Tommie C. Martin, District I
610 E. Hwy 260, Payson, 85547
(928) 474-2029
tmartin@gilacountyaz.gov

Michael A. Pastor, District II
(928) 402-8753
mpastor@gilacountyaz.gov

Shirley L. Dawson, District III
(928) 402-8511
sdawson@gilacountyaz.gov

GILA COUNTY
BOARD OF SUPERVISORS
1400 E. Ash Street
Globe, Arizona 85501

Don E. McDaniel, Jr.,
County Manager
(928) 402-4257
dmcdaniel@gilacountyaz.gov

John F. Nelson,
Deputy County Manager/
Clerk of the Board of Supervisors
(928) 402-8754
jnelson@co.gila.az.us

Joseph Heatherly
Finance Director
(928) 402-8742
jheatherly@co.gila.az.us

January 27, 2011

REQUEST FOR ELEVATED GAS DELIVERY PRESSURE

Business Name: Gila County
Service Address: 1001 W. Besich Blvd.
City: Globe State: Arizona Zip code: 85501

I, Michael A. Pastor, Chairman, an authorized agent of the business listed above, am requesting the following elevated gas delivery pressure at the site (Check One Reason Only):

2 psi _____ Other (specify here) _____

The elevated pressure is needed to (Check One Only)

____ Required to reduce interior pipe size. (I agree to pay Southwest Gas Corporation the fee indicated on the attached Excess Service Statement if my interior pipe is less than 4".)

__X__ Supply __5__ psi to the following equipment which requires higher than ¼ psi pressure. (Manufacturer's specification sheet attached for verification)

List Equipment
Heating (4)

I understand that, if requested by Southwest Gas Corporation, I will provide a drawing of the interior gas piping system, which has either been approved by an authorizing municipality or stamped by a Professional Engineer. (Please note that review of the interior gas distribution system by Southwest Gas is not a certification of adequacy of the design.)

By signing this document I acknowledge and accept full responsibility for operation and maintenance of this project's gas piping system including all regulators, gas appliances, fixtures, and apparatus of any kind or character located beyond the point of natural gas delivery (gas meter).

By: Michael A Pastor **Date:** 1/27/11

Name: Michael A. Pastor **Title:** Chairman, Board of Supervisors

Company: Gila County **Phone:** (928) 402-8753

SOUTHWEST GAS CORPORATION

FACILITIES EXTENSION AGREEMENT (ARIZONA)

FEA No. _____

W.R. No. 1298169

1. Agreement, Applicants

1.1 This is a Facilities Extension Agreement ("Agreement") dated January 18, 2011 between Southwest Gas Corporation ("Southwest"), located at 5440 S Russell Road, Globe, Arizona 85501, and Gila County Public Works ("Applicant") located at 1400 E Ash Street, Globe, AZ 85501.

1.2 All communications concerning this Agreement shall be in writing, and shall be delivered to each party at its address shown above or to such other address as either party may hereafter specify in writing.

1.3 This Agreement may not be amended except in writing executed by all of the parties hereto.

1.4 No assignment of this Agreement or of any refunds which may become due hereunder shall be binding upon Southwest without its written consent.

1.5 This Agreement shall be deemed to be an estimate only. Southwest reserves the right to re-evaluate and update the original cost estimate, if construction of the gas distribution facilities has not commenced within 180 days following the date identified in paragraph 1.1 above.

1.6 The mutual promises made and obligations undertaken by the parties constitute the consideration for this Agreement.

2. Proposed Service Addresses or Lot(s), Subdivision, Location

1001 Besich Blvd., Globe, AZ 85501 (Roads Building)

AC# 1298169

3. Description and Sketch of the Requested Facilities

3.1 Annexed hereto as Exhibit A and incorporated by this reference is a drawing or diagram of the gas distribution facilities ("Subject Facilities") Southwest proposes to install pursuant to this Agreement.

4. Description of Requested Service

4.1 Gas service provided through the Subject Facilities will be used for the following purposes (indicate residential, commercial, industrial, and/or other purposes as appropriate): Commercial

4.2 ☐ Southwest Trench ☒ Developer Trench

4.3 Appliances/Equipment agreed to be installed and utilized, and upon which any allowance is granted, are as follows:

Appliance/Equipment	*Therms/Year*
Heating	1784
Water Heater (1)	

5. Estimated Costs

5.1 Southwest will install the Subject Facilities as described in Exhibit A at an estimated cost of $ 1,420.00.

5.2 Applicant acknowledges that, between the effective date of this Agreement and the Completion Date of the Subject Facilities, Southwest may incur certain costs and expenses, including, but not limited to those associated with, engineering time, materials, environmental and governmental regulations, etc. Applicant hereby agrees to reimburse Southwest for all such costs and expenses incurred by Southwest whether or not Applicant proceeds with or completes its planned development for whatever reason(s).

