

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

DEPARTMENT: **Engineering & Construction Management**

AGENDA DATE: **May 27, 2014**

CONTACT PERSON/PHONE: **Irene D. Ramirez, P.E. Interim City Engineer**

DISTRICT AFFECTED: **2**

SUBJECT:

That the City Manager be authorized to sign an Underground Electrical and Transformer Pad Easement for the provision of electrical power for El Paso Water Utilities Well 506 A located at 1858 Cottonwood Drive more particularly described as a portion of El Paso International Airport, Butterfield Trail Golf Club, City of El Paso, El Paso County, Texas and more particularly shown on Exhibit "A", which is attached hereto and incorporated herein for all purposes.

BACKGROUND / DISCUSSION:

El Paso Water Utilities is requesting that the City grant this easement in order to provide electrical power to Well 506 A. The easement consists of a 10-foot by 3,070-foot underground electrical easement, and a 12-foot by 18-foot transformer pad easement.

PRIOR COUNCIL ACTION:

Mayor and Council have not previously considered this item.

AMOUNT AND SOURCE OF FUNDING:

There are no costs associated with this action.

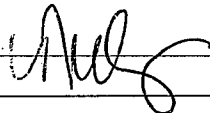
| <u>Project</u> | <u>Fund</u> | <u>Department</u> | <u>Account</u> |
|----------------|-------------|-------------------|----------------|
| ~ | ~ | ~ | ~ |

BOARD / COMMISSION ACTION:

(N/A)

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

DEPARTMENT HEAD: _____



Information copy to appropriate Deputy City Manager

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 to the El Paso Electric Company for the provision of electrical power to Water Well No. 506A located on Airport property at 1858 Cottonwood Drive, more particularly described as a portion of El Paso International Airport, Butterfield Trail Golf Club, City of El Paso, El Paso County, Texas and more particularly shown on Exhibit "A", which is attached hereto and incorporated herein for all purposes.

ADOPTED THIS _____ DAY OF _____, 2014.

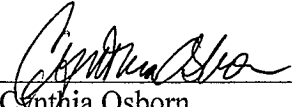
THE CITY OF EL PASO

Oscar Leeser
Mayor

ATTEST:

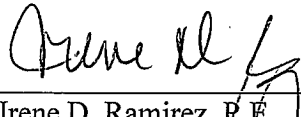
Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:



Cynthia Osborn
Assistant City Attorney

APPROVED AS TO CONTENT:



Irene D. Ramirez, P.E.
Interim City Engineer

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 El Paso International Airport, Butterfield Trail Golf Club, City of El Paso, El Paso County, Texas and more particularly shown on Exhibit "A", which is attached hereto and incorporated herein for all purposes.

The easement consists of: 1) a 12 ft. by 18 ft. transformer pad easement; and 2) a 10 ft. by approximately 3,070 ft. underground electric easement with a point of beginning at LAT. 31°49'23.01"N, LONG.106°20'28.96"W running northeasterly to a point of terminus at LAT. 31°49'38.43"N, LONG. 106°20'15.11"W, as more fully illustrated in Exhibit "A".

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,

CITY CLERK DEPT.

2014 MAY 14 AM 10:25

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.

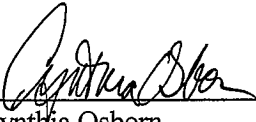
Grantee shall maintain the surface over the length and width of the easement to the satisfaction, as reasonable, of Grantor and in accordance with all applicable laws, ordinances, regulations, and City Code provisions.

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

**GRANTOR:
THE CITY OF EL PASO**


Joyce A. Wilson,
City Manager

APPROVED AS TO FORM:



Cynthia Osborn
Assistant City Attorney

APPROVED AS TO CONTENT:



Irene D. Ramirez, P.E.
Interim City Engineer

ACKNOWLEDGMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on the _____ day of _____, 2014 by
Joyce A. Wilson as City Manager of the City of El Paso.

Notary Public, 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: David Rodriguez

Title: Director - Support Services

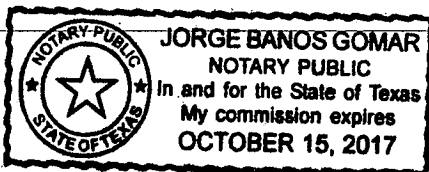
APPROVED AS TO FORM
OFFICE OF THE GENERAL COUNSEL [Signature]

