

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

DEPARTMENT: Capital Improvement

AGENDA DATE: February 4, 2020

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

DISTRICT(S) AFFECTED: 4

STRATEGIC GOAL: No. 7: Enhance and Sustain El Paso's Infrastructure Network

SUBJECT:

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 District 4 Regional Water Park, that is currently under construction.

BACKGROUND / DISCUSSION:

The District 7 Regional Water Park is currently under construction and funded by 2017 Certificate of Obligation. This easement is 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:

AMOUNT AND SOURCE OF FUNDING:

\$ 1.00 - 580270/190/4743/32890/PCP17PRK01

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 Cohen Stadium Water Park, said easement more particularly described as a portion of Block 7, Castner Range Subdivision No. 1, El Paso, County, Texas.

ADOPTED THIS _____ DAY OF _____, 2020.

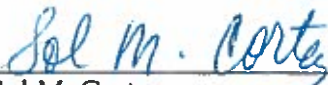
THE CITY OF EL PASO:

Dec Margo
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Sol M. Cortez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

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:

A PORTION OF BLOCK 7, CASTNER RANGE SUBDIVISION NO. 1, 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 §

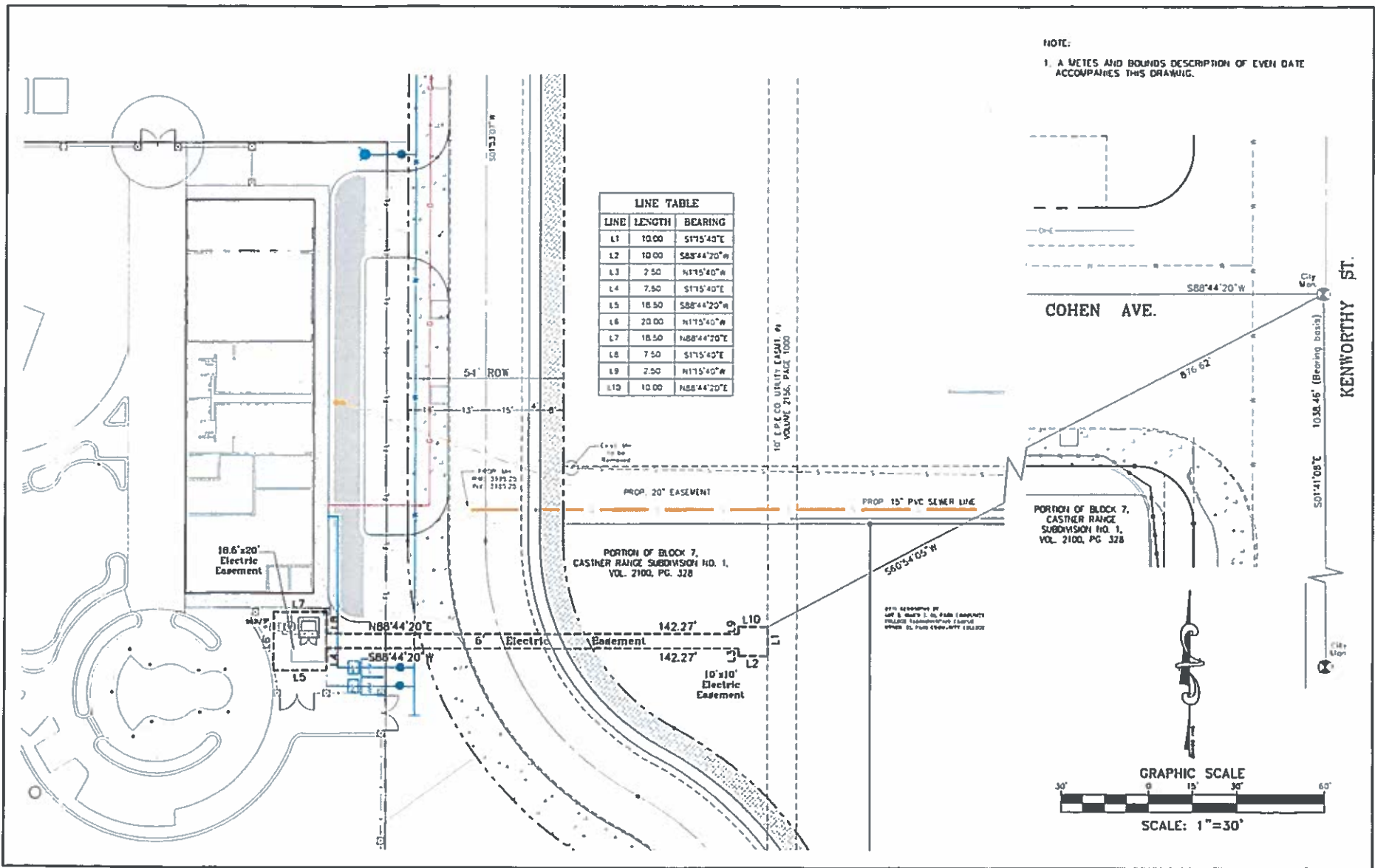
This instrument was acknowledged before me on the _____ day of _____, 20__ by Daniel J. Monteros as Manager - Land Management of El Paso Electric Company, on behalf of the El Paso Electric Company, a Texas corporation.

