

ACTION FORM BRYAN CITY COUNCIL

DATE OF COUNCIL MEETING: May 13, 2014		DATE SUBMITTED: April 28, 2014	
DEPARTMENT OF ORIGIN: Coulter Airfield		SUBMITTED BY: James Brown	
MEETING TYPE:	CLASSIFICATION:	ORDINANCE:	STRATEGIC INITIATIVE:
<input type="checkbox"/> BCD	<input type="checkbox"/> PUBLIC HEARING	<input type="checkbox"/> 1ST READING	<input type="checkbox"/> PUBLIC SAFETY
<input type="checkbox"/> SPECIAL	<input checked="" type="checkbox"/> CONSENT	<input type="checkbox"/> 2ND READING	<input checked="" type="checkbox"/> SERVICE
<input checked="" type="checkbox"/> REGULAR	<input type="checkbox"/> STATUTORY		<input checked="" type="checkbox"/> ECONOMIC DEVELOP.
<input type="checkbox"/> WORKSHOP	<input type="checkbox"/> REGULAR		<input checked="" type="checkbox"/> INFRASTRUCTURE
			<input type="checkbox"/> QUALITY OF LIFE
AGENDA ITEM DESCRIPTION: Consideration to grant a right-of-way (ROW) easement to HALCON Field Services, LLC (HALCON) for an underground pipeline through Coulter Airfield (Airport) property at a cost to HALCON of \$46,763.50.			
<p>SUMMARY STATEMENT: The right-of-way (ROW) easement will run parallel with two (2) existing pipelines coming from Wallis Road through Airport property. This ROW easement will not cause significant detrimental impact to developable land at Coulter Airfield. The sale of the ROW easement will generate \$46,763.50 in revenue for the airport. The proceeds from the proposed sale will assist funding future projects to enhance safety, functionality, and beautification, while reducing the need for General Fund assistance.</p> <p>The permanent ROW easement will be forty feet (40') wide, with an additional twenty-foot (20') wide temporary easement work area located adjacent to and parallel with the permanent easement. The purposes of the ROW easement are for constructing, laying, maintaining, operating, inspecting, altering, repairing, removing, replacing, reconstructing, relocating, changing the size of, abandoning and removing, from time to time, (a) one (1) pipeline not to exceed twenty-four inches (24") in diameter, (b) with the option to, at a later date, for no additional consideration, place additional pipeline(s) within the same forty foot (40') permanent ROW easement.</p> <p>The agreement sets forth terms and conditions to the construction methods and land use restrictions of the ROW easement. The pipeline shall be buried at a minimum depth of thirty-six inches (36") below the surface grade, and must utilize directional boring methods when pipeline crosses any paved runway/taxiway. Any damage caused by the pipeline to Airport infrastructure shall be HALCON's responsibility. To prevent interference with air traffic operations the grantor must either be escorted by airport personnel or have trained personnel in air operations and control of a VHF radio when on Airport property.</p>			
STAFF ANALYSIS AND RECOMMENDATION: Staff recommends that the City Council accept the ROW easement agreement with HALCON. The ROW easement sale will help generate revenue that will in turn be invested back into the Airport; and, the easement will have no harmful effects to the viability of Coulter Airfield.			
OPTIONS (In Suggested Order of Staff Preference):			
<ol style="list-style-type: none"> 1. Approve the ROW easement agreement authorizing the sale and generate \$46,763.50 of revenue 2. Do not approve the ROW easement agreement and do not collect \$46,763.50 of revenue 			
ATTACHMENTS:			
<ul style="list-style-type: none"> • Right-of-way easement survey 			

- Right-of-way easement agreement (signed document is available for viewing in City Secretary's Office)

