CITY OF COFFEYVILLE
BOARD OF COMMISSIONERS AGENDA ITEM

MEETING DATE	07/14/2015	
RESOLUTION OR ORDINANCE NUMBER	R-15-82	
AGENDA TITLE	Access Agreement for Coffeyville Resources Refining & Marketing, LLC	
REQUESTING DEPARTMENT	Engineering	
PRESENTER	Thomas Osborn, Engineering Technician	
FISCAL INFORMATION	Cost as recommended:	
	Budget Line Item:	
	Balance Available	
	New Appropriation Required:	[ ] Yes [x] No
PURPOSE	Exicute an access agreement between the City of Coffeyville and Coffeyville Resources Refining & Marketing, LLC.	
BACKGROUND	Coffeyville Resources Refining & Marketing, LLC is building a natural gas pipeline to provide natural gas to their facilities. They are requesting an access agreement to allow them to cross city owned property on the east side of CR 5100 (Sunflower) for purposes of accessing their pipeline easement.	
SPECIAL NOTES		
ANALYSIS		
PUBLIC INFORMATION PROCESS		

BOARD OR COMMISSION RECOMMENDATION	
STAFF RECOMMENDATION	Staff recommends execution of an access agreement with Coffeyville Resources Refining & Marketing, LLC.
REFERENCE DOCUMENTS ATTACHED	CVR Access Agreement.pdf

RESOLUTION NO. R-15-82

A RESOLUTION TO AUTHORIZE THE EXECUTION OF AN ACCESS AGREEMENT IN FAVOR OF COFFEYVILLE RESOURCES REFINING & MARKETING, LLC.

BE IT RESOLVED by the Board of Commissioners of the City of Coffeyville, Kansas, that the Mayor is hereby authorized to execute an Access Agreement to a certain portion of property owned by the City of Coffeyville as labeled in Exhibit A in favor of Coffeyville Resources Refining & Marketing, LLC, for construction of a pipeline as labeled in Exhibit B.

Adopted this 14th day of July 2015.

_____
Christopher V. Williams, Mayor

ATTEST:

_____
Cindy Price, City Clerk

Approved as to Form and Legality:

_____
Paul Kritz, City Attorney

ACCESS AGREEMENT

This Access Agreement ("**Agreement**") is made as of _____, 2015 between City of Coffeyville ("**Grantor**"), and Coffeyville Resources Refining & Marketing, LLC, a Delaware limited liability company ("**Grantee**").

WHEREAS, Grantor is the owner of certain land located in Montgomery County, Kansas, the legal description of which is set forth on **Exhibit A** hereto, and a depiction of which is set forth on **Exhibit B** hereto (the "**Property**");

WHEREAS, Grantee has constructed, or will construct, a pipeline and appurtenances thereto for the transportation of liquids, gases, solids, or combinations thereof, together with gate boxes, valves, devices, and appropriate markers (collectively, the "**Pipeline**"), which Pipeline traverses, or will traverse, the Property; and

WHEREAS, Grantee desires access to the Pipeline through the Property, and Grantor is willing to grant and provide such access, as more particularly set forth in this Agreement.

NOW, THEREFORE, for the promises made herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee, intending to be legally bound, hereby agree as follows:

1. **Access**. Grantor hereby grants and conveys to Grantee a perpetual right of access to the Property, with the right of ingress and egress to and from the Pipeline, for purposes of accessing, surveying, constructing, operating, maintaining, protecting, inspecting, repairing, upgrading, modifying, and adding to, the Pipeline. Grantee shall confine its routes of ingress to and egress from the Pipeline to the area depicted on **Exhibit B** hereto, except when such area is not reasonably traversable, in which case Grantee shall confine its routes of ingress and egress to the minimum reasonably required for Grantee's operations. All such temporary routes of access shall be restored to the same or substantially similar condition and contour promptly following completion of Grantee's operations. Any permanent routes of access shall be maintained in good, graveled and traversable condition, and Grantor shall be entitled to utilize such routes so long as such use does not interfere with Grantee's use or the safety or operation of the Pipeline.

2. **Damage and Repair**. Grantee shall pay Grantor for damages which may arise to crops, trees, drain tile, fences and buildings on the Property from the exercise of the rights herein conferred except to the extent caused by the negligence or misconduct of Grantor or Grantor's agents.

3. **Successors and Assigns**. Grantor and Grantee hereby acknowledge and agree that the rights conferred by this Agreement are intended to, and do, constitute covenants that run with the land and shall inure to the benefit of and be binding upon the parties and their respective grantees, heirs, successors and assigns.

4. **Abandonment**. In the event the Pipeline is not used for a continuous period of thirty-six (36) months, this Agreement and all rights granted hereunder shall terminate.

1. **Counterparts**. This Agreement may be executed in counterparts, each of which shall be deemed an original, and all of which taken together shall constitute one instrument.

