RESOLUTION NO. 2017-1639

A RESOLUTION GRANTING ENTERPRISE FIELD SERVICES, LLC A PERMIT TO CONSTRUCT, OPERATE AND MAINTAIN PIPLINES FOR THE TRANSPORTATION OF NATURAL GAS AND/OR OIL WITHIN THE CITY LIMITS OF THE CITY OF FARMINGTON, NEW MEXICO, IMPOSING CONDITIONS FOR SAID PERMITS, AND TO PROVIDE FOR PLANNING AND MUTUAL CO-OPERATION.

THIS RESOLUTION is made this 22nd day of August, 2017, at a regular meeting of the Farmington City Council.

RECITALS:

Enterprise Field Services, LLC ("Enterprise") operates natural gas pipelines in rights-of-way which pass within the City of Farmington (the "City") which is within the Planning and Platting Jurisdiction of the City.

Enterprise has requested that the Farmington City Council renew Enterprise's permit to operate and maintain such pipelines granted in Resolution No. 85-457 of the Farmington City Council dated August 13, 1985, and request that the Council grant a renewal of the permit, easement and right-of-way to construct, maintain, repair, replace, remove, protect, inspect, modify, change the size of and operate ("Facilities Operations") the pipelines and any related valves, meters, equipment and other appurtenances and any replacements thereof (collectively, the "Facilities") for the transportation of natural gas and/or oil (the "Substances") in, on or under the streets of the City as described in the Exhibit attached hereto and made a part hereof for the sum of Forty Two Thousand Eight Hundred and Seventy-eight Dollars ($42,878.00) paid to the City of Farmington by Enterprise.

The City and Enterprise recognize that many of the Facilities lay within the City. As a result, certain procedures must be implemented to ensure the safety of the Facilities operating through the City and to properly provide for the use of the Facilities and potential concurrent use of the same area.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BODY OF THE CITY OF FARMINGTON, NEW MEXICO:

1. The City does hereby grant a permit to conduct Facilities Operations for the transportation of the Substances within the limits of the City, together with an easement and right-of-way for the Facilities in, on or under the streets of the City, together with the right of ingress and egress to and from, and access on and along the easement and right-of-way for the purpose of conducting Facilities Operations at will, subject to the conditions and requirements set forth herein.

2. This permit, easement and right-of-way shall continue for a period of Twenty-five (25) years from the date hereof and shall extend to Enterprise, its successors and assigns.

CONDITIONS AND REQUIREMENTS

By accepting this permit, Enterprise accepts and agrees to comply with the following:

a) Enterprise shall forever indemnify and hold harmless the City against any claim or claims of any person or persons arising out of any act or omission in connection with Facilities Operations.

b) Enterprise shall submit to the City Engineer all plans and specifications, notify the City Engineer of all work schedules, make proper application for any and all paving cuts and abide by any direction of the City relating to traffic warning devices and other matters specially directed by the City Engineer with regard to any Facilities Operations within the City streets and other City property. Enterprise shall forthwith and upon any new pipeline installation or changes to rights-of-way locations, provide the City with a map of its rights-of-way within the City limits.
c) Enterprise acknowledges that the growth and development of the City may require that the surface or sub-surface rights-of-way change for streets, alleys, utilities and other purposes across Enterprise's rights-of-way at various locations, and Enterprise will grant the right for such uses to cross Enterprise's rights-of-way in a reasonable manner. The City shall require that any such crossing constructed shall be constructed in accordance with Enterprise's requirements to avoid adverse impact upon the Facilities located within the Enterprise rights-of-way at each particular crossing location. When a private development is involved, the City shall require the developer to meet the requirements of Enterprise.

d) Enterprise shall:

1) comply with all applicable ordinances and regulations of the City; and

2) to the extent any Enterprise right-of-way passes within one hundred fifty (150) feet of developed areas and adhering to Farmington Code of Ordinance Sec. 12-2-26 "Duty of property owner", control weeds and vegetation within such right-of-way by mowing or removing, as appropriate, such weeds and vegetation if permission to do so was granted by the property owner in the right-of-way agreement or with permission from the current property owner; and

3) be responsible for the relocation of its Facilities, at the cost of the City, should the Facilities interfere with City projects. Payment for such relocations and reimbursement amounts from the City shall be determined for each relocation request at the time of the request. The City shall provide a suitable alternate right-of-way to Enterprise in advance of relocation should relocation be required. The foregoing shall be done with the objective of eliminating the adverse impact of the rights-of-way on adjacent property owners and of improving appearance and safety on the rights-of-way.

e) Where Enterprise rights-of-way are within developed areas of the City, Enterprise shall endeavor to limit access to such rights-of-way by off-road vehicles to minimize nuisances and unauthorized uses of Enterprise's rights-of-way. The City recognizes that Enterprise needs to retain access to the rights-of-way for maintenance and operation of the Facilities and that it may be practically impossible to eliminate all unauthorized access and use of such rights-of-way, and neither Enterprise nor the City shall be liable to any person for any injury or loss sustained as a result of the use of such rights-of-way by unauthorized persons or vehicles. The City may recommend additional measures to be taken to limit access and Enterprise will consider such recommendations and measures and take such action as mutually agreed to by the City and Enterprise.

f) Enterprise and the City agree that this Resolution supersedes and replaces any other prior resolutions by the City for the benefit of Enterprise (and/or its predecessors) and the City regarding the subject matter of this Resolution.

g) Enterprise and the City shall attempt to identify and eliminate existing problems on rights-of-way within the city limits of the City.

h) The City agrees to provide a map to Enterprise of the current city limits and will update the map periodically, but not less than once per 12 month period. Enterprise agrees to provide an updated map of the location of pipelines within the City and will update the map whenever the city limits change or whenever line location information within the city limits changes.
i) The City and Enterprise agree that this agreement shall apply to land that is annexed into the City during the term of this agreement.

PASSED, APPROVED, SIGNED AND ADOPTED this 22nd day of August, 2017.

[Signature]
Tommy Roberts, Mayor

Seal

Attest:

[Signature]
Dianne Smylie, City Clerk