6. Payment Terms

6.1 Applicant agrees to pay Southwest, at least 10 days in advance of the estimated start of construction date specified in paragraph 8 hereof, the full estimated cost of the Subject Facilities, less any allowance to which Applicant may be entitled.

Estimated Cost $* 1,420.00 *Allowance ($ -0-)

Advance Required $ 1,420.00 *Contribution Required $* -0-

6.2 Notwithstanding the foregoing, if Applicant fails for whatever reasons, to take gas service in the amounts stated in paragraph 4.3 of this Agreement, as the basis for estimating Applicant's allowance, Southwest may recalculate such allowance and bill Applicant. Applicant shall pay Southwest the resulting non-refundable contribution (or facility charge) required in accordance with Southwest's ("Rules") filed with the Arizona Corporation Commission ("Commission") in effect on the date of this Agreement as though gas service had been requested on the basis of the actual appliances/equipment installed and utilized.

6.3 Southwest may, at its option, require Applicant to provide a bond or other surety guaranteeing Applicant's performance of its payment obligations under paragraph 6 of this Agreement.

7. Refunds

7.1 Southwest will refund to Applicant, without interest, the amount advanced in accordance with the allowable investment and refund provisions of its Rules. In no event will the total refund exceed the amount advanced by Applicant. No advance will be refundable after 5 years from the date Southwest is first ready to render service, except in the case of feeder mains to serve master planned communities, in which case the refund period will be 10 years.

8. Estimated Dates of Commencement and Completion of Construction

8.1 Southwest estimates that construction of the Subject Facilities will begin on approximately 01/30/2011 and will be completed by approximately 03/30/2011 ("Completion Date"); provided, however, that if the date on which the Subject Facilities actually are completed shall be more than 30 days after the estimated date of completion specified above, the Completion Date shall be the date the Subject Facilities actually are completed, and this Agreement shall be noted accordingly.

8.2 Southwest makes no representations, warranties, or promises, either expressed or implied, with respect to any Completion Date for the Subject Facilities.

9. Copy of Agreement

9.1 Applicant hereby acknowledges receipt of a copy of this Agreement.

10. Ownership and Easements

10.1 The Subject Facilities will at all times be owned by Southwest.

10.2 If Applicant is the property owner, Applicant agrees: (1) to grant or otherwise provide to Southwest, without cost to Southwest, easements and rights-of-way which are adequate, in the opinion of Southwest, for the location, installation operation, maintenance, and removal of the Subject Facilities and (2) that no permanent obstructions will be placed over Subject Facilities and further agrees to be responsible for any and all costs associated with removing any permanent obstructions that are placed over Subject Facilities.

10.3 If Applicant is NOT the property owner, Applicant hereby agrees: (1) to provide written permission from the property owner(s) allowing Applicant to apply for the Subject Facilities and (2) to secure property owner(s) agreement to Section 10.2 above granting Southwest such easement and right-of-way as necessary for the provision of natural gas service.

11. Miscellaneous

11.1 Neither Southwest, nor its affiliates, subcontractors, agents and/or employees shall be liable for any special, incidental, indirect, exemplary, consequential or any other damages, including without limitation, loss of product, loss of profit or revenue, loss of use, costs of replacement power or supply, or unsatisfied delivery obligations as a result of any delay in completing construction of the Subject Facilities by the requested Completion Date, even if Southwest has been advised of the possibility of such damages.

12. *Regulatory Changes; Arizona Law*

12.1 This Agreement is subject to the jurisdiction of the Commission.

12.2 The Rules filed with the Commission, to the extent applicable and as they may be changed from time to time, are part of this Agreement, but no change in any such Rule occurring after the date hereof shall increase the amount Applicant is obligated to advance or the amount Southwest may become obligated to refund hereunder.

12.3 The laws of Arizona shall govern the interpretation of this Agreement.

WHEREFORE, the parties have executed this Agreement as of the indicated date.