Notary Public in and for
the State of Texas

NOTE:

1. A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS DRAWING.

LINE TABLE		
LINE	LENGTH	BEARING
L1	10.00	S17°5'40"E
L2	10.00	S88°44'20"W
L3	2.50	N17°5'40"W
L4	7.50	S17°5'40"E
L5	18.50	S88°44'20"W
L6	20.00	N17°5'40"W
L7	18.50	N88°44'20"E
L8	7.50	S17°5'40"E
L9	2.50	N17°5'40"W
L10	10.00	N88°44'20"E



COHEN AVE.

816.62

1038.46' (Bearing basis)

KENWORTHY ST.

501°41'08"E

588°44'20"W

560°54'05"W

142.27'

142.27'

10'x10' Electric Easement

18.6'x20' Electric Easement

PROP. 20' EASEMENT

PROP. 15' PVC SEWER LINE

PORTION OF BLOCK 7, CASITER RANGE SUBDIVISION NO. 1, VOL. 2100, PG. 328

GRAPHIC SCALE

SCALE: 1"=30'

Prepared for: El Paso Electric Company
January 27, 2020
(El Paso Electric Company Easement)

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a portion of Block 7, Castner Range Subdivision No. 1, City of El Paso, El Paso County, Texas and being more particularly described by metes and bounds as follows:

Commencing for reference at an existing brass disk City monument in the intersection of Cohen Avenue and Kenworthy Street from which an existing brass disk City monument in Kenworthy Street bears, South 01°41'08" East a distance of 1038.46 feet; Thence, South 60°54'05" West a distance of 876.62 feet to a point for the "TRUE POINT OF BEGINNING".

Thence, South 01°15'40" East a distance of 10.00 feet to a point;

Thence, South 88°44'20" West a distance of 10.00 feet to a point;

Thence, North 01°15'40" West a distance of 2.50 feet to a point;

Thence, South 88°44'20" West a distance of 142.27 feet to a set bridge nail;

Thence, South 01°15'40" East a distance of 7.50 feet to a set bridge nail;

Thence, South 88°44'20" West a distance of 18.50 feet to a set bridge nail;

Thence, North 01°15'40" West a distance of 20.00 feet to a set bridge nail;

Thence, North 88°44'20" East a distance of 18.50 feet to a set bridge nail;


Thence, South 01°15'40" East a distance of 7.50 feet to a set bridge nail;

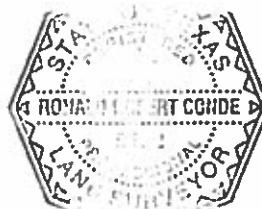
Thence, North 88°44'20" East a distance of 142.27 feet to a point;

Thence, North 01°15'40" West a distance of 2.50 feet to a point;

Thence, North 88°44'20" East a distance of 10.00 feet to the "TRUE POINT OF BEGINNING" and containing 1,181.37 square feet or 0.0271 acres of land more or less.

A drawing of even date accompanies this description.


Ron R. Conde
R.P.L.S. No 5152



CONDE INC
ENGINEERING / LAND SURVEYING / PLANNING
6080 SURETY DRIVE / SUITE 100 / EL PASO, TEXAS 79905
(915) 592-0283 FAX (915) 592-0286 FIRM# 10078100