

1 **RESOLUTION NO. _____**

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3 **A RESOLUTION TO GRANT TEXAS EASTERN TRANSMISSION, LP AN**
4 **EASEMENT TO RELOCATE A PIPE LINE WITHIN CERTAIN PARK**
5 **LAND WITHIN THE CITY OF LITTLE ROCK, ARKANSAS, AS**
6 **REQUIRED; TO RATIFY THE GRANT OF AN EASEMENT BY THE**
7 **LITTLE ROCK AIRPORT COMMISSION TO TEXAS EASTERN**
8 **TRANSMISSION, LP; AND FOR OTHER PURPOSES.**

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10 **WHEREAS**, Texas Eastern Transmission, LP (“Texas Eastern”), has had easements with the City
11 originally sponsored by the Federal Government to permit the transmission of natural gas outside the City
12 of Little Rock, Arkansas (“City”), and there is no commercial activity within the City that would provide
13 the necessary nexus to assess a franchise or any other levy; and,

14 **WHEREAS**, has determined that it is necessary to change the location where this pipeline crosses the
15 Arkansas River and is required to do so;

16 **NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CITY**
17 **OF LITTLE ROCK, ARKANSAS:**

18 **Section 1.** The Mayor, City Manager, City Clerk, and any other necessary City Officials are hereby
19 authorized to execute an Easement Agreement in substantially the format as Exhibit A to this resolution,
20 and to agree to have such an easement filed of record, or any other appropriate documents filed of record.

21 **Section 2.** The City and Texas Eastern agree that this is easement shall be subject to the utility
22 relocation policy of the City of Little Rock, Arkansas.

23 **Section 3.** The Mayor, City Manager, City Clerk, and any other necessary City Officials are hereby
24 authorized to execute an Easement Agreement in substantially the format as Exhibit B to this resolution,
25 and to agree to have such easement filed of record, or another other appropriate documents filed of record,
26 to complete the approval of the Little Rock Airport Commission on May 16, 2017, in Item No. CA-17-
27 0505, to permit the installation of an underground twenty-four (24)-inch natural gas pipeline and to grant
28 easements to Texas Eastern.

29 **Section 4. *Severability.*** In the event any title, section, paragraph, item, sentence, clause, phrase, or
30 word of this resolution is declared or adjudged to be invalid or unconstitutional, such declaration or
31 adjudication shall not affect the remaining portions of this resolution, which shall remain in full force and
32 effect as if the portion so declared or adjudged invalid or unconstitutional were not originally a part of the
33 resolution.

1 **Section 5. Repealer.** All laws, ordinances and resolutions, or parts of the same, that are inconsistent
2 with the provisions of this resolution, are hereby repealed to the extent of such inconsistency.

3 **ADOPTED: June 6, 2017**

4 **ATTEST:**

APPROVED:

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6 _____
7 **Susan Langley, City Clerk**

_____ **Mark Stodola, Mayor**

8 **APPROVED AS TO LEGAL FORM:**

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10 _____
11 **Thomas M. Carpenter, City Attorney**

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1 **EXHIBIT A**
2 **GRANT OF EASEMENT**

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4 **STATE OF ARKANSAS}**
5 **COUNTY OF PULASKI}**
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7 **KNOW ALL BY THESE PRESENTS**, that the undersigned City of Little Rock, Arkansas, whose
8 mailing address is 500 West Markham Street, Suite 108, Little Rock, AR, 72201(hereinafter called
9 “Grantor”, whether one or more), for and in consideration of the sum of Ten Dollars (\$10.00) and other
10 valuable consideration paid by Texas Eastern Transmission, LP, a Delaware limited partnership whose
11 address is 5400 Westheimer Court, Houston, Texas, 77056 (hereinafter called “Grantee”), the receipt and
12 sufficiency of which is hereby acknowledged, does hereby give, grant, bargain, sell and convey unto
13 Grantee, its successors and assigns, a permanent easement (“Easement”) for the purpose of constructing,
14 laying, maintaining, operating, inspecting, altering, repairing, replacing, removing, reconstructing,
15 relocating, changing the size of, abandoning and removing a pipeline or pipelines, and any and all necessary
16 or useful appurtenances thereto, including but not limited to fittings, tie-overs, valves, tap valves, cathodic
17 protection devices, rectifiers, pig launchers and receivers, fences, pipeline markers, pipeline data
18 acquisition and telecommunication equipment, electric service for same, roads and other appurtenant
19 facilities whether above or below ground (“Pipeline Facilities”), all of which shall be and remain the
20 property of Grantee, for the transportation of natural gas and all by-products thereof or any liquids, gases
21 or substances which can be transported through pipelines, under, upon, over and through lands which
22 Grantor owns or in which Grantor has an interest, situated in the County of Pulaski, State of Arkansas, more
23 particularly described as follows:

24 Being the land described in a Deed from Housing Authority of the City of Little Rock, Arkansas to the
25 herein Grantor, dated August 4, 1972 and recorded in Deed Book 1208; Page 533 in the records of Pulaski,
26 Arkansas (“Grantor’s Land”).

27 A tract of land situated in the SE 1/4 , Section 1, Township 1 North, Range 12 West, Little Rock,
28 Pulaski County, Arkansas which includes part of the N ½ of Lot 5, Pope’s 1000 Acres Grant, more
29 particularly described as follows: commencing at the southwest corner of the N ½ of said Lot 5; thence
30 east seventy (70) feet; thence N 8° E 273 feet to the point of beginning; thence N 8° E 487.8 feet; thence S
31 83° 30’ E. 609.8 feet; thence N 8° E 646.5 feet to the existing south bank of the Arkansas River (date of
32 deed 10/29/69); thence S 85° 00’ E along said bank; thence S 81° 10’ E 320.8 feet along said south bank;
33 thence S 7° 59’ W along the west line of Harrington Street 565 feet to the southeast corner of Block 4
34 Weil’s Addition; thence westerly along the south line of said Block 4 a distance of 300 feet to a point on

1 the east line of said Lot 5; thence S 7° 42' W 11.9 feet; thence N 83° 30' W 20 feet; thence S 7° 42' W
2 parallel to and twenty (20) feet west of the east line of said Lot 5, a distance of 15.6 feet to a point; thence
3 N 89° 52' W a distance of 582.2 feet; thence S 16° 42' W 370.1 feet; thence S 9° 30' W a distance of 80.5
4 feet to a point on the north line of East 6th Street; thence N 87° 33' W along said north line of East 6th Street
5 602.4 feet; thence N 8° E 62.6 feet; thence east eight (8) feet to the point of beginning containing 21.39
6 acres, more or less, and all lands, if any located north and adjoining the above described tract of land and
7 south of the Arkansas River, including all accretions to the above described tract.

8 The Easement herein granted shall be a total width of fifty (50) feet, extending twenty-five (25) feet on
9 each side of the Easement from the centerline of the pipeline to be first laid hereunder, and as generally
10 shown on the drawing, which is attached hereto as Exhibit A and made part hereof. Said drawing is
11 preliminary, and the location of said Easement shall be fixed and determined by the pipeline as first installed
12 on Grantor's Land. The Easement may not be relocated or materially changed without the written
13 permission of Grantee, which permission shall not be unreasonably withheld, conditioned, or delayed,
14 granted in an instrument in recordable form that specifically refers to this Grant of Easement.

15 Also included in this Grant of Easement is a temporary easement for the use of an additional temporary
16 workspace, adjacent to and parallel with the Easement where available, for construction, operation, and
17 maintenance purposes.