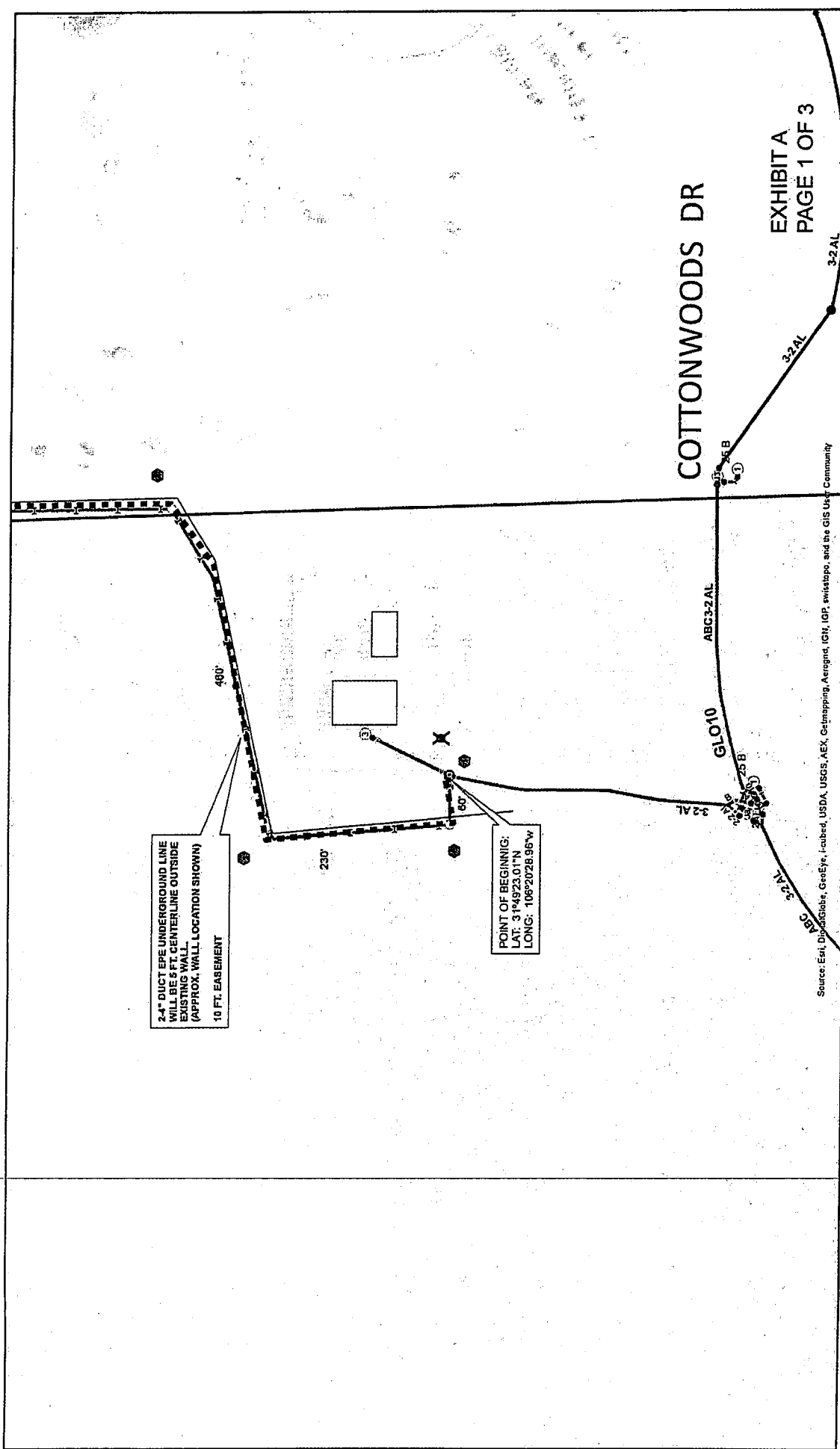
ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on the 15th day of May, 2014 by David Rodriguez
David Rodriguez as Director - Support Services of **El Paso Electric Company**,
on behalf of the El Paso Electric Company, a Texas corporation.

Notary Public, State of Texas





2-4" DUCT EPE UNDERGROUND LINE WILL BE 5 FT. CENTERLINE OUTSIDE EXISTING WALL. (APPROX. WALL LOCATION SHOWN) 10 FT. EASEMENT

POINT OF BEGINNING:
LAT: 31°49'23.01"N
LONG: 106°20'28.96"W

Source: Esri, DeLorme, GeoEye, (satellite), USDA, USGS, AEX, Geoplanning, Aergrid, IGN, (IGN), swisstopo, and the GIS User Community

COTTONWOODS DR

EXHIBIT A
PAGE 1 OF 3



SCALE: NONE
DATE: 4/25/2014
W.O. # DT024727

LEGEND

--- PROPOSED EPE CO. (UG) 10 FT. WIDE UTIL. ESMNT.