APPLICANT	**SOUTHWEST GAS CORPORATION**
Gila County Public Works *Company Name*	**By**
Michael A. Pastor *Applicant Signature*	Russ Fetterman, Mountain District *Title*
Michael A. Pastor *Print Name*	Southern Arizona Division *Division*
Chairman, Gila County Board of Supervisors *Title*	11/27/11 *Date Signed*

Approved As To Form

Bryan B. Chambers
Chief Deputy Gila County Attorney

Tommie C. Martin, District I
610 E. Hwy 260, Payson, 85547
(928) 474-2029
tmartin@gilacountyaz.gov

Michael A. Pastor, District II
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Shirley L. Dawson, District III
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GILA COUNTY
BOARD OF SUPERVISORS
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Globe, Arizona 85501

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County Manager
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John F. Nelson,
Deputy County Manager/
Clerk of the Board of Supervisors
(928) 402-8754
jnelson@co.gila.az.us

Joseph Heatherly
Finance Director
(928) 402-8742
jheatherly@co.gila.az.us

January 27, 2011

REQUEST FOR ELEVATED GAS DELIVERY PRESSURE

Business Name: Gila County
Service Address: 1001 W. Besich Blvd. Pole Barn
City: Globe State: Arizona Zip code: 85501

I, Michael A. Pastor, Chairman, an authorized agent of the business listed above, am requesting the following elevated gas delivery pressure at the site (Check One Reason Only):

2 psi _____ Other (specify here) _____

The elevated pressure is needed to (Check One Only)

____ Required to reduce interior pipe size. (I agree to pay Southwest Gas Corporation the fee indicated on the attached Excess Service Statement if my interior pipe is less than 4".)

__X__ Supply __5__ psi to the following equipment which requires higher than ¼ psi pressure. (Manufacturer's specification sheet attached for verification)

List Equipment
Heating (4)

I understand that, if requested by Southwest Gas Corporation, I will provide a drawing of the interior gas piping system, which has either been approved by an authorizing municipality or stamped by a Professional Engineer. (Please note that review of the interior gas distribution system by Southwest Gas is not a certification of adequacy of the design.)

By signing this document I acknowledge and accept full responsibility for operation and maintenance of this project's gas piping system including all regulators, gas appliances, fixtures, and apparatus of any kind or character located beyond the point of natural gas delivery (gas meter).

By: Michael A Pastor **Date:** 1/27/11

Name: Michael A. Pastor **Title:** Chairman, Board of Supervisors

Company: Gila County **Phone:** (928) 402-8753

SOUTHWEST GAS CORPORATION

FACILITIES EXTENSION AGREEMENT (ARIZONA)

FEA No. _____

W.R. No. 1298182

1. Agreement, Applicants

1.1 This is a Facilities Extension Agreement ("Agreement") dated January 18, 2011 between Southwest Gas Corporation ("Southwest"), located at 5440 S Russell Road, Globe, Arizona 85501, and Gila County Public Works ("Applicant") located at 1400 E Ash Street, Globe, AZ 85501.

1.2 All communications concerning this Agreement shall be in writing, and shall be delivered to each party at its address shown above or to such other address as either party may hereafter specify in writing.

1.3 This Agreement may not be amended except in writing executed by all of the parties hereto.

1.4 No assignment of this Agreement or of any refunds which may become due hereunder shall be binding upon Southwest without its written consent.

1.5 This Agreement shall be deemed to be an estimate only. Southwest reserves the right to re-evaluate and update the original cost estimate, if construction of the gas distribution facilities has not commenced within 180 days following the date identified in paragraph 1.1 above.

1.6 The mutual promises made and obligations undertaken by the parties constitute the consideration for this Agreement.

2. Proposed Service Addresses or Lot(s), Subdivision, Location

1001 West Besich Blvd., Globe, AZ 85501 (Roads Building Pole Barn)

AC# 1298182

3. Description and Sketch of the Requested Facilities

3.1 Annexed hereto as Exhibit A and incorporated by this reference is a drawing or diagram of the gas distribution facilities ("Subject Facilities") Southwest proposes to install pursuant to this Agreement.

