

City Council Agenda Items  
and  
Contracts, Leases or Agreements

5/1/2012

City Council Meeting Date  
Agenda Items Only

Chris Brown *CB*  
Submitted By

Engineering  
Division

Development Services  
Department

Action Required:

Dedication of easements to SourceGas for installation of gas lines on City property adjacent to Highway 16, as part of Highway 16 improvements.

\$ -  
Cost of this request  
--  
Account Number  
--  
Project Number

\$ -  
Category / Project Budget  
\$ -  
Funds Used to Date  
\$ -  
Remaining Balance

Transportation Bond Street Improvements  
Program Category / Project Name  
Transportation Bonds  
Program / Project Category Name  
2006A Sales Tax Construction  
Fund Name

Budgeted Item

Budget Adjustment Attached

*John C. Pate*  
Department Director 04-11-2012  
Date

Previous Ordinance or Resolution # \_\_\_\_\_

*Jim Kelly*  
City Attorney 4-11-12  
Date

Original Contract Date: \_\_\_\_\_

Original Contract Number: \_\_\_\_\_

*Paul A. Beech*  
Finance and Internal Services Director 4-12-2012  
Date

Received in City Clerk's Office 04-11-12 P03:48 RCVD  
*Kim J.*

*Ally Mann*  
Chief of Staff 4-13-12  
Date

Received in Mayor's Office  
ENTERED 4/12/12  
*PK*

*Leonell Jordan*  
Mayor 4/14/12  
Date

Comments:



THE CITY OF FAYETTEVILLE, ARKANSAS  
DEPARTMENT CORRESPONDENCE

www.accessfayetteville.org

## MEMO

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**To:** Mayor Jordan and City Council

**Thru:** Don Marr, Chief of Staff  
Jeremy Pate, Director of Development Services *JP*

**From:** Chris Brown, City Engineer *CB*

**Date:** April 11, 2012

**Subject:** Dedication of Natural Gas Easements on City Property

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### PROPOSAL:

As part of improvements to Highway 16, SourceGas will be relocating natural gas lines in advance of widening and improvements by the Arkansas Highway and Transportation Department. SourceGas needs easements across City property on either side of the entrance to the City Shop/Solid Waste and Recycling Facility in order to complete their necessary relocations.

### RECOMMENDATION:

Dedication of these easements to SourceGas is recommended to allow them to proceed with relocations.

### BUDGET IMPACT:

None

**RESOLUTION NO. \_\_\_\_\_**

A RESOLUTION AUTHORIZING TRANSFER OF A NATURAL GAS EASEMENT ON CITY PROPERTY ADJACENT TO HIGHWAY 16 TO SOURCEGAS ARKANSAS INC. AS PART OF THE HIGHWAY 16 IMPROVEMENT PROJECT

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF FAYETTEVILLE, ARKANSAS:**

Section 1. That the City Council of the City of Fayetteville, Arkansas hereby authorizes transfer of a natural gas easement on city property adjacent to Highway 16, and as more particularly described in the attached Exhibit "A", to SourceGas Arkansas Inc. as part of the Highway 16 Improvement Project.

**PASSED and APPROVED** this 1<sup>st</sup> day of May, 2012.

APPROVED:

ATTEST:

By: \_\_\_\_\_  
**LIONELD JORDAN, Mayor**

By: \_\_\_\_\_  
**SONDRA E. SMITH, City Clerk/Treasurer**

## NATURAL GAS EASEMENT

BE IT KNOWN BY THESE PRESENTS:

THAT The City of Fayetteville, Arkansas, a municipal corporation, hereinafter called GRANTOR, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby GRANT, SELL and CONVEY unto the **SourceGas Arkansas Inc., an Arkansas Corporation**, whose address is 655 E. Millsap, Suite 104, Fayetteville, Arkansas 72703, hereinafter called GRANTEE, and unto Grantee's successors and assigns, a permanent easement to survey, construct, install, inspect, maintain, renew, repair, remove, replace and operate pipeline(s) and appurtenances, including all above-ground structures associated therewith, for the transportation of natural gas or any other substance which can be transported by pipeline, in on, over under, upon and through the following described lands situated in the County of Washington, State of Arkansas, to-wit:

### PROPERTY DESCRIPTION:

Part of Lot 2, Final Replat of Fayetteville Industrial Park which is also part of the Southwest Quarter of the Northwest Quarter of Section 23, Township 16 North, Range 30 West, Washington County, Arkansas.