IN WITNESS WHEREOF, Grantor and Grantee have executed this Agreement as of the date first set forth above.

GRANTOR:

City of Coffeyville

By: _____

Name: _____

Title: _____

GRANTEE:

Coffeyville Resources Refining & Marketing, LLC

By: _____

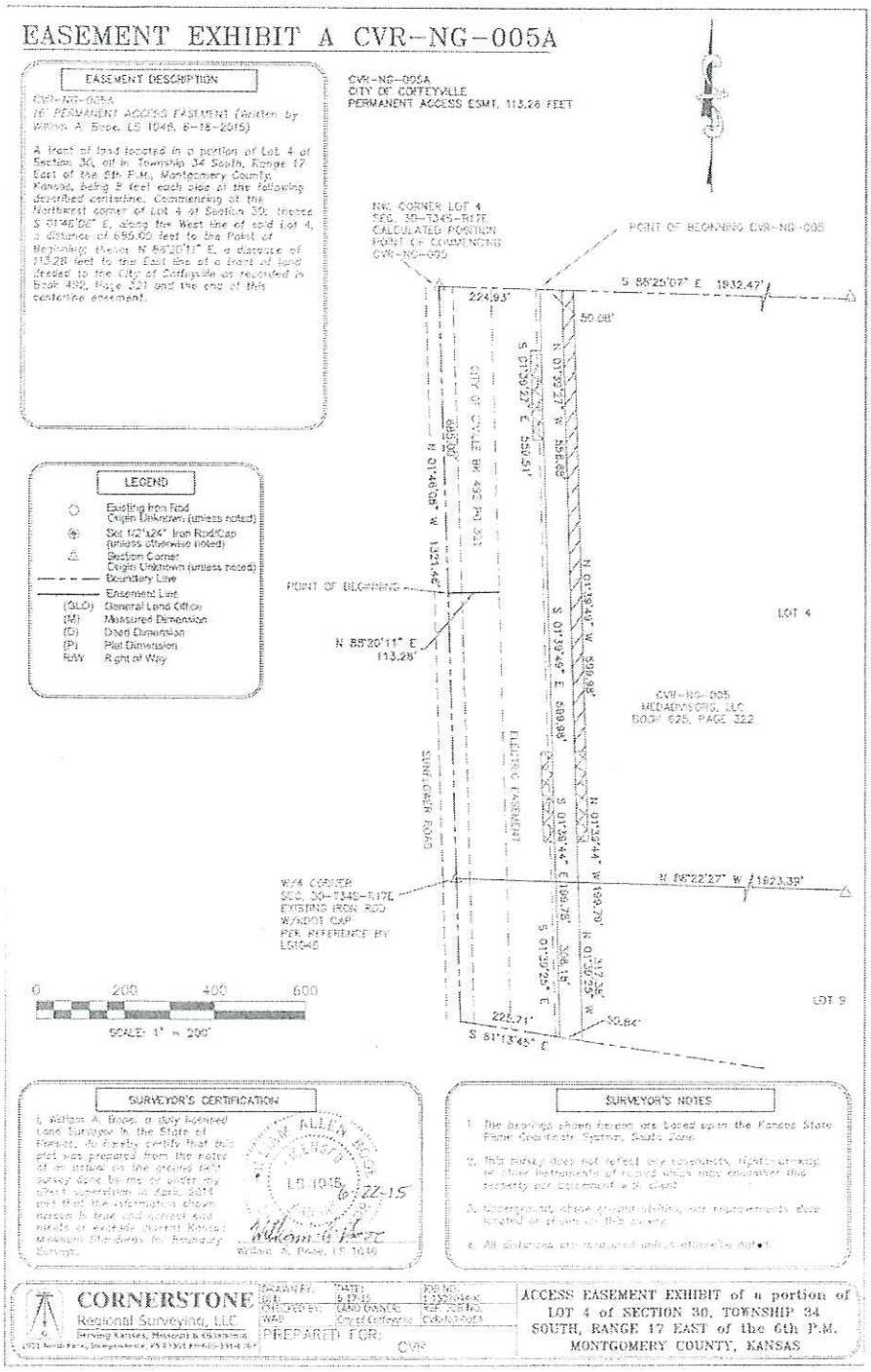
Name: Darin Rains

Title: Vice President & Coffeyville Refinery General Manager

EXHIBIT A

Legal Description of the Property

A tract of land located in a portion of Lot 4 of Section 30, all in Township 34 South, Range 17 East of the 6th P.M., Montgomery County, Kansas, being 8 feet each side of the following described centerline: Commencing at the Northwest corner of Lot 4 of Section 30; thence S 01°46'08" E, along the West line of said Lot 4, a distance of 685.00 feet to the Point of 113.28 feet to the East line of a tract of land deeded to the City of Coffeyville as recorded in Book 492, Page 321 and the end of this centerline easement.

EXHIBIT B

Depiction of the Property