18 Grantee shall pay Grantor the fair market value at the time of construction of the Pipeline Facilities for
19 any and all damages to growing crops, cultivated land, pasturage, timber, fences, drain tile, or existing
20 buildings of Grantor resulting from the exercise of the rights herein granted. After the Pipeline Facilities
21 have been constructed hereunder, Grantee shall pay such damages which may arise to the annual growing
22 crops from the maintenance, alteration, repair, removal, reconstruction, or replacement of the Pipeline
23 Facilities, but it shall not be liable for such damages in the future caused by keeping the Easement clear of
24 trees, undergrowth, brush, structures, or any other obstructions. Grantor also agrees to execute a release
25 upon receipt of payment, for damages as provided above.

26 The permanent easement rights granted herein shall extend to and include the free and full right of
27 ingress and egress over and across said Grantor's Land and other adjacent lands Grantor owns or leases,
28 now or in the future on roads or ways, as may exist from time to time or as Grantee may construct, to and
29 from said Easement for Grantee's exercise for the rights granted herein.

30 This Grant of Easement shall include, and Grantee shall have, all other rights and benefits necessary or
31 convenient for the full enjoyment of the use of the rights herein granted, including but not limited to: the
32 rights to limit access to, over, and across the Easement; to remove, clear and to keep clear, at any time in
33 Grantee's sole and absolute discretion and with no additional compensation to Grantor, all buildings, walls
34 or similar structures, above or below ground swimming pools, decks, pipelines and conduits, septic systems,

1 leach fields, wells, rocks, trees, brush, limbs, road along and with the Easement and any other structures or
2 obstructions in or on the Easement which might interfere with the use of the Easement or the free and full
3 right of ingress and egress; and to limit activities, including timber operations, on the Easement; and to do
4 any other lawful activities which are incidental to or helpful for the intended uses of the Easement set forth
5 above.

6 Grantor shall not change the grade of, excavate, fill or flood the Easement, or interfere with the
7 vegetative maintenance activities to the extent deemed necessary by Grantee without obtaining the
8 Grantee's prior written consent, which consent may be withheld in Grantee's sole discretion.

9 All pipelines shall be buried to a depth required by applicable laws and regulations.

10 The rights, title and privileges herein granted may, in whole or in part, be sold, leased, assigned,
11 pledged, and mortgaged, and shall be binding upon and inure to the benefit of the parties hereto, their
12 respective heirs, executors, administrators, successors, assigns and legal representatives.

13 The failure of Grantee to exercise any rights herein conveyed in any single instance shall not be
14 considered a waiver of such rights and shall not bar Grantee from exercising any such rights in the future,
15 or if necessary, seeking an appropriate remedy in conjunction with such rights.

16 The Grantee acknowledges that the City's utility relocation policy applies to this particular easement
17 and agrees that it will be bound by such policy. Grantee does not waive any of its rights under the Federal
18 Natural Gas Act.

19 **IN WITNESS WHEREOF**, the GRANTOR herein has duly executed this Grant of Easement this
20 ____ day of _____, 20__.

21 **WITNESS:** **GRANTOR: City of Little Rock, Arkansas**
22
23 _____ **By:** _____
24 _____ **Name: Mark Stodola**
25 _____ **Title: Mayor**

26 This Document Prepared by and Return Recorded Document to:
27 Spectra Energy Transmission, LLC
28 Rights-of-Way & Land Department.
29 5400 Westheimer Court
30 Houston, Texas 77056

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1 **STATE OF ARKANSAS}**

2 **COUNTY OF PULASKI}**

3 This instrument was acknowledged before me on _____ by
4 Mark Stodola, Mayor of the City of Little Rock, Arkansas, on behalf of City of Little Rock, Arkansas
5 pursuant to Little Rock, Ark., Resolution No. _____ (June 6, 2017).

6 **GIVEN UNDER MY HAND AND SEAL OF OFFICE** this the _____ day of _____
7 _____, 20.