FUNDING SOURCE: NA

APPROVALS: Joey Dunn, 4-28-14; Hugh R. Walker, 04/30/2014

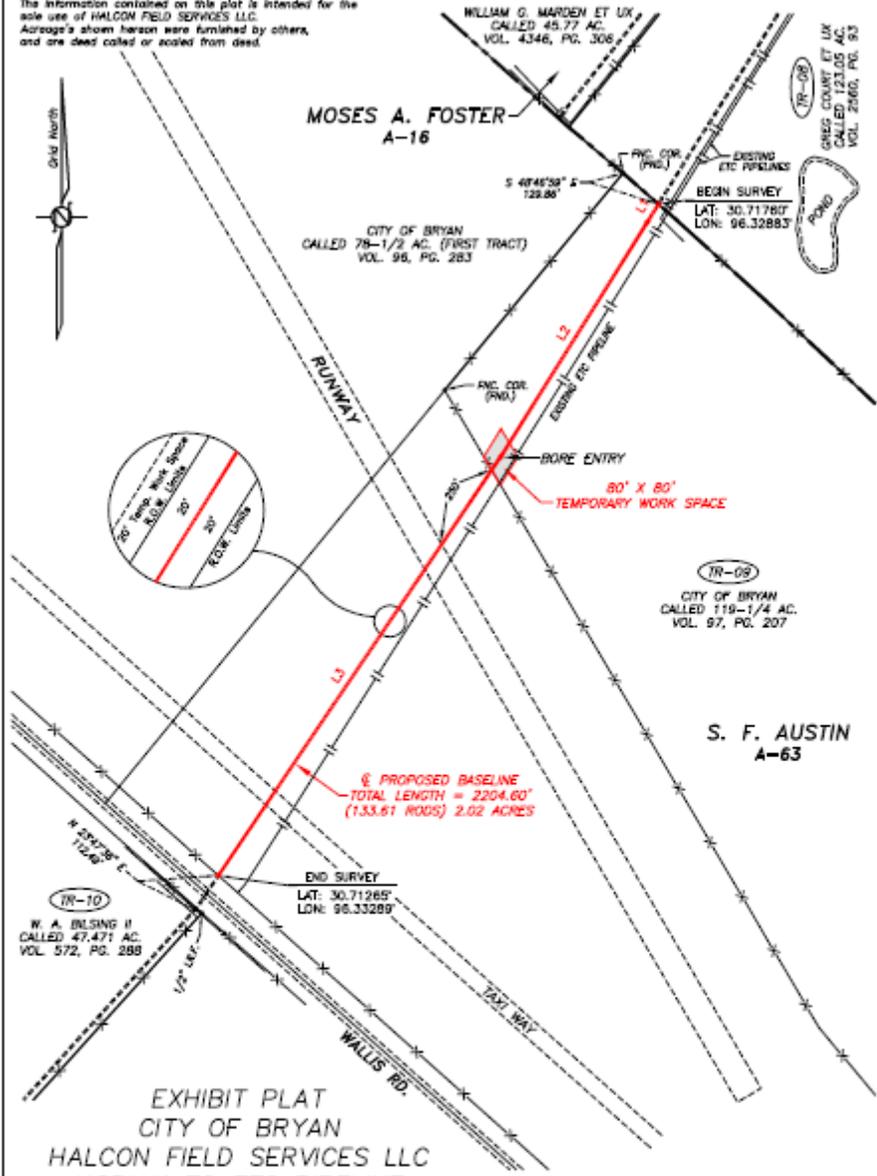
APPROVED FOR SUBMITTAL: CITY MANAGER Kean Register, 5/2/2014

APPROVED FOR SUBMITTAL: CITY ATTORNEY Janis K. Hampton 05/02/2014

Revised 05/2013

All Bearings, Distances, and Coordinates shown hereon are based on the Texas State Plane Coordinate System, N.A.D. 83 Datum (Central Zone.)
 The information contained on this plat is intended for the sole use of HALCON FIELD SERVICES LLC.
 Acreage's shown hereon were furnished by others, and are not called or scaled from deed.

