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## City Council Regular Meeting

**DEPARTMENT:** Economic Development

**FROM:** Alex Philips, Director

**MEETING:** August 18, 2025

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**SUBJECT:**

Consider and take possible action on a minute order ratifying the actions of Burleson 4A Economic Development Corporation Board on July 21, 2025 regarding an amendment of right-of-way contract with DCP Operating Company for a gas easement in Hooper Business Park. (Staff Contact: Alex Philips, Economic Development Director)

**SUMMARY:**

This Amendment of Right-of-Way Contract between Burleson 4A Economic Development Corporation ("Landowner") and DCP Operating Company, LP ("Company"). It amends an original Right-of-Way Contract from October 31, 1955, granted by O.C. Armstrong and Elizabeth Armstrong to Sinclair Pipe Line Company, which covered several tracts in Johnson County, Texas. DCP Operating Company, LP is the successor in interest to Sinclair Pipe Line Company. The Landowner, Burleson 4A Economic Development Corporation, is the present owner of a 14.278-acre tract in Hooper Business Park.

The amendment confines the Company's pipelines and incidental equipment on the Owned Land to a "Defined Easement". While the existing blanket easement covered the entire property owned by the EDC, the "Defined Easement" will only covers 4,950 square feet adjacent to FM 1902. Within this Defined Easement, the Company retains unimpaired rights to maintain, inspect, alter, operate, protect, repair, relay, replace, relocate, mark, remove, and/or abandon existing pipelines and appurtenances, and to clear obstructions. The Company also has the right to survey, construct, lay, maintain, inspect, erect, alter, operate, protect, repair, relay, replace, remove, and/or abandon additional pipelines for various substances. These rights include the use of additional workspace and ingress/egress, with no additional compensation to the Landowner except for damage to growing agricultural crops. The Landowner is restricted from impounding water or constructing any dwellings, buildings, structures, fences, trees, engineering works, or obstructions within the Defined Easement without the Company's written permission, and cannot change the grade of the Defined Easement without consent. The Landowner is responsible for above-ground maintenance, including mowing. Additionally, hard surfaces, roads, and utilities cannot cross the Defined Easement unless the pipelines are properly adjusted and protected at the Landowner's expense. The Defined Easement is intended to fully encompass all existing pipelines on the Owned Land.

To record and file the amendment the EDC will pay the Company \$53.00.

**RECOMMENDATION:**

Staff recommends approval

**PRIOR ACTION/INPUT (Council, Boards, Citizens):**

The amendment of right-of-way contract was considered by the Burleson 4A Economic Development Corporation on July 21, 2025.

**REFERENCE:**

Insert CSO# if applicable

Insert resolution or ordinance change

**FISCAL IMPACT:**

Proposed Expenditure/Revenue: N/A

Account Number(s):

Fund:

Account Description:

**STAFF CONTACT:**

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