### PERMANENT EASEMENT DESCRIPTION:

A Thirty (30) foot permanent easement beginning in the Northwest corner, thence running Southwest approximately two hundred eighteen (218) feet and ending in an already existing gas easement.

### TEMPORARY CONSTRUCTION AND GRADING EASEMENT DESCRIPTION:

A Twenty (20) foot temporary construction easement adequate to lay the line.

Together with the rights, easements, and privileges in or to said lands which may be required for the full enjoyment of the rights herein granted.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such pipeline and appurtenances or any part thereto shall be maintained, together with free ingress to and egress from the real estate first hereinabove described for the uses and purposes hereinabove set forth.

The said Grantor is to fully use and enjoy the said premises except for the purposes hereinbefore granted to the said Grantee.

The Grantor agrees not to erect any buildings or structures in said permanent easement.

Upon completion of construction activities, the Grantee shall restore all disturbed areas or facilities to like or better conditions prior to the commencement of construction activities.

The Grantee shall have the right to construct additional pipe lines upon the above described easement at any time in the future and agrees to pay any damages as a result of such future construction as set out in this easement.

The consideration first above recited as being paid to Grantor by Grantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

It is hereby understood and agreed that the party securing this document in behalf of the Grantee is without authority to make any covenant or agreement not herein expressed.



WITNESS the execution hereof on this the \_\_\_\_\_ day of \_\_\_\_\_, 2011.

**CITY OF FAYETTEVILLE, ARKANSAS**  
**A Municipal Corporation**

By: \_\_\_\_\_  
Lioneld Jordan, Mayor

ATTEST:

\_\_\_\_\_  
Sondra Smith, City Clerk

[SEAL]

**ACKNOWLEDGMENT**

STATE OF ARKANSAS  
COUNTY OF

)  
ss.

BE IT REMEMBERED, that on this date, before the undersigned, a duly commissioned and acting Notary Public within and for said County and State, personally appeared \_\_\_\_\_, to me well known as the persons who executed the foregoing document, and who stated and acknowledged that they are the **Mayor** and **City Clerk**, respectively, of the **City of Fayetteville, Arkansas, a Municipal Corporation**, and are duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said City of Fayetteville, Arkansas, and further stated and acknowledged that they had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