4. Description of Requested Service

4.1 Gas service provided through the Subject Facilities will be used for the following purposes (indicate residential, commercial, industrial, and/or other purposes as appropriate): Commercial

4.2 ☐ Southwest Trench ☒ Developer Trench

4.3 Appliances/Equipment agreed to be installed and utilized, and upon which any allowance is granted, are as follows:

Appliance/Equipment	*Therms/Year*
Pressure washer	960

5. Estimated Costs

5.1 Southwest will install the Subject Facilities as described in Exhibit A at an estimated cost of $ 1678.00.

5.2 Applicant acknowledges that, between the effective date of this Agreement and the Completion Date of the Subject Facilities, Southwest may incur certain costs and expenses, including, but not limited to those associated with, engineering time, materials, environmental and governmental regulations, etc. Applicant hereby agrees to reimburse Southwest for all such costs and expenses incurred by Southwest whether or not Applicant proceeds with or completes its planned development for whatever reason(s).

6. Payment Terms

6.1 Applicant agrees to pay Southwest, at least 10 days in advance of the estimated start of construction date specified in paragraph 8 hereof, the full estimated cost of the Subject Facilities, less any allowance to which Applicant may be entitled.

Estimated Cost $* 1,678.00 *Allowance ($ -0-)

Advance Required $ 1,678.00 *Contribution Required $* -0-

6.2 Notwithstanding the foregoing, if Applicant fails for whatever reasons, to take gas service in the amounts stated in paragraph 4.3 of this Agreement, as the basis for estimating Applicant's allowance, Southwest may recalculate such allowance and bill Applicant. Applicant shall pay Southwest the resulting non-refundable contribution (or facility charge) required in accordance with Southwest's ("Rules") filed with the Arizona Corporation Commission ("Commission") in effect on the date of this Agreement as though gas service had been requested on the basis of the actual appliances/equipment installed and utilized.

6.3 Southwest may, at its option, require Applicant to provide a bond or other surety guaranteeing Applicant's performance of its payment obligations under paragraph 6 of this Agreement.

7. Refunds

7.1 Southwest will refund to Applicant, without interest, the amount advanced in accordance with the allowable investment and refund provisions of its Rules. In no event will the total refund exceed the amount advanced by Applicant. No advance will be refundable after 5 years from the date Southwest is first ready to render service, except in the case of feeder mains to serve master planned communities, in which case the refund period will be 10 years.

8. Estimated Dates of Commencement and Completion of Construction

8.1 Southwest estimates that construction of the Subject Facilities will begin on approximately 01/30/2011 and will be completed by approximately 03/30/2011 ("Completion Date"); provided, however, that if the date on which the Subject Facilities actually are completed shall be more than 30 days after the estimated date of completion specified above, the Completion Date shall be the date the Subject Facilities actually are completed, and this Agreement shall be noted accordingly.

8.2 Southwest makes no representations, warranties, or promises, either expressed or implied, with respect to any Completion Date for the Subject Facilities.

9. Copy of Agreement

9.1 Applicant hereby acknowledges receipt of a copy of this Agreement.

10. Ownership and Easements

10.1 The Subject Facilities will at all times be owned by Southwest.

10.2 If Applicant is the property owner, Applicant agrees: (1) to grant or otherwise provide to Southwest, without cost to Southwest, easements and rights-of-way which are adequate, in the opinion of Southwest, for the location, installation operation, maintenance, and removal of the Subject Facilities and (2) that no permanent obstructions will be placed over Subject Facilities and further agrees to be responsible for any and all costs associated with removing any permanent obstructions that are placed over Subject Facilities.

10.3 If Applicant is NOT the property owner, Applicant hereby agrees: (1) to provide written permission from the property owner(s) allowing Applicant to apply for the Subject Facilities and (2) to secure property owner(s) agreement to Section 10.2 above granting Southwest such easement and right-of-way as necessary for the provision of natural gas service.

11. Miscellaneous

11.1 Neither Southwest, nor its affiliates, subcontractors, agents and/or employees shall be liable for any special, incidental, indirect, exemplary, consequential or any other damages, including without limitation, loss of product, loss of profit or revenue, loss of use, costs of replacement power or supply, or unsatisfied delivery obligations as a result of any delay in completing construction of the Subject Facilities by the requested Completion Date, even if Southwest has been advised of the possibility of such damages.

12. *Regulatory Changes; Arizona Law*

12.1 This Agreement is subject to the jurisdiction of the Commission.

12.2 The Rules filed with the Commission, to the extent applicable and as they may be changed from time to time, are part of this Agreement, but no change in any such Rule occurring after the date hereof shall increase the amount Applicant is obligated to advance or the amount Southwest may become obligated to refund hereunder.

12.3 The laws of Arizona shall govern the interpretation of this Agreement.

WHEREFORE, the parties have executed this Agreement as of the indicated date.

