

**CITY OF EL PASO, TEXAS**  
**DEPARTMENT HEAD'S SUMMARY REQUEST FOR COUNCIL ACTION (RCA)**

**DEPARTMENT:** AIRPORT  
**AGENDA DATE:** July 25, 2006  
**CONTACT PERSON/PHONE:** Patrick T. Abeln, A.A.E. – 780-4724  
**DISTRICT(S) AFFECTED:** 03

*Patrick Abeln*

**SUBJECT:**

**AUTHORIZE** the City Manager to sign a **Temporary Right of Entry**, with a term of 6 months, between the City of El Paso, Grantor, and Chevron Pipe Line Company, Grantee.

**BACKGROUND / DISCUSSION:**

The Temporary Right of Entry is requested by Chevron to conduct surveys related to the possible granting of an easement for pipelines through Airport Property. The pipeline easement with Chevron expired in April 2005 and Chevron Pipe Line Company is requesting a new pipeline easement. In conjunction with their request, the City is requesting that Chevron complete a survey of their pipeline to include depth measurements every 50'.

The easement was originally granted to Standard Oil Company of Texas by the Department of The Army to operate an "...8 5/8" OD petroleum products pipe line with the right to lay one additional pipe line of similar size and construction within said right-of-way." The easement was assigned to Salt Lake Pipeline Co May 13, 1955. Chevron Pipe Line acquired the easement as a successor to Salt Lake Pipe Line Co. Chevron is negotiating with Ft. Bliss for the renewal of that portion of the pipeline easement on Ft. Bliss Military Reservation and Biggs Field. Ft Bliss is also requesting a survey before renewing the existing easement in addition to the City's request for survey.

**PRIOR COUNCIL ACTION:**

N.A.

**AMOUNT AND SOURCE OF FUNDING:**

How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?  
N.A.

**BOARD / COMMISSION ACTION:**

N.A.

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**LEGAL:** (if required) *Ray Teles* **FINANCE:** (if required) \_\_\_\_\_

*Ray Teles*; Asst. City Attorney

**OTHER:** Patrick T. Abeln, A. A. E., Director of Aviation \_\_\_\_\_

(Example: if RCA is initiated by Purchasing, client department should sign also)

*Information copy to appropriate Deputy City Manager*

**APPROVED FOR AGENDA:**

**CITY MANAGER:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

## RESOLUTION

**WHEREAS**, CHEVRON PIPE LINE COMPANY, has requested access onto property owned by the City of El Paso for the completion of surveys necessary for the possible granting of an easement for pipelines through El Paso International Airport property; and,

**WHEREAS**, in order to accomplish the required surveys, it will be necessary for CHEVRON PIPE LINE COMPANY to enter onto property owned by the City of El Paso to conduct such survey through the El Paso International Airport;

**NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO THAT:**

The City Manager is hereby authorized to sign a Temporary Right of Entry allowing CHEVRON PIPE LINE COMPANY access to the property owned by the City of El Paso known as the El Paso International Airport in order to conduct surveys on said property, subject to the requirements and limitations of said Temporary Right of Entry.

**PASSED AND APPROVED THIS 25<sup>TH</sup> DAY OF JULY 2006.**

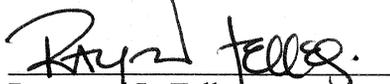
THE CITY OF EL PASO

\_\_\_\_\_  
John F. Cook  
Mayor

ATTEST:

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Raymond L. Telles  
Assistant City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Patrick T. Abeln, A. A. E.  
Director of Aviation

THE STATE OF TEXAS )  
 )  
COUNTY OF EL PASO )

**TEMPORARY RIGHT OF ENTRY**

This Temporary Right of Entry is granted on this \_\_\_\_\_ day of \_\_\_\_\_ 2006, by the CITY OF EL PASO (the "GRANTOR") to CHEVRON PIPE LINE COMPANY (the "GRANTEE").