EXHIBIT "A"



**MOSES A. FOSTER
A-16**

CITY OF BRYAN
CALLED 78-1/2 AC. (FIRST TRACT)
VOL. 96, PG. 283

WILLIAM G. MARDEN ET UX
CALLED 45.77 AC.
VOL. 4346, PG. 306

TR-08
GRES COUNTY ET UX
CALLED 123.05 AC.
VOL. 2560, PG. 93

TR-09
CITY OF BRYAN
CALLED 119-1/4 AC.
VOL. 97, PG. 207

**S. F. AUSTIN
A-63**

TR-10
W. A. BALSING II
CALLED 47.471 AC.
VOL. 572, PG. 288

END SURVEY
LAT: 30.71265°
LON: 96.33289°

PROPOSED BASELINE
TOTAL LENGTH = 2204.60'
(133.61 RODS) 2.02 ACRES

EXHIBIT PLAT
CITY OF BRYAN
HALCON FIELD SERVICES LLC
KODIAK TO ETC PIPELINE
BRAZOS COUNTY, TEXAS

LINE	BEARING	DISTANCE
L1	S 31°48'53" W	57.91'
L2	S 32°00'01" W	760.10'
L3	S 34°01'04" W	1386.59'



PREPARED BY:
**STANGER
SURVEYING TYLER LLC**
1885 ERIT CRANKE BLVD.
TYLER, TEXAS 75703
(903) 534-0174

I, the undersigned, do hereby certify that this plat is true and correct to the best of my knowledge and belief.
 BY: *Kenny Williams* Rev: 03/11/14 Date: 06/03/13

"BRYAN EAST" Quadrangle
Situated 4.7 Miles NNE of Bryan, TX.

as it now exists and as it may be expanded in the future and Grantee may not excavate within this area.

Grantee agrees that it will bore under the runway and taxiway for the installation, maintenance, and/or repair of its pipeline and appurtenances thereto and will take all precautions necessary to prevent any damage to the surface. In the event of damage, Grantee must repair or (at Grantor's sole option) pay the cost of repairing the damage to the runway or taxiway. Grantee shall also have the right of ingress and egress across, over, to, from and along Grantor's Land, including right of passage of vehicles over and across Grantor's Land, for the purposes aforesaid, with the further right to maintain the permanent easement and right of way herein granted clear of trees, undergrowth and brush to the extent Grantee deems necessary for proper maintenance and patrol. Grantee must be escorted by airport personnel, or alternatively Grantee must have an employee with training in air operations and control of a VHF radio when on Grantor's property. Grantee may not interfere with airport or aircraft operations.

Grantor shall have the right to fully use and enjoy Grantor's Land for all purposes as long as such purposes do not damage, destroy, injure, and/or interfere with the rights granted to Grantee by this Agreement. Grantor agrees not to build, create or construct, nor permit to be built, created or constructed, any obstruction, building, engineering works or other structure, except fences and/or drainage ditches over the easements and right of way granted pursuant to this Agreement. Grantor reserves the right to expand the existing runway and/or taxiway as it deems necessary or prudent.

Grantee agrees that in the event the pipeline right-of-way described herein crosses through or under any existing cross fence or boundary fence on Grantor's land which is subject to this agreement, then at each such fence crossing, Grantee shall replace fencing with a permanent metal gate that meets with Grantor's approval, which approval shall not be unreasonably withheld. In the event that the Federal Aviation Administration, Texas Department of Transportation, or other relevant governmental authority adopts new or increased restrictions requiring an alteration of the gate, such alteration is Grantee's responsibility. Before cutting any existing fence that crosses the easement and right of way, it shall be properly supported on either side of the contemplated opening by suitable H-braces to prevent the remainder of the fence from sagging. Upon completion of construction, during the existence of this pipeline right-of-way, Grantee agrees to keep all such gates installed by Grantee hereunder closed and locked with a chain and pad-lock at all times except during its entry upon and exit from Grantor's property so as to prevent, among other things, the entry on to Grantor's lands by unauthorized individuals or parties.

Grantee shall use reasonable efforts to comply with all governmental rules, regulations, and statutes regarding environmental requirements. Grantee shall indemnify and hold harmless Grantor from and against any and all claims or damages of any kind or nature whatsoever directly arising from Grantee's operations conducted pursuant to this Agreement, including, but not limited to, injury or death to persons, and damage to property, including but not limited to environmental damage excepting, however, such claims, liabilities or damages as may be due to or caused by, and in proportion to the acts of Grantor, or its servants, agents or invitees.