APPLICANT	**SOUTHWEST GAS CORPORATION**
Gila County Public Works *Company Name*	**By** _____
Michael A. Pastor *Applicant Signature*	Russ Fetterman, Mountain District *Title*
Michael A. Pastor *Print Name*	Southern Arizona Division *Division*
Chairman, Gila County Board of Supervisors *Title*	1/27/11 *Date Signed*

Approved As To Form

Bryan B. Chambers
Chief Deputy Gila County Attorney

Tommie C. Martin, District I
610 E. Hwy 260, Payson, 85547
(928) 474-2029
tmartin@gilacountyaz.gov

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GILA COUNTY
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Joseph Heatherly
Finance Director
(928) 402-8742
jheatherly@co.gila.az.us

January 27, 2011

REQUEST FOR ELEVATED GAS DELIVERY PRESSURE

Business Name: Gila County
Service Address: 725 N. Rose Mofford Way
City: Globe State: Arizona Zip code: 85501

I, Michael A. Pastor, Chairman, an authorized agent of the business listed above, am requesting the following elevated gas delivery pressure at the site (Check One Reason Only):

_2 psi_____ Other (specify here) _____

The elevated pressure is needed to (Check One Only)
____ Required to reduce interior pipe size. (I agree to pay Southwest Gas Corporation the fee indicated on the attached Excess Service Statement if my interior pipe is less than 4".)

__X__ Supply _5_ psi to the following equipment which requires higher than ¼ psi pressure. (Manufacturer's specification sheet attached for verification)

List Equipment

Heating (4)_____

I understand that, if requested by Southwest Gas Corporation, I will provide a drawing of the interior gas piping system, which has either been approved by an authorizing municipality or stamped by a Professional Engineer. (Please note that review of the interior gas distribution system by Southwest Gas is not a certification of adequacy of the design.)

By signing this document I acknowledge and accept full responsibility for operation and maintenance of this project's gas piping system including all regulators, gas appliances, fixtures, and apparatus of any kind or character located beyond the point of natural gas delivery (gas meter).

By: Michael A Pastor **Date:** 1/27/11

Name: Michael A. Pastor **Title:** Chairman, Board of Supervisors

Company: Gila County **Phone:** (928) 402-8753

SOUTHWEST GAS CORPORATION

FACILITIES EXTENSION AGREEMENT (ARIZONA)

FEA No. _____

W.R. No. 1293889

1. Agreement, Applicants

1.1 This is a Facilities Extension Agreement ("Agreement") dated January 18, 2011 between Southwest Gas Corporation ("Southwest"), located at 5440 S Russell Road, Globe, Arizona 85501, and Gila County Public Works ("Applicant") located at 1400 E Ash Street, Globe, AZ 85501.

1.2 All communications concerning this Agreement shall be in writing, and shall be delivered to each party at its address shown above or to such other address as either party may hereafter specify in writing.

1.3 This Agreement may not be amended except in writing executed by all of the parties hereto.

1.4 No assignment of this Agreement or of any refunds which may become due hereunder shall be binding upon Southwest without its written consent.

1.5 This Agreement shall be deemed to be an estimate only. Southwest reserves the right to re-evaluate and update the original cost estimate, if construction of the gas distribution facilities has not commenced within 180 days following the date identified in paragraph 1.1 above.

1.6 The mutual promises made and obligations undertaken by the parties constitute the consideration for this Agreement.

2. Proposed Service Addresses or Lot(s), Subdivision, Location

725 N Rose Mofford Way, Globe, AZ 85501 (Facilities Building)

AC# 1293889

3. Description and Sketch of the Requested Facilities

3.1 Annexed hereto as Exhibit A and incorporated by this reference is a drawing or diagram of the gas distribution facilities ("Subject Facilities") Southwest proposes to install pursuant to this Agreement.

4. Description of Requested Service

4.1 Gas service provided through the Subject Facilities will be used for the following purposes (indicate residential, commercial, industrial, and/or other purposes as appropriate): Commercial

4.2 ☐ Southwest Trench ☒ Developer Trench

4.3 Appliances/Equipment agreed to be installed and utilized, and upon which any allowance is granted, are as follows:

Appliance/Equipment	*Therms/Year*
Heating	976

5. Estimated Costs

5.1 Southwest will install the Subject Facilities as described in Exhibit A at an estimated cost of $ 1,570.00.

5.2 Applicant acknowledges that, between the effective date of this Agreement and the Completion Date of the Subject Facilities, Southwest may incur certain costs and expenses, including, but not limited to those associated with, engineering time, materials, environmental and governmental regulations, etc. Applicant hereby agrees to reimburse Southwest for all such costs and expenses incurred by Southwest whether or not Applicant proceeds with or completes its planned development for whatever reason(s).