**WHEREAS**, GRANTEE has requested access to portions of the El Paso International Airport (the "Airport Property"), which is owned by GRANTOR, in order to conduct surveys related to the possible granting of an easement for pipelines through said Airport Property; and,

**WHEREAS**, GRANTOR consents to and approves of the entry onto the Airport Property by GRANTEE and its contractors and subcontractors, subject to the provisions noted herein, for the completion of survey work necessary for the possible granting of said easement through the Airport Property;

**NOW THEREFORE, KNOW ALL BY THESE PRESENTS:**

That GRANTOR as the lawful owner of the Airport Property described more fully in **ATTACHMENT 1**, which is attached hereto and incorporated herein for all purposes, for and in consideration of the sum of TEN AND 00/100 DOLLARS (\$10.00) the receipt and sufficiency of which is hereby acknowledged, paid by GRANTEE, hereby grants a temporary right of entry upon, over, and through the Airport Property described in **ATTACHMENT 1** as necessary to perform the noted surveys and work described herein.

**IT IS EXPRESSLY UNDERSTOOD AND AGREED by the parties that:**

1. Access to the Airport Property shall be granted solely to allow for survey work that is limited to non-invasive activities related to GRANTEE's existing pipeline right of way. Except as may be noted herein, no construction or excavation is permitted through this instrument. GRANTEE shall bear all costs and expenses associated with the survey work contemplated herein. All such surveying work to be performed on the Airport Property shall be completed in a good, workmanlike manner and in accordance with all applicable federal, state, and local laws, rules, and regulations, including but not limited to those associated with a fully operational airport. GRANTEE shall obtain all applicable permits required for the completion of the work contemplated herein. After the survey work is completed, GRANTEE shall restore the Airport Property to substantially the same condition as found prior to commencement of said work, normal wear and tear excepted, and shall immediately remove its equipment or other property from the Airport Property. Further, all work shall be completed in a manner to ensure that

no damage shall be done to the Airport Property. Should any damage occur, GRANTEE shall be fully responsible for the repair of such damage.

2. Except for the temporary rights expressly granted by execution of this instrument and reasonable access, and/or ingress and egress to the property, GRANTOR does not convey any other right, title, or interest in the property herein.
3. Unless extended by written instrument signed by GRANTOR, the rights granted herein shall expire in **six (6) months** from the date first noted above, without regard to whether the referenced survey work has begun or been completed. However, this Temporary Right of Entry may be extended or amended in writing, upon execution of both parties.
4. GRANTEE AGREES TO INDEMNIFY AND HOLD GRANTOR HARMLESS AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, COSTS, AND EXPENSES, INCLUDING INVESTIGATION EXPENSES AND REASONABLE ATTORNEY'S FEES FOR THE DEFENSE OF SUCH CLAIMS AND DEMANDS, ARISING OUT OF OR ATTRIBUTED DIRECTLY, OR INDIRECTLY TO THE OPERATION, CONDUCT, OR MANAGEMENT OF GRANTEE'S ACTIVITIES ON THE AIRPORT PROPERTY, OR FROM ANY BREACH ON THE PART OF GRANTEE OF ANY TERMS OF THIS TEMPORARY RIGHT OF ENTRY, OR FROM ANY ACT OR NEGLIGENCE OF GRANTEE, ITS AGENTS, CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, INVITEES, OR LICENSEES IN OR ABOUT THE AIRPORT PROPERTY INCLUDING CLAIMS AND DAMAGES ARISING IN WHOLE, OR IN PART, FROM THE NEGLIGENCE OF GRANTOR. IN CASE OF ANY ACTION OR PROCEEDING BROUGHT AGAINST GRANTOR BY REASON OF ANY SUCH CLAIM, GRANTEE, UPON NOTICE FROM GRANTOR, AGREES TO DEFEND THE ACTION OR PROCEEDING BY COUNSEL ACCEPTABLE TO GRANTOR.
5. GRANTEE understands and agrees that in the event the Federal Aviation Administration, Transportation Security Administration, or any other regulatory agency assesses a civil penalty against the GRANTOR or the El Paso International Airport for any violation of applicable security regulations, including but not limited to 49 CFR 1540 and 49 CFR 1542, and such civil penalty shall be imposed as a result of any act or failure to act on the part of the GRANTEE, its agents, contractors, subcontractors, employees, invitees, or licensees, GRANTEE will immediately reimburse the GRANTOR in the amount of the civil penalty assessed.
6. All persons requiring access to the Airport Property shall be subject to the security clearance and identification badge requirements required of all persons entering the secured Airport Property. Failure to fully comply with such requirements may result in the termination of this Temporary Right of Entry. Upon completion of the security clearance and badge requirements, GRANTOR

