

**CITY OF EL PASO, TEXAS
AGENDA ITEM
DEPARTMENT HEAD'S SUMMARY FORM**

CITY CLERK DEPT
2020 JAN 16 AM 10:20

DEPARTMENT: Capital Improvement

AGENDA DATE: January 21 2020

CONTACT PERSON/PHONE: Sam Rodriguez, P.E., City Engineer, (915) 212-1845

DISTRICT(S) AFFECTED: 7

STRATEGIC GOAL:

Goal 4 - Enhance El Paso's Quality of Life through Recreational, Cultural and Educational Environments

SUBJECT:

That the City Manager be authorized to sign an Underground Electrical and Transformer Pad Easement, granting an easements to the El Paso Electric Company to provide electrical power to the District 7 Regional Water Park, that is currently under construction.

BACKGROUND / DISCUSSION:

The District 7 Regional Water Park is currently under construction and funded by 2012 Quality of Life Bonds. These easements are necessary to provide new electrical transformer and underground services to this facility

PROTEST

☐ No protest received for this requirement.

☐ Protest received.

COUNCIL REPRESENTATIVE BRIEFING:

Was a briefing provided? ☐ Yes or ☐ No

If yes, select the applicable districts.

- ☐ District 1
- ☐ District 2
- ☐ District 3
- ☐ District 4
- ☐ District 5
- ☐ District 6
- ☐ District 7
- ☐ District 8
- ☐ All Districts

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

\$ 1.00 – 580270/190/4800/29010/PRK13PRKC04

BOARD / COMMISSION ACTION:

N/A

*****REQUIRED AUTHORIZATION*****

DEPARTMENT HEAD:

Sam Rodriguez, P.E., City Engineer

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Manager be authorized to sign an Underground Electrical and Transformer Pad Easement, granting an easement to the El Paso Electric Company to provide electrical power to the water park in District 7, said easement more particularly described as a portion of Tract IT, Ascarate Grant, Block 5, City of El Paso, El Paso County, Texas.

ADOPTED THIS _____ DAY OF _____, 2020.

THE CITY OF EL PASO


Dee Margo
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Sol M. Cortez
Senior Assistant City Attorney

Samuel Rodriguez, P.E. City Engineer
Capital Improvement Department

THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

**UNDERGROUND ELECTRICAL AND
TRANSFORMER PAD EASEMENT**

For and in consideration of the sum of One Dollar and No/100 (\$1.00) and other good and valuable consideration, the receipt of which is hereby acknowledged, the City of El Paso (Grantor) grants unto El Paso Electric Company (Grantee), its successors and assigns, the right and privilege to enter and erect, relocate, construct, operate, remove, inspect, access, and maintain an underground electric system consisting of transformers (conventional or pad mount), ducts, conduits, fixtures, manholes, handholes, vaults, and any other usual appurtenances pertaining thereto, and underground crossings with all necessary cables, lines, conduit, wires pertaining thereto, with the right of access, ingress, and egress, thereto for the installation, construction, operation, inspection, repair, maintenance, replacement, renewal or removal thereof, for the distribution of electricity, for any and all purposes for which same is or may hereafter be used, over or under, upon, and along the areas identified in Exhibit "A" attached hereto and incorporated herein for all purposes, said areas being in the following described premises in El Paso, El Paso County, Texas, to wit:

Portion of Tract IT, Block 5, Ascarate Grant, El Paso, El Paso County, Texas

The easement is as depicted in Exhibit "A" and "B"

With the right to trim any trees and flora around said electrical facilities so as to keep the electrical facilities cleared and to do anything proper and necessary to operate and maintain same.

This easement shall be for the term of Grantee's franchise and any extension and renewal thereof by the Grantor. In accepting this easement, Grantee agrees that Grantor shall have the power at any time to require Grantee to remove and abate, at Grantee's expense, any installation or structure that is dangerous to life or property and that Grantor shall have the power at any time to require Grantee to change the route and position of its poles, lines, conduits or other construction at Grantee's expense when the El Paso City Council (the "City Council") shall find, by resolution, that such change is necessary in the closing, opening or relocation of streets or alleys, or water or sewer lines, the changing of grade of streets or alleys, the construction and maintenance of public improvements, the construction of private buildings, the construction or use of driveways or under other conditions which the City Council shall find necessary. Provided, however, that Grantee shall be entitled to be paid for its costs and expense of any relocation, raising or lowering of its wires or cables required by Grantor if such expenses or costs are reimbursable or payable to Grantee or Grantor by the State of Texas, the United States, or any agency or subdivision of either whether directly or indirectly. Grantor shall use its best reasonable efforts to consult and confer with Grantee before requiring any such relocation or raising or lowering of its lines or cables, with a view to accomplishing the result reasonably and economically.