6. Payment Terms

6.1 Applicant agrees to pay Southwest, at least 10 days in advance of the estimated start of construction date specified in paragraph 8 hereof, the full estimated cost of the Subject Facilities, less any allowance to which Applicant may be entitled.

Estimated Cost $* 1,570.00 *Allowance ($ -0-)

Advance Required $ 1,570.00 *Contribution Required $* -0-

6.2 Notwithstanding the foregoing, if Applicant fails for whatever reasons, to take gas service in the amounts stated in paragraph 4.3 of this Agreement, as the basis for estimating Applicant's allowance, Southwest may recalculate such allowance and bill Applicant. Applicant shall pay Southwest the resulting non-refundable contribution (or facility charge) required in accordance with Southwest's ("Rules") filed with the Arizona Corporation Commission ("Commission") in effect on the date of this Agreement as though gas service had been requested on the basis of the actual appliances/equipment installed and utilized.

6.3 Southwest may, at its option, require Applicant to provide a bond or other surety guaranteeing Applicant's performance of its payment obligations under paragraph 6 of this Agreement.

7. Refunds

7.1 Southwest will refund to Applicant, without interest, the amount advanced in accordance with the allowable investment and refund provisions of its Rules. In no event will the total refund exceed the amount advanced by Applicant. No advance will be refundable after 5 years from the date Southwest is first ready to render service, except in the case of feeder mains to serve master planned communities, in which case the refund period will be 10 years.

8. Estimated Dates of Commencement and Completion of Construction

8.1 Southwest estimates that construction of the Subject Facilities will begin on approximately 01/30/2011 and will be completed by approximately 03/30/2011 ("Completion Date"); provided, however, that if the date on which the Subject Facilities actually are completed shall be more than 30 days after the estimated date of completion specified above, the Completion Date shall be the date the Subject Facilities actually are completed, and this Agreement shall be noted accordingly.

8.2 Southwest makes no representations, warranties, or promises, either expressed or implied, with respect to any Completion Date for the Subject Facilities.

9. Copy of Agreement

9.1 Applicant hereby acknowledges receipt of a copy of this Agreement.

10. Ownership and Easements

10.1 The Subject Facilities will at all times be owned by Southwest.

10.2 If Applicant is the property owner, Applicant agrees: (1) to grant or otherwise provide to Southwest, without cost to Southwest, easements and rights-of-way which are adequate, in the opinion of Southwest, for the location, installation operation, maintenance, and removal of the Subject Facilities and (2) that no permanent obstructions will be placed over Subject Facilities and further agrees to be responsible for any and all costs associated with removing any permanent obstructions that are placed over Subject Facilities.

10.3 If Applicant is NOT the property owner, Applicant hereby agrees: (1) to provide written permission from the property owner(s) allowing Applicant to apply for the Subject Facilities and (2) to secure property owner(s) agreement to Section 10.2 above granting Southwest such easement and right-of-way as necessary for the provision of natural gas service.

11. Miscellaneous

11.1 Neither Southwest, nor its affiliates, subcontractors, agents and/or employees shall be liable for any special, incidental, indirect, exemplary, consequential or any other damages, including without limitation, loss of product, loss of profit or revenue, loss of use, costs of replacement power or supply, or unsatisfied delivery obligations as a result of any delay in completing construction of the Subject Facilities by the requested Completion Date, even if Southwest has been advised of the possibility of such damages.

12. *Regulatory Changes; Arizona Law*

12.1 This Agreement is subject to the jurisdiction of the Commission.

12.2 The Rules filed with the Commission, to the extent applicable and as they may be changed from time to time, are part of this Agreement, but no change in any such Rule occurring after the date hereof shall increase the amount Applicant is obligated to advance or the amount Southwest may become obligated to refund hereunder.

12.3 The laws of Arizona shall govern the interpretation of this Agreement.

WHEREFORE, the parties have executed this Agreement as of the indicated date.