shall provide each person requiring access an identification badge. Issuance of such badges shall also require payment of a refundable fee by GRANTEE of THIRTY-FIVE AND 00/100 DOLLARS (\$35.00) per badge. Upon termination or cancellation of this Temporary Right of Entry for whatever reason or upon completion of GRANTEE's survey work contemplated herein, GRANTEE shall immediately return all identification badges to the Director of Aviation. Upon receipt of such badges, GRANTOR shall reimburse GRANTEE for each returned badge. GRANTEE shall immediately notify GRANTOR of the loss of any badge. Further, in order to replace any lost badge, GRANTEE shall be required to complete the application and badge process again, including payment of the refundable application fee noted above and completion of the security clearance and badge issuance process.

7. In completing the referenced survey work, GRANTEE anticipates the use of various contractors and subcontractors. Upon GRANTEE's selection of such contractors and subcontractors, GRANTEE shall provide written notice of each contractor and subcontractor to GRANTOR. Due to the secure nature of the Airport Property, only those contractors or subcontractors that have successfully completed the security clearance and badge requirements noted within this Temporary Right of Entry shall be granted access to the Airport Property.
8. GRANTEE and its contractors or subcontractors shall coordinate the survey work with the Department of Aviation in advance, so as to minimize any potential interference with the performance of GRANTOR's use of the property. GRANTEE shall provide a daily work schedule to the Director of Aviation, identifying the location of the GRANTEE, its contractors, and its subcontractors each day for which access to the Airport Property is required. GRANTEE's activities on the Airport Property shall be limited to the period between **8:00 a.m. and 5:00 p.m., Monday through Friday**. GRANTEE shall request and receive written approval from the Director of Aviation for any deviation to these set work periods. Specific access points to be utilized by GRANTEE for the Airport Property shall be determined by GRANTOR. GRANTOR shall not unreasonably restrain the work of the GRANTEE. It is expressly understood and agreed, however, that the Airport Property is located within an operating airport and the daily operations of such airport are not to be disrupted in any way by any work contemplated by this instrument.
9. GRANTEE agrees to abide by all security precautions and procedures established by GRANTOR and applicable regulatory agencies, including but not limited to the use of escorts while in secured areas. GRANTEE shall require escorts while in the Movement Area ("MA") and the Air Operations Area ("AOA"). However, no escort will be necessary for GRANTEE's activities within the Outer Perimeter Area ("OPA"). The MA, AOA, and OPA are more fully described in **ATTACHMENT 1**. Airport Operations Officers, or their designees, shall be required to escort GRANTEE, its contractors, and subcontractors while in the MA. All costs related to the provision of escorts through the MA shall be paid by GRANTEE directly to the

Department of Aviation at a rate of THIRTY FIVE AND 00/100 DOLLARS (\$35.00) per hour, per employee. Further, while in the AOA, GRANTEE shall be responsible for providing an escort through a private security service approved in advance by the Director of Aviation. This private security service shall be responsible for escorting GRANTEE and its contractors and subcontractors at all times, while in the AOA. All costs related to such private security service shall be the sole responsibility of GRANTEE. GRANTEE shall not require any escort while in the OPA area. However, access to the OPA shall require the appropriate security clearance and badge requirements noted herein.