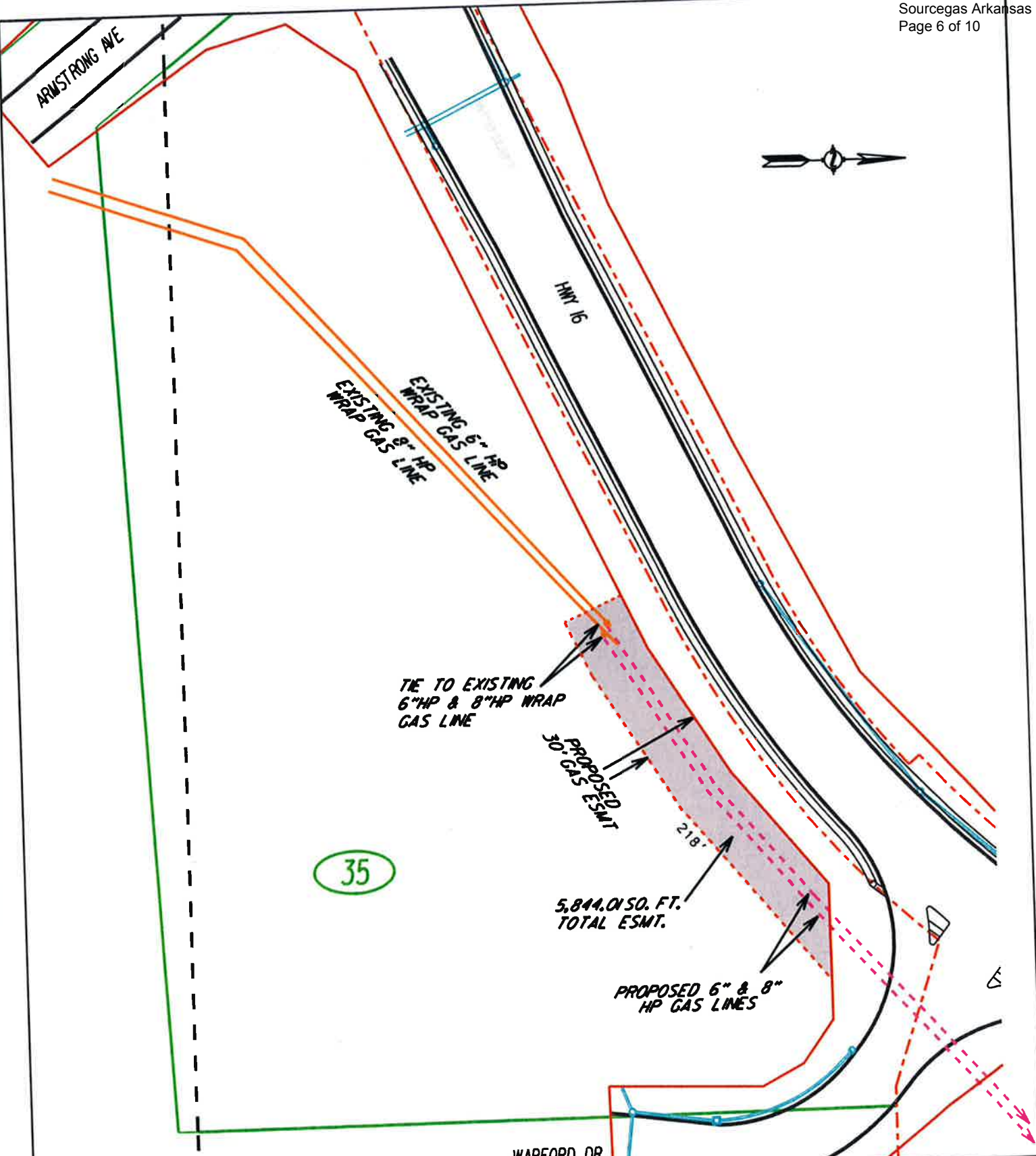
WITNESS my hand and seal on this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

MY COMMISSION EXPIRES:

\_\_\_\_\_

\_\_\_\_\_  
Notary Public

Easement Legal Descriptions  
Furnished and written by:  
Roller Land Services, LLC  
Nancy Roller  
Barbara Fairbanks



35

TIE TO EXISTING  
6"HP & 8"HP WRAP  
GAS LINE

PROPOSED  
30' GAS ESMT

5,844.01 SQ. FT.  
TOTAL ESMT.

PROPOSED 6" & 8"  
HP GAS LINES

WARFORD DR.

SourceGas Arkansas Inc.	
CITY OF FAYETTEVILLE TRACT 35 GAS ESMT. EXHIBIT	
DRAWN: KS	DATE: 1/27/2012
SCALE: 1"=60'	FILENAME: 11-188.DGN

## NATURAL GAS EASEMENT

BE IT KNOWN BY THESE PRESENTS:

THAT The City of Fayetteville, Arkansas, a municipal corporation, hereinafter called GRANTOR, for and in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby GRANT, SELL and CONVEY unto the **SourceGas Arkansas Inc., an Arkansas Corporation**, whose address is 655 E. Millsap, Suite 104, Fayetteville, Arkansas 72703, hereinafter called GRANTEE, and unto Grantee's successors and assigns, a permanent easement to survey, construct, install, inspect, maintain, renew, repair, remove, replace and operate pipeline(s) and appurtenances, including all above-ground structures associated therewith, for the transportation of natural gas or any other substance which can be transported by pipeline, in on, over under, upon and through the following described lands situated in the County of Washington, State of Arkansas, to-wit:

PROPERTY DESCRIPTION: (Deed reference Book 98 Page 36970)

Part of the West Half of the Southwest Quarter of the Southeast Quarter of the Northwest Quarter of Section Twenty-three in Township Sixteen North of Range Thirty West, more particularly described as follows, to-wit; Commencing at the Southwest corner of said five acre tract and running thence East 290 feet; thence North 370 feet; thence West 255 feet; thence North 170 feet; thence West 35 feet; thence South 540 feet to the point of beginning, containing 2.60 acres, more or less.

PERMANENT EASEMENT DESCRIPTION:

A Twenty (20) foot permanent easement beginning forty-five (45) feet from the Northwest corner, thence running South approximately one hundred ninety-three (193) feet and ending, all being adjacent and parallel to the East Right-of-Way of Warford Drive, Fayetteville, Arkansas.

TEMPORARY CONSTRUCTION AND GRADING EASEMENT DESCRIPTION:

A Twenty (20) foot temporary construction easement adequate to lay the line.

Together with the rights, easements, and privileges in or to said lands which may be required for the full enjoyment of the rights herein granted.

TO HAVE AND TO HOLD unto said Grantee, its successors and assigns, so long as such pipeline and appurtenances or any part thereto shall be maintained, together with free ingress to and egress from the real estate first hereinabove described for the uses and purposes hereinabove set forth.

The said Grantor is to fully use and enjoy the said premises except for the purposes hereinbefore granted to the said Grantee.

The Grantor agrees not to erect any buildings or structures in said permanent easement.

Upon completion of construction activities, the Grantee shall restore all disturbed areas or facilities to like or better conditions prior to the commencement of construction activities.

The Grantee shall have the right to construct additional pipe lines upon the above described easement at any time in the future and agrees to pay any damages as a result of such future construction as set out in this easement.

The consideration first above recited as being paid to Grantor by Grantee is in full satisfaction of every right hereby granted. All covenants and agreements herein contained shall extend to and be binding upon the respective heirs, legal representatives, successors and assigns of the parties hereto.

It is hereby understood and agreed that the party securing this document in behalf of the Grantee is without authority to make any covenant or agreement not herein expressed.

WITNESS the execution hereof on this the \_\_\_\_\_ day of \_\_\_\_\_, 2011.

**CITY OF FAYETTEVILLE, ARKANSAS  
A Municipal Corporation**

By: \_\_\_\_\_  
Lioneld Jordan, Mayor

ATTEST:

\_\_\_\_\_  
Sondra Smith, City Clerk

[SEAL]

**ACKNOWLEDGMENT**

STATE OF ARKANSAS )  
                                  )  
COUNTY OF          )

ss.

BE IT REMEMBERED, that on this date, before the undersigned, a duly commissioned and acting Notary Public within and for said County and State, personally appeared \_\_\_\_\_, to me well known as the persons who executed the foregoing document, and who stated and acknowledged that they are the **Mayor** and **City Clerk**, respectively, of the **City of Fayetteville, Arkansas, a Municipal Corporation**, and are duly authorized in their respective capacities to execute the foregoing instrument for and in the name and behalf of said City of Fayetteville, Arkansas, and further stated and acknowledged that they had so signed, executed and delivered said instrument for the consideration, uses and purposes therein mentioned and set forth.