APPLICANT	**SOUTHWEST GAS CORPORATION**
Gila County Public Works *Company Name*	**By** _____
Michael A Pastor *Applicant Signature*	Russ Fetterman, Mountain District *Title*
Michael A. Pastor *Print Name*	Southern Arizona Division *Division*
Chairman, Gila County Board of Supervisors *Title*	11/22/11 *Date Signed*

Approved As To Form

Bryan B. Chambers
Chief Deputy Gila County Attorney

SOUTHWEST GAS CORPORATION

CONTRACT FOR INSTALLATION OF NATURAL GAS PIPELINE FACILITIES- INGRESS AND EGRESS (ARIZONA AND NEVADA)

OFFICE USE ONLY	
Mtr. Loc.	Footage
Work Request	1293889

Service Address 725 N Rose Mofford Way City or Location Globe

Name of Applicant Gila County Public Works Tract

Mailing Address 1400 E Ash Street, APN and/or Lot #s

City, State & ZIP Code Globe, AZ 85501 Email:

Daytime (or) Work Phone 928-402-8612 Evening (or) Cell Phone

Type of Service	Rev/Rate	Appliances Agreed To Be Installed	Qty.	Input Btu/Hr. Ea.	Total Input Btu/Hr.
☐ Residential		Heating	4		
☐ Single Family		Water Heating			
☐ Multifamily					
☐ Manufactured Home					
☒ Commercial	200-036				
☐ Industrial					
☐ Transportation					
☐ Other					
☐ New Construction					
☐ Conversion (☐ Propane ☐ Oil ☐ Electric)					

Applicant will provide trench? Yes ☐ No ☐

If trench is provided for joint use, check all that apply: ☐ Cable ☐ Telecommunications ☐ Electric ☐ Other

Permission to Branch Serve:

Address 725 N Rose Mofford Way, Globe, AZ Signature Michael A Carter

Notes

Contract Conditions:

1. The Applicant, as owner or authorized agent for the owner, hereby requests Southwest Gas Corporation ("Southwest") to install its natural gas pipeline facilities ("Subject Facilities") to and upon the aforementioned premises, in accordance with the provisions of its Rules as filed with the Regulatory Commission ("Commission") having jurisdiction over Southwest's operations, and hereby grants to Southwest such rights of ingress and egress as may be necessary or convenient to enable Southwest to install, operate, inspect, maintain, repair and remove meters, gauges, pipelines, fittings and regulators, and all other equipment and apparatus which Southwest may elect to install for the purpose of furnishing natural gas service to the aforementioned premises or adjoining premises, or to make a survey of the number and type of appliances and equipment installed on the aforesaid premises. No permanent obstructions will be placed over the pipeline.

2. The Applicant agrees to install and utilize the natural gas appliances and/or equipment indicated above. The justification of any applicable allowance granted the Applicant is based on the usage of the installed appliances and/or equipment (indicated above). If the appliances and/or equipment (indicated above) for natural gas service are not installed and utilized for service: *Arizona and Nevada-*

within six months for service lines and one year for main lines; Southwest may bill the Applicant for the cost of the Applicant's natural gas service and/or main line installation.

3. This Contract shall at all times be subject to such changes or modifications by the Commission as said Commission may from time to time direct in the exercise of its jurisdiction.

4. The Subject Facilities will at all times be owned by Southwest. If Applicant is the property owner, Applicant agrees: (1) to grant or otherwise provide to Southwest, without cost to Southwest, easements and rights-of-way which are adequate, in the opinion of Southwest, for the location, installation, operation, maintenance, and removal of the Subject Facilities and (2) that no permanent obstructions will be placed over Subject Facilities and further agrees to be responsible for any and all costs associated with removing any permanent obstructions that are placed over Subject Facilities. If Applicant is NOT the property owner, Applicant hereby agrees: (1) to provide written permission from the property owner(s) allowing Applicant to apply for the Subject Facilities and (2) to secure property owner(s) agreement to the foregoing granting Southwest such easement and right-of-way as necessary for the provision of natural gas service.

I hereby authorize the installation of natural gas pipeline facilities and agree to pay any cost of installation in excess of the allowable investment of Southwest as defined in its filed rules and regulations.

APPLICANT		***SOUTHWEST GAS CORPORATION***	
Michael A Pinto	1/27/11		1-24-11
(Signature)	*(Date Signed)*	*(Signature)*	*(Date Signed)*
Gila County Public Works ☒ Owner ☐ Builder		Service Planning, Mountain District	
(Print Name)		*(Title)*	