In accepting this grant, Grantee agrees that it will replace or repair, as reasonable, landscaping and paving if disturbed by Grantee's construction, maintenance or repairs of or to its facilities in and upon such easement. Grantee shall promptly restore to as good condition as before working thereon, and to the reasonable satisfaction of the Grantor all streets excavated by it. Grantee may, from time to time and as may be required by prudent utility practices in connection with the construction, maintenance, or repair of its facilities, restrict access to or interfere with the use of Grantor's structures(s) or tangible personal property located on or in the vicinity of the easement. In such event, Grantee shall endeavor to provide Grantor reasonable written notice of any such restriction or interference and shall use commercially reasonable efforts to coordinate its activities with Grantor so as to minimize the duration and extent of such restriction or interference. The preceding sentence notwithstanding, certain events or circumstances may occur or arise that require Grantee to take immediate action to address imminent public safety concerns, the integrity of Grantee's facilities or system, or the reliability of service provided by Grantee. Under such or similar exigencies, Grantee shall provide Grantor notice of any restrictions or interference as soon as reasonably practicable, and shall use commercially reasonable efforts to minimize the duration and extent of such restriction or interference. Grantee agrees to call for utility spotting by a third party prior to any excavation by Grantee in the easement.

Grantor reserves the right to full use and enjoyment of said property except for the purposes herein granted. Grantor agrees not to erect permanent structures or obstruct access in, over, or under Grantee's facilities.

Grantor will not be held responsible for any damage to Grantee's underground facilities from excessive erosion due to flood run-off.

Should Grantee abandon the easement, then the easement hereinabove described shall revert to Grantor or its successors and assigns. Such abandonment shall be conclusively presumed following non-use by the Grantee for one year and with use not being resumed within sixty (60) days following receipt of notice of abandonment from Grantor to Grantee, and on such abandonment, Grantee will then execute any and all necessary documents to evidence such abandonment.

Grantee shall maintain the surface over the length and width of the easement to the satisfaction, as reasonable, of Grantor and in accordance with all applicable laws, ordinances, regulations, and City Code provisions.

WITNESS THE FOLLOWING SIGNATURES AND SEAL on the dates entered below.

GRANTOR:
THE CITY OF EL PASO

Tomás González,
City Manager

APPROVED AS TO FORM:

Sol M. Cortez
Sol M. Cortez
Assistant City Attorney

APPROVED AS TO CONTENT:

Samuel Rodriguez, P.E.
City Engineer

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on the _____ day of _____, 20__ by
Tommy Gonzalez as City Manager of the City of El Paso.

Notary Public in and for
the State of Texas

The above instrument, together with all conditions thereto is hereby accepted on the date entered below.

GRANTEE:
EL PASO ELECTRIC COMPANY

By: _____
Printed Name: Daniel J. Monteros
Title: Manager – Land Management

ACKNOWLEDGMENT

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on the _____ day of _____, 20__ by
Daniel J. Monteros as Manager - Land Management of El Paso Electric Company, on behalf of the El Paso
Electric Company, a Texas corporation.

