



Franchise – East  
July 30, 2025

Michael S. Buschbacher II  
Earl & Curley  
3101 N Central Ave, STE 1000  
Phoenix, AZ 85012

SUBJECT: Gas Main Relocation  
Polk Street, East of Miller Rd Scottsdale, AZ  
WR 5033510

Dear Michael,

Southwest Gas has received your request for the alteration of existing gas main facilities located Polk Street in Scottsdale, Arizona and has designed a plan to make these alterations.

The cost of this relocation work will be the responsibility of the requestor. The total cost to perform this work is \$31,521.54. This cost estimate is valid for only 30 calendar days. Please send payment with signed enclosed Facility Relocation Agreement to:

Southwest Gas Corporation  
Attn: Zach Stevenson  
East Engineering - M/S 421-586  
P.O. Box 52075  
Phoenix, AZ 85072-2075

Our current construction schedule is approximately 4-5 weeks out before we can start work. Please understand that this is an estimate. Please also keep in mind that we cannot release this project for construction scheduling unless full payment is received.

Prior to beginning construction, please instruct your contractor to call the Blue Stake Center at 1-800-782-5348, for field locations of all utility facilities, pursuant to the "Blue Stake Law" (ARIZONA REVISED STATUTES (State Law), Chapter 2, Article 6.3, Sections 40-360.21 through 40-360.32).

Thank you for your cooperation. Please contact Andy Saks at (480) 730-3857 (Email: Andrew.Saks@swgas.com) or myself if you have any questions or require additional information.

Sincerely,

A handwritten signature in black ink, appearing to read "Zach Stevenson".

Zach Stevenson  
Engineering Supervisor  
Mail Station 421-586  
(480) 730-3855

CC: Andy Saks



**FACILITY RELOCATION AGREEMENT (Arizona/California/Nevada)**

**1. AGREEMENT**

- 1.1 This is a Relocation of Gas Distribution Facilities Agreement ("Agreement") dated \_\_\_\_\_ between Southwest Gas Corporation ("Southwest") located at P.O. Box 52075, MS 421-586, Phoenix, Arizona 85072-2075 and Michael S. Buschbacher II, Principal Planner, Earl & Curley ("Requester") whose mailing address is 3101 N Central Ave, STE 1000 Phoenix, AZ 85012.
- 1.2 All communications concerning this Agreement shall be in writing and shall be delivered to each party at the address shown above or such other address as either party may hereafter specify in writing.
- 1.3 This Agreement may not be amended except in writing and 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 The mutual promises made and obligations undertaken by the parties constitute the consideration for this Agreement.

**2. PROPOSED SERVICE ADDRESSES OR LOCATIONS**

Polk Street, East of Miller Rd, Scottsdale, Arizona

**3. DESCRIPTION AND SKETCH OF THE REQUESTED FACILITIES**

- 3.1 Attached hereto as Exhibit A and made a part of this Agreement is a drawing or diagram of the gas distribution facilities ("Subject Facilities") Southwest proposes to install, relocate, and/or abandon pursuant to this Agreement.

**4. DESCRIPTION OF REQUESTED RELOCATION WORK**

- 4.1 Description of the Subject Facilities to be installed, relocated, and/or abandoned as part of this Agreement:  
Developer requests existing Southwest Gas main be relocated within provided easement.  
Easement legal description has been provided by Requester and will be recorded prior to construction.

**5. AGREEMENT CONDITIONS**

- 5.1 The Requester is prohibited from building any type of structure over Subject Facilities. If this occurs, the Requester must contact Southwest to relocate the gas lines and/or meter at the Requester's expense.
- 5.2  Encroachment relocation (must be resolved by \_\_\_\_\_, or service interruption may result).
- 5.3 Southwest requires a minimum of \_\_\_\_\_ weeks to finalize the design, obtain permits, and schedule the work for construction.  
Please call Contract Inspections at (623) 587-3161 or (623) 587-3171 to coordinate construction times and schedules.
- 5.4 Southwest is not responsible for any damage that may occur to any other underground utilities, irrigation systems, etc., that are not properly marked by One Call, Blue Stake, and/or private facility owner.