The pipelines constructed by Grantee pursuant to this Agreement, shall be buried at a minimum depth of thirty-six inches (36”) below the surface of the ground, including the bottom of ditches.

GRANTEE, ON BEHALF OF ITSELF, ITS SUCCESSORS AND ASSIGNS, CONTRACTS TO RELEASE, HOLD HARMLESS AND INDEMNIFY GRANTOR AND ITS DIRECTORS, OFFICERS, REPRESENTATIVES, EMPLOYEES, AGENTS, CONTRACTORS, AND CONSULTANTS FROM AND AGAINST ALL CLAIMS, LOSSES, EXPENSES, COSTS, DAMAGES, DEMANDS, JUDGMENTS, CAUSES OF ACTION, SUITS, AND LIABILITY IN TORT, CONTRACT OR ANY OTHER BASIS OF EVERY KIND AND CHARACTER WHATSOEVER INCLUDING, BUT NOT LIMITED TO, ALL REASONABLE COSTS OF DEFENSE, SUCH AS FEES AND CHARGES OF ATTORNEYS, INCLUDING THE TIME OF CITY ATTORNEYS, EXPERT WITNESSES, AND OTHER PROFESSIONALS INCURRED BY THE GRANTOR WHICH MIGHT IN ANY WAY ARISE OUT OF GRANTEE’S, OR ITS SUCCESSORS OR ASSIGNS, OPERATIONS RELATED TO THIS RIGHT OF WAY EASEMENT AGREEMENT, NOT INCLUDING ANY CLAIMS, LOSSES, EXPENSES, COSTS, DAMAGES, DEMANDS, JUDGMENTS, CAUSES OF ACTION, SUITS, OR LIABILITY IN TORT, CONTRACT OR ANY OTHER BASIS OF KIND AND CHARACTER ARISING OUT OF THE WILLFUL MISCONDUCT OR GROSS NEGLIGENCE OF GRANTOR, OR GRANTORS EMPLOYEES, OFFICERS, AGENTS, OR REPRESENTATIVES.

All terms, conditions and provisions hereof, shall be binding upon the heirs, personal representatives, successors and assigns of Grantor and Grantee. Grantee shall have the right to transfer, assign, lease, pledge and mortgage the rights granted pursuant to this Agreement, in whole or in part, to one or more assignees. This Agreement may be amended only by written instrument executed by both Grantor and Grantee and filed of record in the county where the easements are located. The provisions of this Agreement, including all benefits and burdens, shall run with and burden the Grantor’s Land. Grantor hereby binds itself, his heirs, legal representatives and assigns to warrant and forever defend all and singular the above described easements and rights, unto Grantee and Grantee’s successors and assigns against every person whomsoever lawfully claiming or to claim the same, or any part thereof.

Grantor understands and agrees that the person securing this grant is without authority from Grantee to make any agreement with respect to the subject matter not herein expressed.

TO HAVE AND TO HOLD unto Grantee, its successors and assigns forever or until released by a recordable instrument executed by Grantee or it successors and assigns.

THUS DONE AND SIGNED this ____ day of _____, 2014.

GRANTOR

GRANTEE

Jason P. Bienski, Mayor

Signature

ATTEST:

Print name

Mary Lynne Stratta, City Secretary

Title

APPROVED AS TO FORM:

Janis K. Hampton, City Attorney

STATE OF TEXAS §

COUNTY OF BRAZOS §

This instrument was acknowledged before me on _____, 2014 by _____
_____ Halcon Field Services, LLC, a Texas limited liability company, on behalf of such
limited liability company.

My Commission Expires: _____

NOTARY PUBLIC

STATE OF TEXAS §

COUNTY OF BRAZOS §

This instrument was acknowledged before me on _____, 2014 by Jason P.
Bienski, Mayor for the City of Bryan.

My Commission Expires: _____

NOTARY PUBLIC