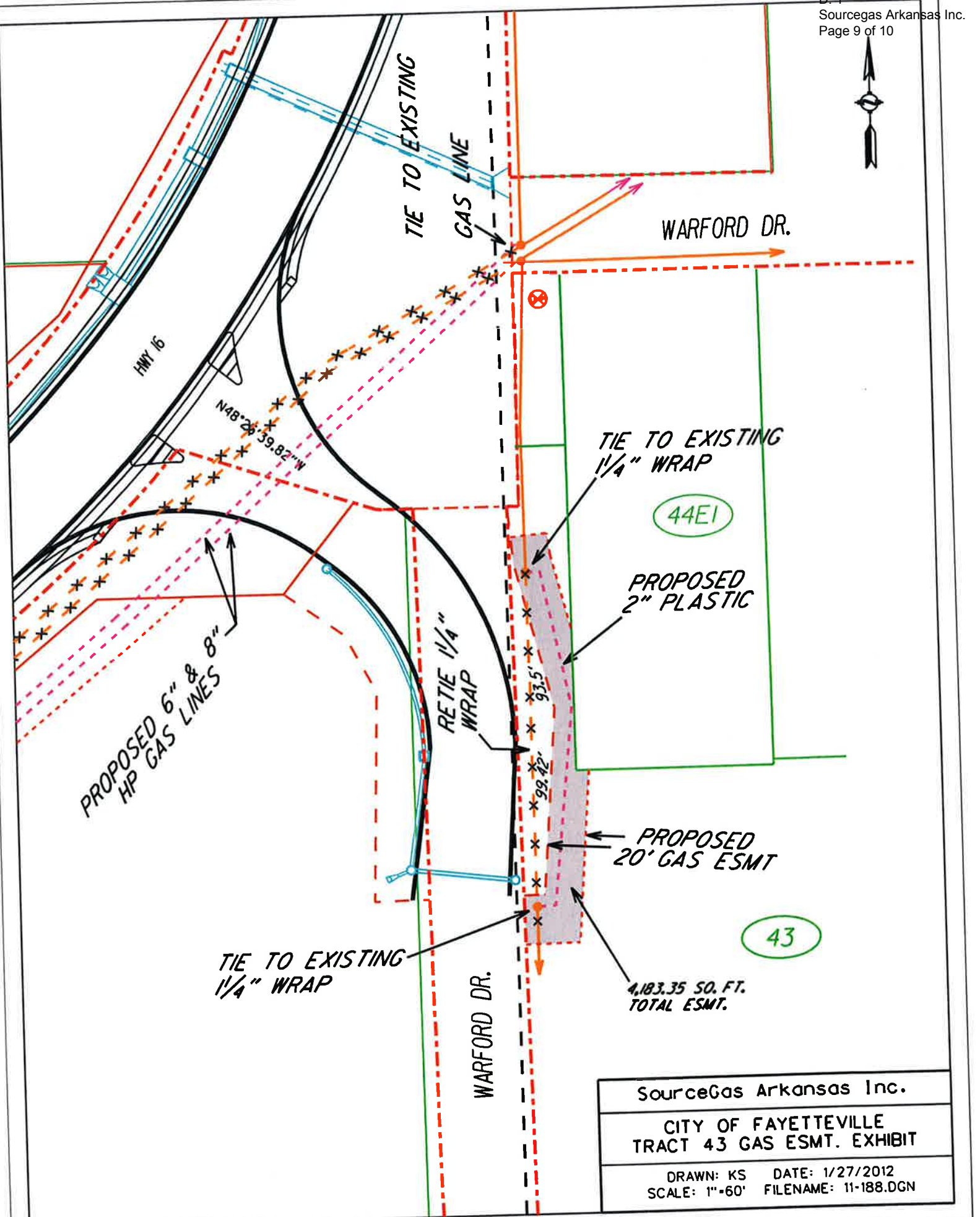
WITNESS my hand and seal on this \_\_\_\_\_ day of \_\_\_\_\_, 2011.

MY COMMISSION EXPIRES:

\_\_\_\_\_  
Notary Public

Easement Legal Descriptions  
Furnished and written by:  
Roller Land Services, LLC  
Nancy Roller  
Barbara Fairbanks





SourceGas Arkansas Inc.	
CITY OF FAYETTEVILLE TRACT 43 GAS ESMT. EXHIBIT	
DRAWN: KS	DATE: 1/27/2012
SCALE: 1"=60'	FILENAME: 11-188.DGN