**6. ESTIMATED COSTS**

- 6.1 Southwest will relocate the Subject Facilities as described in attached Exhibit A at a total estimated cost of \$ 31,521.54  
Estimated Cost \$ 31,521.54 + Gross-Up Tax \$ 0.00 = Total Estimated Cost \$ 31,521.54
- 6.2 Southwest will review the final cost approximately ninety (90) days after the Subject Facilities is complete. If the estimated cost paid by Requester is less than the final cost, Requester hereby agrees to pay Southwest the difference of the final cost over the estimated cost within thirty (30) days of presentment of an invoice by Southwest. If the estimated cost is greater than the final cost, Southwest will refund the difference to Requester.
- 6.3 **This cost estimate is valid for ninety (90) days from the date of this Agreement.**

**7. PAYMENT TERMS**

- 7.1 Requester agrees to pay Southwest, at least five (5) days in advance of the estimated construction date specified in paragraph 8 hereof, the total estimated cost of the Subject Facilities, to which Requester may be entitled. Payment must be received in full before the Subject Facilities can be released for construction.

**8. ESTIMATED DATES OF COMMENCEMENT AND COMPLETION OF CONSTRUCTION**

- 8.1 Southwest estimates that construction of the Subject Facilities will begin on approximately 8/25/2025 and will be completed by approximately 9/5/2025 ("Completion Date"). If, however, the actual Completion Date is more than thirty (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 amended accordingly.
- 8.2 Southwest makes no representations, warranties, or promises, either express or implied, with respect to any Completion Date for the Subject Facilities.
- 8.3 Requester hereby acknowledges that the approximate date for Southwest to begin construction of the Subject Facilities is dependent upon receipt of Requester payment set forth in paragraph 7 hereof.

**9. COPY OF AGREEMENT**

- 9.1 The Requester hereby acknowledges receipt of a copy of this Agreement.
- 9.2 Requester, nor its respective affiliates, directors, officers, employees, agents, or permitted assignees shall disclose to any third party, the terms and provisions of this Agreement without Southwest's prior written consent; provided, however that the Requester may make such disclosure as required by law, and on a confidential basis, of the terms and provisions of this Agreement to their consultants and attorneys.

**10. OWNERSHIP AND EASEMENTS**

- 10.1 The Subject Facilities will at all times be owned by Southwest.
- 10.2 The Requester agrees 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, and maintenance of the Subject Facilities.

**11. REGULATORY CHANGES**

- 11.1 This Agreement is subject to the jurisdiction of the state Public Utilities Commission ("Commission").
- 11.2 Southwest's standard rules filed with the Commission, to the extent applicable and as they may be changed from time to time, are part of this Agreement, provided that the amended standard rules shall not increase the amount the Requester is obligated to advance or the amount that Southwest may refund thereafter.
- 11.3 State law shall govern the interpretation of this Agreement.

WHEREFORE, the parties have executed this Agreement as of the day and year specified in paragraph 1 hereof.

**REQUESTER**

**SOUTHWEST GAS CORPORATION**

Zach Stevenson

\_\_\_\_\_  
Please print name

\_\_\_\_\_  
Please print name

07/30/2025



\_\_\_\_\_  
Requester signature and date signed

\_\_\_\_\_  
Southwest representative signature and date signed

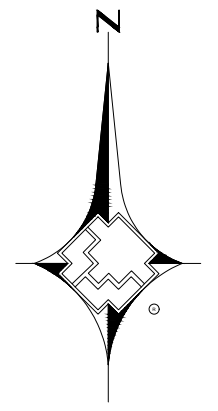
Title Supervisor, Franchise Engineering

For Accounting Use Only								
ACCOUNTING CONTROL KEY							Amount \$	
CO (2)	ORC (4)	RD (4)	FERC (5)	Activity (4)	C/E (4)	WO (12)	Prog/Ref (4)	
	7319	0042			9902	W5033510		28369.39
	7346	0042			9902	W5033510		3152.15