8 _____

9 City Clerk

10 My commission expires: _____

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12 **[ANY NECESSARY EXHIBITS]**

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EXHIBIT B

Line No. 1
R/W No. 85
County/State Pulaski, AR

GRANT OF EASEMENT

STATE OF ARKANSAS
COUNTY OF _____



KNOW ALL BY THESE PRESENTS, that the undersigned Little Rock Municipal Airport Commission, the City of Little Rock, Arkansas and City of Little Rock, Arkansas, for the use and benefit of the Little Rock Municipal Airport Commission, whose mailing address is 500 West Markham, Suite 108, Little Rock AR 72201, (hereinafter called "Grantor", whether one or more), for and in consideration of the sum of Ten and 00/100 Dollars (\$10.00) and other valuable consideration paid by Texas Eastern Transmission, LP a Delaware limited partnership, whose address is 5400 Westheimer Court, Houston, Texas 77056 (hereinafter called "Grantee"), the receipt and sufficiency of which is hereby acknowledged, does hereby give, grant, bargain, sell and convey unto Grantee, its successors and assigns, a permanent easement ("Easement") for the purpose of constructing, laying, maintaining, operating, inspecting, altering, repairing, replacing, removing, reconstructing, relocating, changing the size of, abandoning and removing a pipeline or pipelines, and any and all necessary or useful appurtenances thereto, including but not limited to fittings, tie-overs, valves, tap valves, cathodic protection devices, rectifiers, pig launchers and receivers, fences, pipeline markers, pipeline data acquisition and telecommunication equipment, electric service for same, roads and other appurtenant facilities whether above or below ground ("Pipeline Facilities"), all of which shall be and remain the property of Grantee, for the transportation of natural gas and all by-products thereof or any liquids, gases or substances which can be transported through pipelines, under, upon, over and through lands which Grantor owns or in which Grantor has an interest, situated in the County of Pulaski, State of Arkansas, more particularly described as following four tracts of land:

Tract 1

Being the land described as Lots 25 and 26 of Block 5, Weil's Addition in a Deed from Texas Eastern Transmission, LP, to the herein Grantor, dated August 23, 2007, and recorded in Deed Book 2007, Page 7727, in the records of Pulaski County, Arkansas ("Grantor's Land") and being further described therein as follows:

Lots 1, 2, 22, 23, 24, 25, 26, 27, 28 of Block 8, Weil's Addition to the City of Little Rock, Pulaski County, Arkansas;

Lots 2, 27, 28 of Block 7, Weil's Addition to the City of Little Rock, Pulaski County, Arkansas;

Lots 1, 2, 27, 28 of Block 6, Weil's Addition to the City of Little Rock, Pulaski County, Arkansas; and,

Lots 25, 26 of Block 5, Weil's Addition to the City of Little Rock, Pulaski County, Arkansas;

LESS AND EXCEPT:

A right of way and easement to lay, maintain, operate, inspect, alter, repair, remove, reconstruct, change the size of, replace and abandon the existing pipeline or pipelines and any and all necessary or useful appurtenances thereto, including but not limited to fittings, tie-overs, valves, corrosion control equipment, communication equipment, and other apparatus above or below ground, for the transportation of oil, gas, petroleum products or any other liquids, gases, or substances which can be transported through pipelines, the GRANTOR to have the right to select, change, or alter the route before construction under, upon, over and through the lands identified herein, subject to all Little Rock National Airport ("LRNA") safety and security rules, regulations and requirements, including any rules, regulations or requirements imposed upon the LRNA by the Federal Aviation Administration ("FAA"), and subject to all prior easements of record. Said right of way and easement shall be located upon, over and through the lands identified herein and in the plat prepared by Garver Engineers attached hereto as Exhibit A, more particularly described as follows:

Commencing at the southeast corner of Block 8 of said Weil's Addition, thence run N07°08'49"E, 94.22 feet to the Point of Beginning; thence N74°12'59"W, 80.09 feet; thence along a curve to the right having a radius of 91.07 feet and a Chord bearing and distance of N29°18'25"W, 105.32 feet; thence N06°40'04"E, 132.16 feet; thence N88°29'53"W, 176.07 feet; thence N89°58'51"W, 728.44 feet; thence along a curve to the right having a radius of 52.00 feet and a Chord bearing and distance of N46°39'52"W, 71.35 feet; thence N02°17'34"W, 59.41 feet to the north line of Block 5 of said Weil's Addition; thence S89°41'30"E, along said north line of Block 5, 71.37 feet; thence leaving said north Line of Block 5, along a curve to the left having a radius of 77.96 feet and a Chord bearing and distance of S54°58'55"E, 83.17 feet; thence S89°44'13"E, 650.61 feet; thence S89°35'41"E, 181.33 feet; thence along a curve to the right having a radius of 48.00 feet and a Chord bearing and distance of S41°27'36"E, 71.61 feet; thence S06°40'01"W, 136.52 feet; thence along a curve to the left having a radius of 42.00 feet and a Chord bearing and distance of S33°35'33"E, 54.28 feet; thence S73°51'06"E, 48.30 feet to the east line of Block 8 of Weil's Addition; thence S07°08'49"W, along said east line, 59.19 feet to the Point of Beginning, containing 1.86 acres, more or less. The side lines of the described strip are to be lengthened or shortened to terminate in the boundary lines of said tract.

Tract 2

Being the land described in a Deed from Lottie Ruth Chilliest, an unmarried person, surviving spouse of George Chilliest, deceased, died on April 16, 1993, to the herein Grantor, dated April 28, 2006, and recorded in Deed Book 2006, Page 33868, in the records of Pulaski County, Arkansas ("Grantor's Land") and being further described therein as follows:

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4 Lot Twenty-Four (24), Block Five (5), Weil's Addition to the
5 City of Little Rock, Pulaski County, Arkansas. Said lands are
6 contained within Parcel No. 34-010-00-061-00.

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8 **Tract 3**

9 Being the land described in a Deed from Walter L. Johnston, et ux, to the herein Grantor,
10 dated July 20, 1998, and recorded in Deed Book ???, Page ???, in the records of Pulaski County,
Arkansas ("Grantor's Land") and being further described therein as follows:

11 LOTS 2, 3, 4, and 5, BLOCK 5, WEIL'S ADDITION TO THE
12 CITY OF LITTLE ROCK, PULASKI COUNTY, ARKANSAS.

13 **Tract 4**

14 Being the land described in a Redemption Deed from Mark Wilcox, Commissioner of
15 State Lands within the State of Arkansas, to the herein Grantor, dated November 16, 2004, and
16 recorded in Deed Book 2004, Page 98786, in the records of Pulaski County, Arkansas
("Grantor's Land") and being further described therein as follows:

17 Description: *DELINQUENT SPECIALS DUE* Acreage: 0 Lot: 1 Block: 5 Addition:
18 WEILS

Year Forfeited: 93-4 2001 Receipt #: 191780

19 Parcel Number: 34L.010.00-036.00
20

21 The Easement herein granted shall be a total width of fifty feet (50'), extending twenty-
22 five feet (25') on each side of the Easement from the centerline of the pipeline to be first laid
23 hereunder, and as generally shown on the drawing, which is attached hereto as Exhibit "A" and
24 made part hereof. Said drawing is preliminary, and the location of said Easement shall be fixed
25 and determined by the pipeline as first installed on Grantor's Land. The Easement may not be
26 relocated or materially changed without the written permission of Grantee, which permission
27 shall not be unreasonably withheld, conditioned, or delayed, granted in an instrument in
28 recordable form that specifically refers to this Grant of Easement.
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Also included in this Grant of Easement is a temporary easement for the use of an additional temporary workspace, adjacent to and parallel with the Easement where available, for construction, operation, and maintenance purposes.

Grantee shall pay Grantor the fair market value at the time of construction of the Pipeline Facilities for any and all damages to growing crops, cultivated land, pasturage, timber, fences, drain tile, or existing buildings of Grantor resulting from the exercise of the rights herein granted. After the Pipeline Facilities have been constructed hereunder, Grantee shall pay such damages which may arise to the annual growing crops from the maintenance, alteration, repair, removal, reconstruction, or replacement of the Pipeline Facilities, but it shall not be liable for such damages in the future caused by keeping the Easement clear of trees, undergrowth, brush, structures, or any other obstructions. Grantor also agrees to execute a release upon receipt of payment, for damages as provided above.