Notary Public in and for
the State of Texas

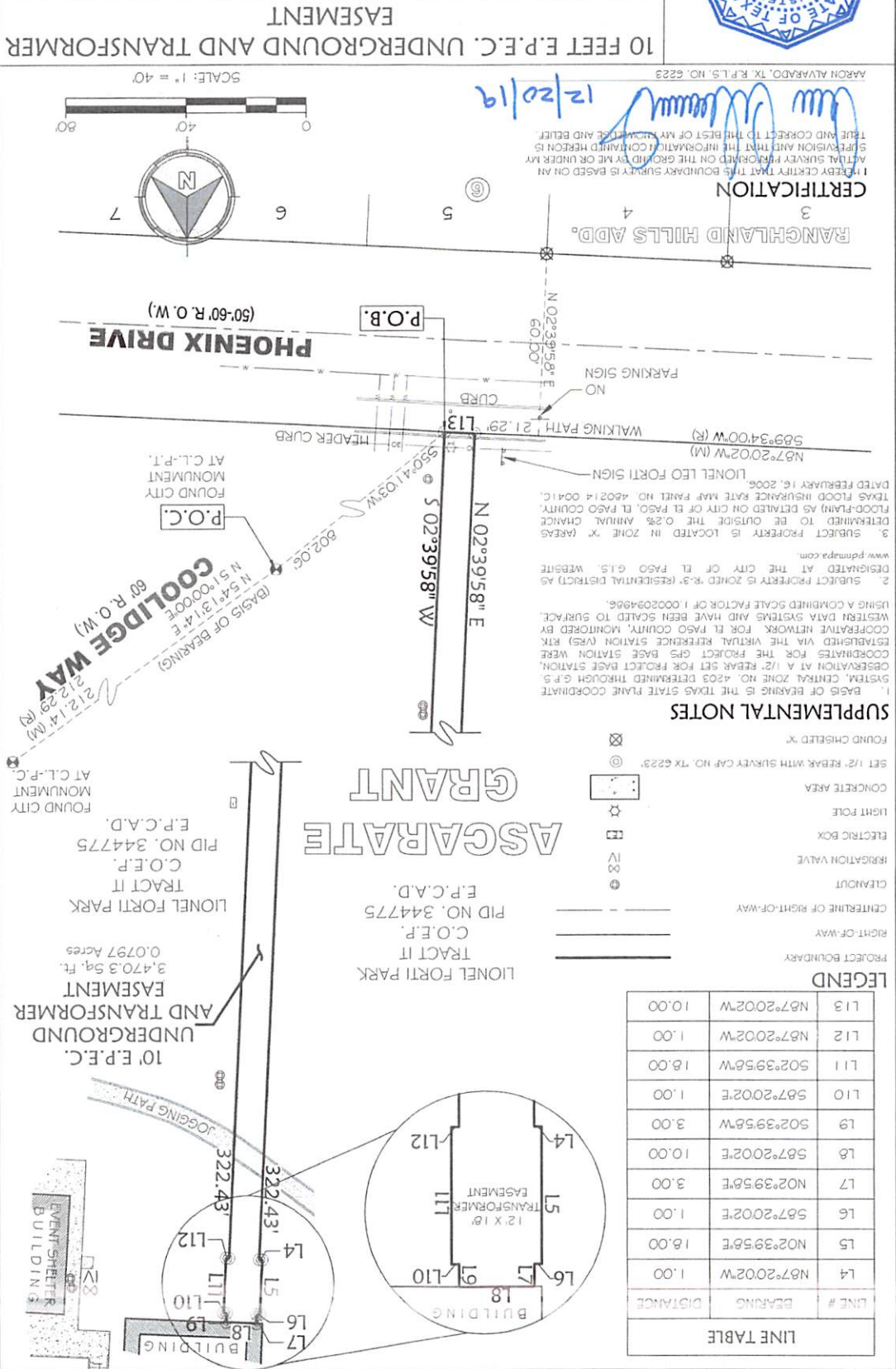


FILE NO: 05100-094

B BROCK & BUSTILLOS INC.

417 EXECUTIVE CENTER-EL PASO, TX 79902-PM (915) 542-4500
FAX (915) 542-2967-WWW.BROCKBUSTILLOS.COM

DRAWN BY: A.G. CHECKED BY: A.A. DATE: 12-20-2019 SCALE: 1" = 40'
EASEMENT
10 FEET E.P.E.C. UNDERGROUND AND TRANSFORMER



SUPPLEMENTAL NOTES

1. BASIS OF BEARING IS THE TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE NO. 4203 DETERMINED THROUGH G.P.S. OBSERVATION AT A 1/2" REBAR SET FOR PROJECT BASE STATION. COORDINATES FOR THE PROJECT GPS BASE STATION WERE ESTABLISHED VIA THE VIRTUAL REFERENCE STATION (VRS) RTK COOPERATIVE DATA NETWORK, MONITORED BY WESTERN DATA SYSTEMS AND HAVE BEEN SCALD TO SURFACE USING A COMBINED SCALE FACTOR OF 1.0002094966.

2. SUBJECT PROPERTY IS ZONED "R-3" (RESIDENTIAL DISTRICT) AS DESIGNATED AT THE CITY OF EL PASO G.I.S. WEBSITE www.pdmantra.com.

3. SUBJECT PROPERTY IS LOCATED IN ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN) AS DETAILED ON CITY OF EL PASO, EL PASO COUNTY, TEXAS FLOOD INSURANCE RATE MAP PANEL NO. 480214 0041C, DATED FEBRUARY 16, 2006.

LIONEL LEO FORTI SIGN

WALKING PATH 21.29' (R)
587°34'00"W (R)
N87°20'02"W (M)
587°34'00"W (R)
PARKING SIGN
NO
CURB
P.O.B.