*Distribution: White – Originator Canary – Requester*





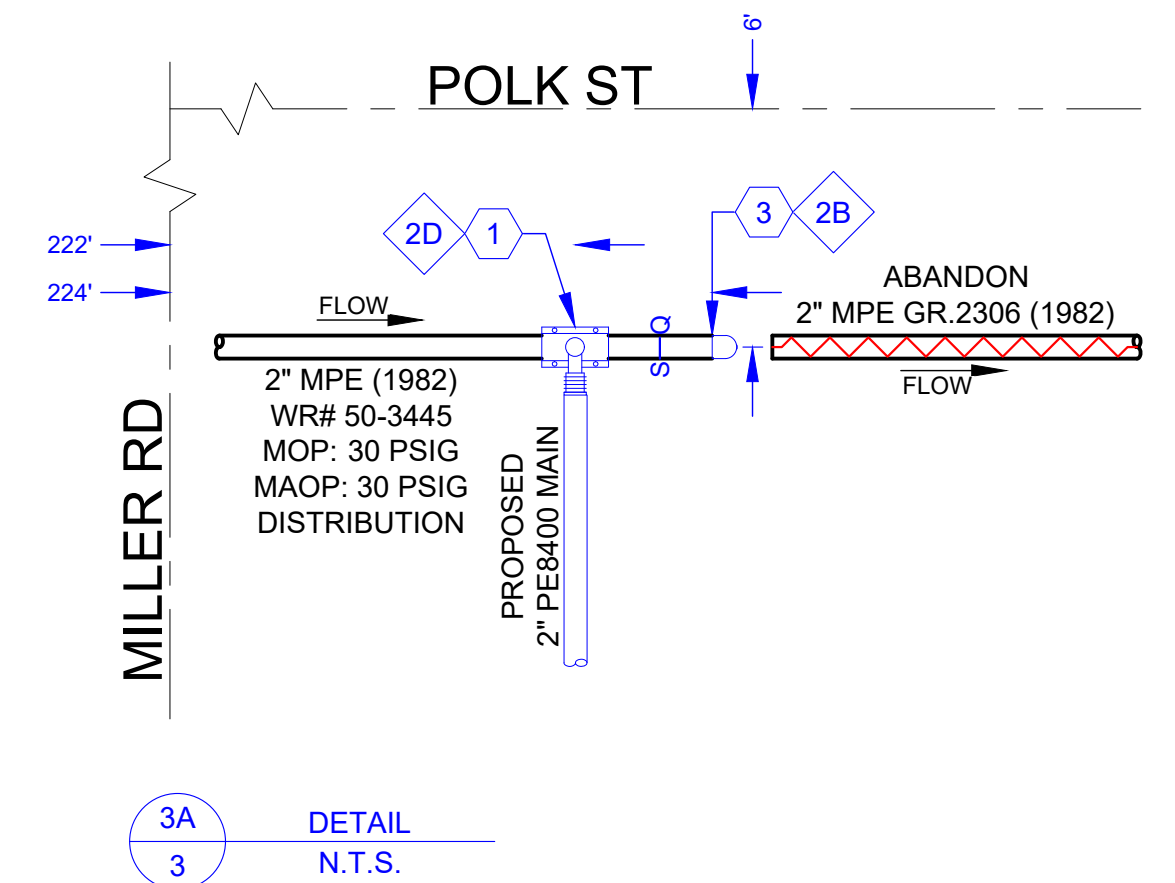
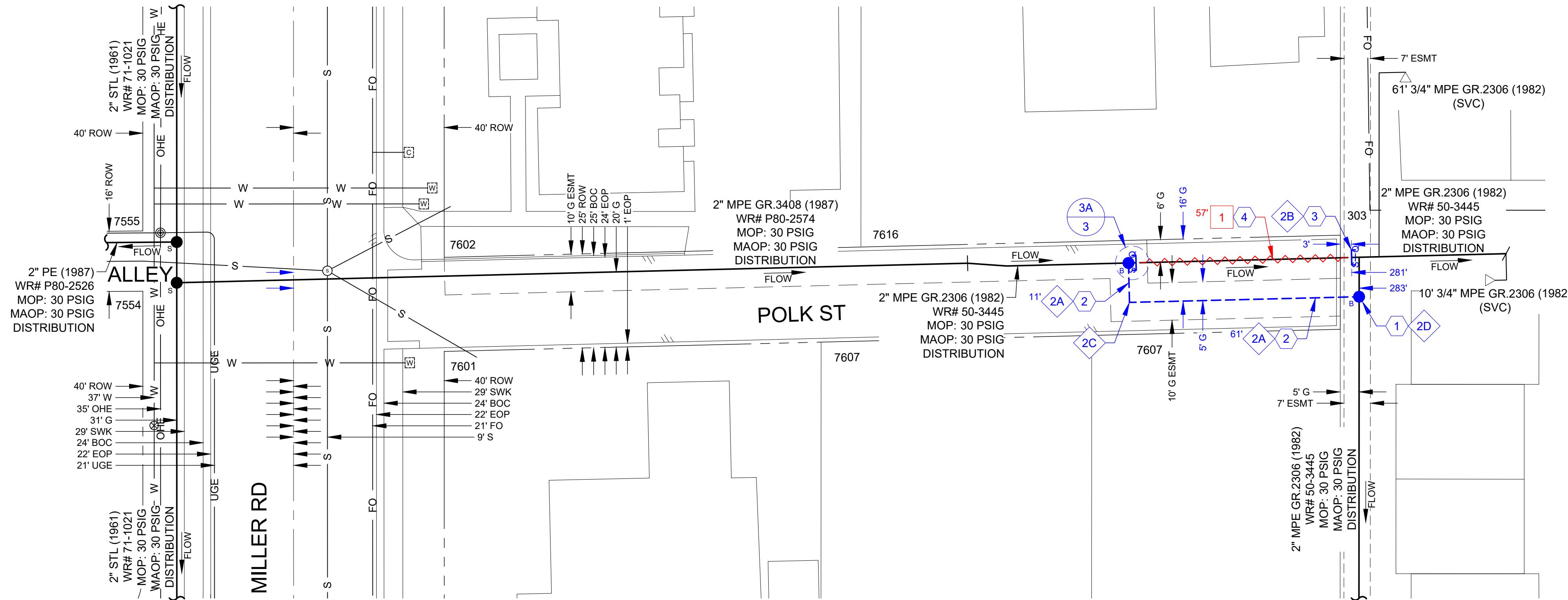