10. This instrument shall be governed, construed, and enforced in accordance with the laws of the State of Texas. Any controversy arising out of or connected with this Agreement or the underlying work shall be instituted and maintained in the courts of the State of Texas, County of El Paso.
11. Nothing in this Temporary Right of Entry shall be construed as creating the relationship of employer and employee or agent between any of the parties named herein.
12. GRANTOR, by granting this Temporary Right of Entry, does not warrant or represent that any permission for a pipeline easement or other right shall be granted to GRANTEE. This instrument merely grants a temporary right of entry for the sole purpose of performing a survey as referenced herein. The Parties expressly understand and agree that the granting of any related easement or other such rights shall require the execution of additional instruments and/or proper legal actions.
13. All notices provided to be given under this Temporary Right of Entry shall be given by certified or registered mail, return receipt requested, postage fully prepaid, addressed to the proper party at the following addresses:

GRANTOR: Director of Aviation  
El Paso International Airport  
6701 Convair Rd.  
El Paso, Texas 79925-1091

GRANTEE: Chevron Pipe Line Company  
6325 Trowbridge  
El Paso, Texas 79905  
ATTN: Robert Vandivort

Any notice so given shall be deemed properly delivered, given, served, or received on the date shown on the return receipt for delivery, rejection, or undeliverable. Any party may change the address to which notices shall thereafter be given upon five (5) days prior written notice to the other in the manner set forth in this paragraph.

14. GRANTEE shall not assign, sublet, sell, convey, or transfer all or any part of this Temporary Right of Entry in any way without the prior written consent of GRANTOR. Any attempt to transfer or assign without the prior written consent of GRANTOR shall be void and may result in the termination of this instrument.

EXECUTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_ 2006.

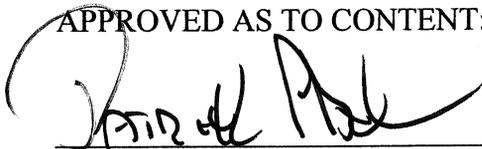
GRANTOR:  
CITY OF EL PASO, TEXAS

\_\_\_\_\_  
Joyce A. Wilson  
City Manager

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Raymond L. Telles  
Assistant City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Patrick T. Abeln, A.A.E.  
Director of Aviation

#### ACKNOWLEDGMENT

THE STATE OF TEXAS    )  
  )  
COUNTY OF EL PASO    )

This instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_ 2006,  
by **Joyce A. Wilson**, as **City Manager** of the **City of El Paso**.

\_\_\_\_\_  
**Notary Public, State of Texas**

EXECUTED THIS 11<sup>th</sup> DAY OF July 2006.

GRANTEE:  
CHEVRON PIPE LINE COMPANY

By: V.S. Recchi

Name: V.S. Recchi

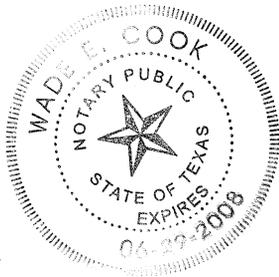
Title: Attorney-In-Fact

**ACKNOWLEDGMENT**

THE STATE OF TEXAS )

COUNTY OF HARRIS )

This instrument was acknowledged before me this 11 day of July 2006,  
by V.S. Recchi as ATTORNEY-IN-FACT of CHEVRON PIPE LINE COMPANY.



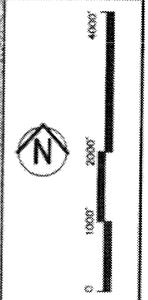
Wade E. Cook  
Notary Public, State of TEXAS



MAY 2006

LEGEND:

	MOVEMENT AREA
	AIR OPERATIONS AREA
	AIRPORT PROPERTY
	CHEVRON PIPELINE
	OUTER PERIMETER



EL PASO INTERNATIONAL AIRPORT  
**CHEVRON**  
 RIGHT-OF-ENTRY AGREEMENT



CITY OF EL PASO

ATTACHMENT 1