

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

DEPARTMENT: Capital Improvement

AGENDA DATE: May 26, 2020

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

DISTRICT(S) AFFECTED: 5

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

SUBJECT:

That the City Manager be authorized to sign an Overhead Electrical Easement which will allow the El Paso Electric Company to provide electrical power to El Paso Water Utility adjacent to City property, more particularly described as portions of Tract 7E, Section 38, Block 79, Township 2, Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County Texas.

BACKGROUND / DISCUSSION:

The easement is needed to provide overhead electrical power to the El Paso Water Utility adjacent to City property.

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:

N/A

BOARD / COMMISSION ACTION:
N/A

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

DEPARTMENT HEAD: Samuel Rodriguez
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 Overhead Electrical Easement which will allow the El Paso Electric Company to provide electrical power to El Paso Water Utility adjacent to City property, more particularly described as portions of Tract 7E, Section 38, Block 79, Township 2, Texas and Pacific Railway Company Surveys, 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:

Sol M. Cortez

Sol M. Cortez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Samuel Rodriguez

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

THE STATE OF TEXAS
COUNTY OF EL PASO

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OVERHEAD ELECTRICAL 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 overhead electric system consisting of any and all necessary poles, cables, lines, wires, crossarms, guys and anchors for an above ground electric distribution and/or transmission system, together with the overhang of service wires, 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:

Portions of **TRACT 7E, SECTION 38, BLOCK 79, TOWNSHIP 2, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS**, El Paso County, Texas and more particularly shown on Exhibit "A" which is attached hereto and incorporated herein for all purposes.

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

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
Tomás 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 §
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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**



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
12 FEET E.P.E.C. OVERHEAD EASEMENT

A 0.1600 acre parcel situate within the corporate limits of the City of El Paso, El Paso County, Texas as a portion of Tract 7E, Section 38, Block 79, Township 2, Texas and Pacific Railway Company Surveys and being more particularly described by metes and bounds as follows.

COMMENCING for reference at a city monument found at the right-of-way centerline intersection of John Hayes Street (110 feet wide) an Lookout Point Drive (52 feet wide), **WHENCE**, a city monument found along the centerline of said Lookout Point Drive bears, North 89°49'29" West, a distance of 447.41 feet (447.39 feet~measured); **THENCE**, leaving said intersection and following the centerline of said John Hayes Street, South 00°35'06" East, a distance of 166.02 feet to a point; **THENCE**, leaving the centerline of said John Hayes Street, North 89°49'29" West, a distance of 55.00 feet to the northeast corner and the west right-of-way line of said John Hayes Street for the **POINT OF BEGINNING** of the parcel herein described, identical to the southeast corner of Tract 4F, Section 38, Block 79, Township 2, Texas and Pacific Railway Company Surveys;

THENCE, following the west right-of-way line of said John Hayes Street, South 00°35'06" East, a distance of 12.00 feet to the southeast corner of the parcel herein described;

THENCE, leaving the west right-of-way line of said John Hayes Street, North 89°49'29" West, a distance of 580.99 feet to the southwest corner of the parcel herein described;

THENCE, North 00°36'04" West, a distance of 12.00 feet to the northeast corner of the parcel herein described, identical to the boundary line common to said Tracts 7E and 4F;

THENCE, following the boundary line common to said Tracts 7E and 4F, South 89°49'29" East, a distance of 580.99 feet to the **POINT OF BEGINNING**.

Said parcel containing 0.1600 acres (6,971.9 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: January 17, 2020

Revised: February 18, 2020

05896-113-EPEC EASEMENT-TRACT 7E-DESC