0 20  
1" = 20'

2" DISTRIBUTION MATERIALS LIST						
CODE	DESIGN QTY.	AS-BUILT QTY.	STOCK ID	DESCRIPTION	SEAM	COATING
2A	72'		100-5131	PIPE 2" IPS BY SDR11 PE 8400 20 FT JOINT PRFP	N/A	N/A
2B	2		140-2884	CAP END 2" INCH IPS SDR 11 PA11/PA12 RWLY	N/A	N/A
2C	1		140-3825	ELBOW 90 EF 2" IPS PE 4710 MTD	N/A	N/A
2D	2		160-9135	TEE TAPPING EF HIGH VOLUME 2" X 2" PE4710 GFPC	N/A	N/A

ABANDON FACILITIES				
CODE	DESIGN QTY.	AS-BUILT QTY.	DESCRIPTION	YEAR
1	57'		2" MPE GR. 2306, WR# 50-3445, MOP: 30 PSIG, MAOP: 30 PSIG	1982

CONSTRUCTION NOTES	
1	INSTALL ELECTROFUSION HIGH VOLUME TAPPING TEE TO TIE-IN NEW MAIN.
2	INSTALL NEW GAS MAIN AS SHOWN.
3	SQUEEZE EXISTING MPE MAIN TO STOP GAS FLOW, CUT AND CAP MAIN.
4	ABANDON EXISTING MAIN IN PLACE, CUT, PURGE AND SEAL RETIRED MAIN PER SWG OPERATIONS MANUAL, ABANDONMENT PROCEDURE, SECTION 1.1.



CONTACT ARIZONA 811 AT LEAST TWO FULL WORKING DAYS BEFORE YOU BEGIN EXCAVATION

CALL 811 OR CLICK ARIZONA811.COM



**Southwest Gas Corporation Confidential and Proprietary Information**

For Reference Only - Not Valid for Line Locating Purposes. No representation or warranty is made for the adequacy, accuracy or completeness of the information or depictions shown. This information is protected from further disclosure under the federal Freedom of Information Act and the Protected Critical Infrastructure Information Act of 2002, and Arizona Revised Statutes § 41-4272.

This document may not be copied, distributed, or shared to any other person or entity in any manner or form without prior written consent of Southwest Gas Corporation.

REVISIONS			
NO.	DESCRIPTION	BY	DATE

PERMIT INFORMATION		ISOLATION AREA		LOCATION		ATLAS OR TILE	
CITY OF SCOTTSDALE	MARICOPA COUNTY	ISO-25B		SE 1/4 SEC 02, T01N, R04E	G&SRM	11-46	

GREATER PHOENIX	
SYSTEM MAOP:	30
SYSTEM MOP:	30
SYSTEM MAOP:	
SYSTEM MOP:	

JOB TYPE	HP SERVICE <input type="checkbox"/>
DISTRIBUTION	<input checked="" type="checkbox"/>
FEEDER	<input type="checkbox"/>
TRANS. BY DEF	<input type="checkbox"/>
TRANS > 20%	<input type="checkbox"/>

WR NO.	5033510
RELATED WR NO.S	

ENGINEER/TECHNICIAN	ANDREW SAKS	PHONE: (480) 730-3857
ACCOUNT REP.		PHONE:
PROJECT CONTACT	ZACH STEVENSON	PHONE: (480) 730-3855
SHEET NO.	3 OF 3	SCALE 1" = 20'
DWN. BY	BOWMAN	DATE 7/10/2025
CHKD. BY		APPVD. BY
<b>FRE SCOT PD POLK ST MAIN ALT POLK ST &amp; MILLER RD SCOTTSDALE, AZ 85257</b>		