The permanent easement rights granted herein shall extend to and include the free and full right of ingress and egress over and across said Grantor's Land and other adjacent lands Grantor owns or leases, now or in the future on roads or ways, as may exist from time to time or as Grantee may construct, to and from said Easement for Grantee's exercise for the rights granted herein.

This Grant of Easement shall include, and Grantee shall have, all other rights and benefits necessary or convenient for the full enjoyment of the use of the rights herein granted, including but not limited to: the rights to limit access to, over, and across the Easement; to remove, clear and to keep clear, at any time in Grantee's sole and absolute discretion and with no additional compensation to Grantor, all buildings, walls or similar structures, above or below ground swimming pools, decks, pipelines and conduits, septic systems, leach fields, wells, rocks, trees, brush, limbs, road along and with the Easement and any other structures or obstructions in or on the Easement which might interfere with the use of the Easement or the free and full right of ingress and egress; and to limit activities, including timber operations, on the Easement; and to do any other lawful activities which are incidental to or helpful for the intended uses of the Easement set forth above.

Grantor shall not change the grade of, excavate, fill or flood the Easement, or interfere with the vegetative maintenance activities to the extent deemed necessary by Grantee without obtaining the Grantee's prior written consent, which consent may be withheld in Grantee's sole discretion.

All pipelines shall be buried to a depth required by applicable laws and regulations.

The rights, title and privileges herein granted may, in whole or in part, be sold, leased, assigned, pledged, and mortgaged, and shall be binding upon and inure to the benefit of the parties hereto, their respective heirs, executors, administrators, successors, assigns and legal representatives.

The failure of Grantee to exercise any rights herein conveyed in any single instance shall not be considered a waiver of such rights and shall not bar Grantee from exercising any such

rights in the future, or if necessary, seeking an appropriate remedy in conjunction with such rights.

IN WITNESS WHEREOF, the GRANTOR herein has duly executed this Grant of Easement this ___ day of _____, 2017.

WITNESS:

GRANTOR:

Little Rock Municipal Airport Commission

By: 

Name: Bryan Malinowski

Title: Acting Executive Director

City of Little Rock, Arkansas

By: _____

Name: _____

Title: _____

Line No. 1
RW No. 85
County/State Pulaski, AR

City of Little Rock, Arkansas, for the use and
benefit of the Little Rock Municipal Airport
Commission

By: _____

Name: _____

Title: _____

This Document Prepared by and Return Recorded Document to:

Spectra Energy Transmission, LLC
Rights of Way & Land Dept.
5400 Westheimer Court
Houston, Texas 77056

State of Arkansas

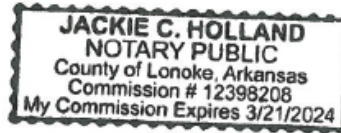
County of Lonoke

On this the 6th day of June, 2017, before me, Jackie C. Holland, the undersigned notary, personally appeared Bryan Malinowski known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained as Acting Executive Director of Little Rock Municipal Airport Commission.

In witness whereof I hereunto set my hand and official seal.

Jackie C. Holland
Notary Public

My Commission expires: 3/21/24



State of Arkansas

County of _____

On this the ____ day of _____, 20____, before me, _____, the undersigned notary, personally appeared _____ known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained as _____ of City of Little Rock.

In witness whereof I hereunto set my hand and official seal.

Notary Public

My Commission expires: _____

State of Arkansas

County of _____

On this the _____ day of _____, 20____, before me, _____, the undersigned notary, personally appeared _____ known to me (or satisfactorily proven) to be the person whose name is subscribed to the within instrument and acknowledged that he executed the same for the purposes therein contained as _____ of City of Little Rock, Arkansas, for the use and benefit of the Little Rock Municipal Airport Commission.

In witness whereof I hereunto set my hand and official seal.

Notary Public

My Commission expires: _____

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