

Agenda Item No: CA-h

Meeting Date: March 13, 2023

Subject: Approval of Resolution 23-21, approving Consent for Right of Entry to the property situated in the W/2NW/4 of Section 1, Township 1 North Range 68 West, Weld County, Colorado, further described as Parcel Number 146701200045 owned by Anadarko E&P Onshore LLC.

Background: The City of Dacono is in negotiations to acquire 60' ROW for construction of a new road crossing the Anadarko Parcel No. 146701200045.

Anadarko has agreed to allow survey crews to access the property through the Consent for Right of Entry document.

This document allows City representatives to access the property legally without fear of retaliation for trespassing. It also indemnifies Anadarko from any liability that may result during the accessing of said property.

Recommended Action: Staff is recommending approval of Resolution 23-21.

RESOLUTION NO. 23-21

**A RESOLUTION APPROVING A CONSENT FOR RIGHT OF ENTRY
WITH ANADARKO E&P ONSHORE, LLC**

**BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF DACONO,
COLORADO:**

Section 1. The Consent for Right of Entry between the City of Dacono and Anadarko E&P Onshore, LLC is hereby approved in essentially the same form as the copy of such Agreement accompanying this resolution.

Section 2. The Mayor is hereby authorized to execute the Agreement. The City Council further authorizes the Mayor to negotiate and approve on behalf of the City such revisions to the Agreement as the Mayor and City Attorney's Office determines are necessary or desirable for the protection of the City, so long as the essential terms and conditions of the Agreement are not altered.

INTRODUCED, READ, and ADOPTED this 13th day of March, 2023.

CITY OF DACONO, COLORADO

Adam Morehead, Mayor

ATTEST:

Valerie Taylor, City Clerk

CONSENT FOR RIGHT OF ENTRY

This Consent for Right of Entry (hereafter sometimes called the "Consent Agreement") refers to the request of the City of Dacono ("Permittee") for permission to enter upon the real property situated in the W/2NW/4 of Section 1, Township 1 North Range 68 West, Weld County, Colorado, further describe as Parcel Number 146701200045 (hereafter called "Real Property") owned by Anadarko E&P Onshore LLC (hereinafter called "AEP"), for the purposes of conducting Civil Surveying for a road right-of-way on the Real Property.

As the owner of record of the Real Property described above, AEP, with a mailing address of 1099 18th Street, Suite 700, Denver, CO 80202, for and in consideration of Ten Dollars (\$10.00) and other valuable consideration, and in further consideration of the covenants and agreements herein contained to be by Permittee kept, observed and performed, hereby grants to Permittee, its employees, agents and contractors, the right to enter upon the Real Property for stated purpose. This consent to enter on the Real Property is given for a period commencing **March 15, 2023** and ending on **June 15, 2023**. This consent to enter on the Real Property is given for the specific purposes set forth above. AEP shall continue to own the Real Property and hereby reserves concurrent rights of use and enjoyment of the Real Property by AEP, its successors and assigns.

It is understood and agreed that there will be no liens placed against the Real Property as a result of this consent for the right of entry for the stated purposes.

This consent for right of entry is subject to all outstanding leases, permits, and outstanding superior rights, including but not limited to, rights-of-way for roadways, power and communication lines, pipelines and the right of AEP to renew such leases, permits, and other outstanding rights and to extend the term thereof, and is made without covenant of title or for quiet enjoyment.

Permittee agrees that it will authorize only Permittee's employees, agents and contractors to enter upon the Real Property. Permittee shall be solely responsible for any damages resulting from their entry on the Real Property. Permittee agrees that the right of entry granted herein is personal to Permittee, its employees, agents and contractors and may not be assigned in whole or in part.

Permittee agrees, to the extent permitted by law, to defend, indemnify and hold harmless AEP, its affiliates, successors and assigns, employees and agents, against and from any and all liability, loss, damage, claims, demands, costs and expense of whatsoever nature suffered by Permittee, its employees, agents and contractors and related to Permittee's or its employees, agents and contractor's activities upon and/or occupancy of the Real Property under this Consent Agreement.

All activities upon the Real Property shall be conducted at the sole expense of Permittee, and in compliance with all laws, rules and regulations of all regulatory bodies having jurisdiction with regard to Permittee's activities.

The surface of any of the Real Property disturbed in excess of the rights herein granted shall be restored to its condition existing prior to Permittee's entry. If the Real Property is under cultivation, Permittee

shall pay for all damage to growing crops caused in excess of the rights herein granted. All tools and equipment placed upon the Real Property shall be removed upon expiration or termination of this consent for right of entry or upon abandonment of activities pursuant thereto.

If Permittee locates significant cultural, archeological or paleontological sites on the Real Property, Permittee shall not disturb such sites and shall immediately notify AEP of the existence and locations of such sites.

Permittee shall provide AEP with copies of all reports relating to all surveys performed on the Real Property and all information provided to any county, state, or federal agency.

This consent for the right of entry shall not and does not create any nature of partnership or joint venture, and neither party shall have the authority to bind the other in any manner without the written consent of such other party.

Neither Party shall be liable in an action initiated by one against the other for special, punitive, indirect or consequential damages resulting from or arising out of this Consent Agreement, including, without limitation, loss of production, loss of financial advantage, loss of profit or business interruptions, however same may be caused.

Neither party hereto shall record this consent for right of entry or assign this Consent Agreement without the prior written consent of the other party.

IN WITNESS WHEREOF, AEP has executed this Consent for Right of Entry this ____ day of March, 2023.

Anadarko E&P Onshore LLC

By: _____

Its: _____

The foregoing is hereby accepted this 13th day of March, 2023, for the period stated therein and upon the Terms and conditions therein set forth.

Permittee:

**THE CITY OF DACONO, COLORADO,
a Colorado Municipal Corporation**

By: _____

Its: _____

ATTEST:

City Clerk