1. I HEREBY CERTIFY THAT THE BOUNDARY SURVEY IS BASED ON AN ACTUAL SURVEY PERFORMED ON THE GROUND BY ME OR UNDER MY SUPERVISION AND THAT THE INFORMATION CONTAINED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

12/20/19

LINE TABLE		
LINE #	BEARING	DISTANCE
L4	N87°20'02"W	1.00
L5	N02°39'58"E	18.00
L6	S87°20'02"E	1.00
L7	N02°39'58"E	3.00
L8	S87°20'02"E	10.00
L9	S02°39'58"W	3.00
L10	S87°20'02"E	1.00
L11	S02°39'58"W	18.00
L12	N87°20'02"W	1.00
L13	N87°20'02"W	10.00

LEGEND

PROJECT BOUNDARY
RIGHT-OF-WAY
CENTERLINE OF RIGHT-OF-WAY

CLEANOUT
IRRIGATION VALVE
ELECTRIC BOX
LIGHT POLE

CONCRETE AREA

SET 1/2" REBAR WITH SURVEY CAP NO. TX 6223
FOUND CHISELED "X"

ASCARATE GRANT

LIONEL FORTI PARK
TRACT II
C.O.E.P.
PID NO. 344775
E.P.C.A.D.

10' E.P.E.C. UNDERGROUND AND TRANSFORMER EASEMENT
3,470.354 Ft.
0.0797 Acres
LIONEL FORTI PARK
TRACT II
C.O.E.P.
PID NO. 344775
E.P.C.A.D.

(BASIS OF BEARING)
N54°13'14"E
N51°00'00"E
60 R.O.W.)
COOLIDGE WAY
212.14 (M)
212.29 (R)

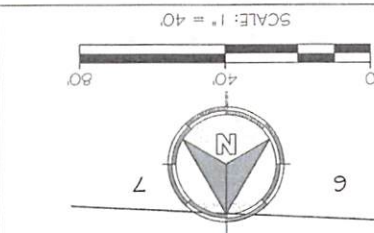


EXHIBIT "B"



BROCK & BUSTILLOS INC.
CIVIL ENGINEERS URBAN DESIGNERS LAND SURVEYORS

ROMAN BUSTILLOS, P.E.
President
RANDY P. BROCK, P.E.
Executive Vice President
SERGIO J. ADAME, P.E.
Vice President - Engineering
AARON ALVARADO, R.P.L.S.
Vice President - Surveying

TBPE Reg. No. F-737
TBPLS Reg. No. 101314-00

METES AND BOUNDS DESCRIPTION **10 FEET E.P.E.C. UNDERGROUND AND TRANSFORMER EASEMENT**

A 0.0797 acre parcel situate within the corporate limits of the City of El Paso, El Paso County, Texas as a portion of Tract 1T, Block 5, Ascarate Grant, and being more particularly described by metes and bounds as follows.

COMMENCING for reference at a city monument found along the right-of-way centerline point of tangency (P.T.) of Coolidge Way (60 feet wide), **WHENCE**, a city monument found along the right-of-way centerline of said Coolidge Way at a point of curvature (P.C.) bears, North 54°13'14" East (North 51°00'00" East~record), a distance of 212.14 feet (212.29 feet~record); **THENCE**, leaving said centerline, South 50°41'03" West a distance of 802.06 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set on the north right-of-way line of Phoenix Drive (50-60 feet wide) for the southeast corner and the **POINT OF BEGINNING** of the parcel herein described;

THENCE, following the north right-of-way line of said Phoenix Drive, North 87°20'02" West (South 89°34'00" West~record), a distance of 10.00 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for the southwest corner of the parcel herein described;

THENCE, leaving the north right-of-way line of said Phoenix Drive, North 02°39'58" East, a distance of 322.43 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

THENCE, North 87°20'02" West, a distance of 1.00 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

THENCE, North 02°39'58" East, a distance of 18.00 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

THENCE, South 87°20'02" East, a distance of 1.00 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

THENCE, North 02°39'58" East, a distance of 3.00 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for the northwest corner of the parcel herein described;

THENCE, South 87°20'02" East, a distance of 10.00 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for the northeast corner of the parcel herein described;

THENCE, South 02°39'58" West, a distance of 3.00 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

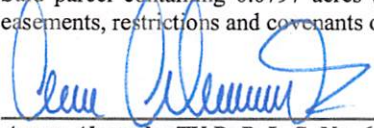
THENCE, South 87°20'02" East, a distance of 1.00 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

THENCE, South 02°39'58" West, a distance of 18.00 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

THENCE, North 87°20'02" West, a distance of 1.00 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

THENCE, South 02°39'58" West, a distance of 322.43 feet to the **POINT OF BEGINNING**.

Said parcel containing 0.0797 acres (3,470.3 square feet), more or less, and being subject to all easements, restrictions and covenants of record.



Aaron Alvarado, TX R. P. L. S. No. 6223

Date: December 20, 2019

05100-094-10 FT UG AND TRANSFORMER EPEC EASE-DESC

