2017

Title: Grant of Easement to Southwest Gas Corporation ("SWG") File E-0045

Introduction/Background:

SWG has requested an easement across Pima County owned property located at 6720 N. La Cholla Blvd., lying within Section 4, Township 13, Range 13 G&SRM, Pima County, Arizona.

Discussion:

SWG is proposing to reinforce its existing distribution system serving Oracle Heights Estates, a residential subdivision located south of Ina Road and east of La Cholla Blvd., and requires a 10' easement to connect with the existing main line in La Cholla Blvd.

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 received \$2,010 which includes \$160 in revenue and \$1,850 in 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] 12-5-16

Deputy County Administrator Signature/Date:

[Signature] 12/14/16

County Administrator Signature/Date:

[Signature] 12/16/16

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

APN 102-09-364A
6720 N La Cholla Blvd; Altas 0636



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.	4	T	13S R 13E
County	Pima	Meridian	G&SR
State	Arizona	State	Arizona
W.R. No.	1965974	W.O. No.	

I (We) 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"

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. 1965974

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, Arizona

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)

EXHIBIT "A"
SOUTHWEST GAS CORPORATION
GRANT OF EASEMENT
WR #1965974

APN 102-09-364A

A 10.00 foot wide strip of land lying within Lot 295 in Oracle Heights Estates, a subdivision plat recorded in Book 24 of Maps and Plats at Page 87, records of Pima County, Arizona, said strip of land is situated in the Southeast Quarter (SE 1/4) of Section 4, Township 13 South, Range 13 East, Gila and Salt River Meridian, Pima County, Arizona, and lies 5.00 feet on each side of the following described centerline:

Commencing at a found 2 inch diameter brass cap survey monument set in concrete stamped "RLS 37400" marking the east 1/4 corner of said Section 4, from which a found 2 inch diameter brass cap survey monument set in concrete stamped "RLS 37400" marking the southeast corner of said Section 4 bears South 00°02'39" East, a distance of 2,513.34 feet;

Thence South 00°02'39" East, along the easterly line of the Southeast Quarter of said Section 4, a distance of 362.53 feet (South 00°02'39" East, 362.50 feet record) to a found #4 rebar with brass tag stamped "LS 7490" marking the northeast corner of said Lot 295;

Thence continue South 00°02'39" East, along the easterly line of said Lot 295, a distance of 82.05 feet to the **Point of Beginning**;

Thence South 87°33'32" West, departing said easterly line, a distance of 85.37 feet to a point on the easterly right-of-way line of La Cholla Boulevard as established by Sequence No. 20161380352, records of Pima County, Arizona, said point being the **Point of Termination**.

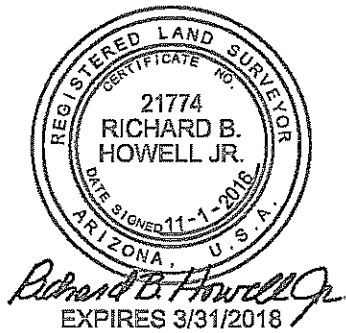
The sidelines of said 10.00 foot wide strip of land are to be lengthened or shortened to begin on the easterly line of said Lot 295 and to terminate on said easterly right-of-way line of La Cholla Boulevard.

Containing 854 square feet or 0.0196 acres, more or less.

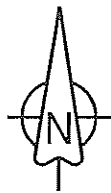
Basis of Bearings:

South 00°02'39" East, along the easterly line of the Southeast Quarter (SE 1/4) of Section 4, Township 13 South, Range 13 East, Gila and Salt River Meridian, Pima County, Arizona, between the found 2 inch diameter brass cap survey monument set in concrete stamped "RLS 37400" marking the east 1/4 corner of said Section 4 and the

found 2 inch diameter brass cap survey monument set in concrete stamped "RLS 37400" marking the southeast corner of said Section 4, according to the plat of Oracle Heights Estates, a subdivision plat recorded in Book 24 of Maps and Plats at Page 87, records of Pima County, Arizona.



Richard B. Howell Jr., RLS 21774



SCALE: 1" = 60'

LA CHOLLA BOULEVARD
CONSTRUCTION CENTERLINE

EASTERLY RIGHT-OF-WAY LINE
ESTABLISHED BY SEQUENCE
NO. 20161380352

P.O.C.
E. 1/4 CORNER
OF SECTION 4,
T.13S., R.13E.

FOUND 2" DIAMETER
BRASS CAP SET IN
CONCRETE STAMPED
"RLS 37400"

LOT 294

S 00°02'39" E 362.53' (M)
S 00°02'39" E 362.50' (R)

FOUND #4 REBAR
WITH BRASS TAG
STAMPED "LS 7490"

LOT 295

P.O.T.

10.00'
5.00'
5.00'
5.00'

P.O.B.

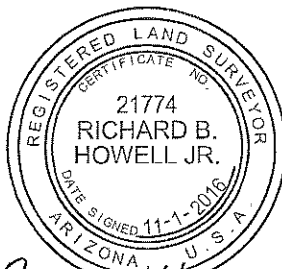
APN 102-09-364A
SEQ. #91001802
SEQ. #20161380352

S 00°02'39" E 2513.34' (M)
(BASIS OF BEARINGS)

EAST LINE OF THE
SE 1/4 OF SECTION
4, T.13S., R.13E.

S.E. CORNER
OF SECTION 4,
T.13S., R.13E.
FOUND 2" DIAMETER
BRASS CAP SET IN
CONCRETE STAMPED
"RLS 37400"

LOT 296



Richard B. Howell Jr.
EXPIRES 3/31/2018

LINE TABLE

NO.	BEARING	DISTANCE
L1	S 00°02'39" E	82.05'
L2	S 87°33'32" W	85.37'

PROPERTY OWNER: PIMA COUNTY

DATE: NOVEMBER 1, 2016

SOUTHWEST GAS CORPORATION
SOUTHERN ARIZONA DIVISION
3401 EAST GAS ROAD
TUCSON, ARIZONA 85714

EXHIBIT "B"

WR #1965974 (PAGE 3 OF 3)
10.00' WIDE EASEMENT IN A PORTION OF THE
SE 1/4 OF SECTION 4, TOWNSHIP 13 SOUTH, RANGE 13 EAST,
GILA AND SALT RIVER MERIDIAN, PIMA COUNTY, ARIZONA

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 180 days after receipt of the notice unless otherwise agreed to in writing. 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. Grantee will not be required to relocate if such relocations are to accommodate a party other than Grantor. If Grantee fails to relocate the Facilities as provided herein, and such delay is solely attributable to Grantee's action, inaction, then 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.

6720 N LA CHOLLA BLVD, TUCSON, ARIZONA
ORACLE HEIGHTS ESTATES LOT 295
APN 102-09-3640