EL PASO ELECTRIC CO. R.O.W.
A PORTION OF:

EL PASO INTERNATIONAL AIRPORT,
BUTTERFIELD TRAIL GOLF CLUB,
CITY OF EL PASO, EL PASO COUNTY, TEXAS

Return to:
El Paso Electric Co.
P.O. Box 982 - Loc. 127
El Paso, Texas 79960

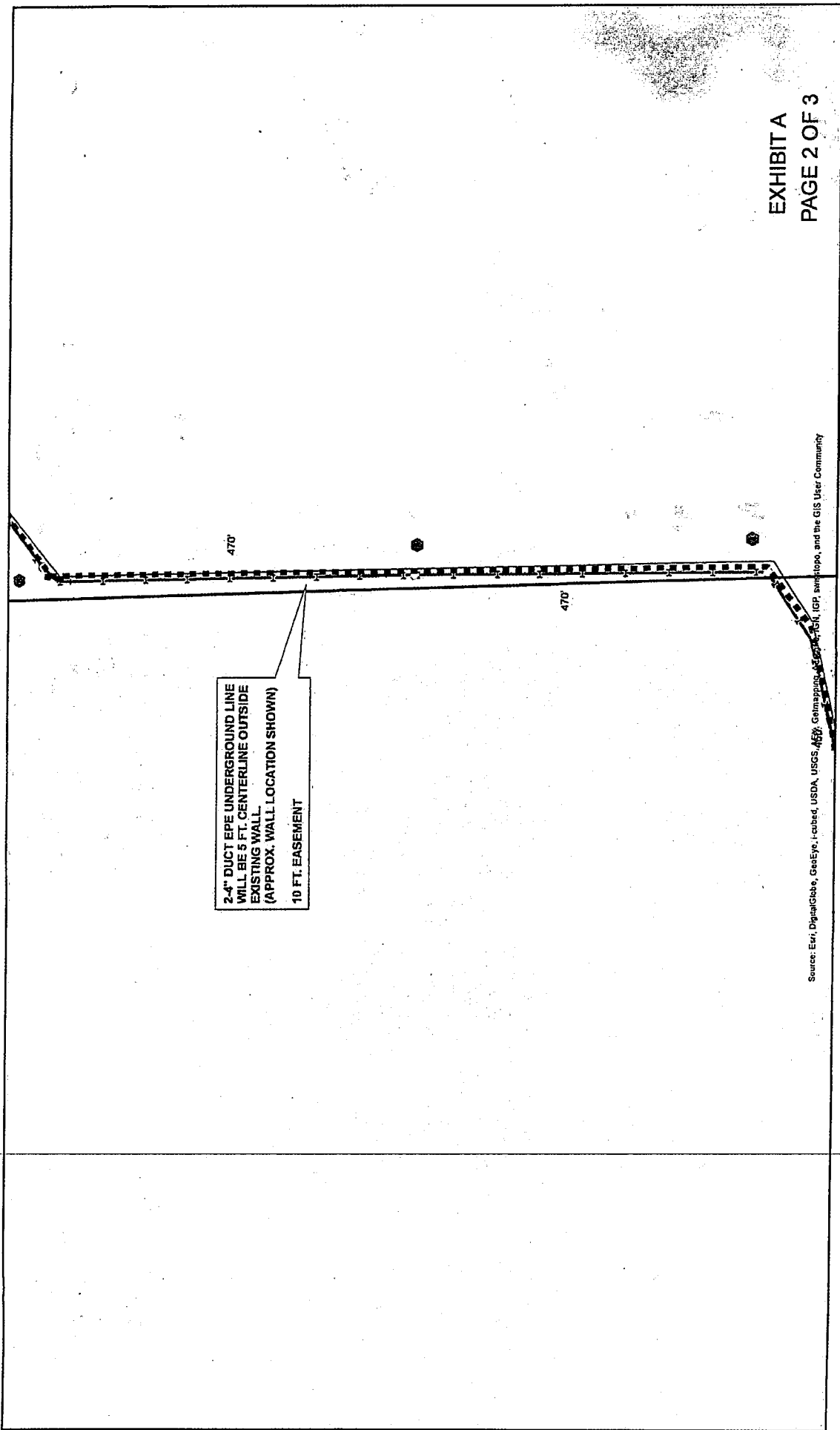


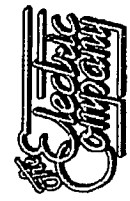
EXHIBIT A
PAGE 2 OF 3



SCALE: NONE
DATE: 4/25/2014
W.O. # DT024727

LEGEND

----- PROPOSED EPE CO.(UG) 10 FT. WIDE UTIL. ESMNT.



EL PASO ELECTRIC CO. R.O.W.
A PORTION OF:

EL PASO INTERNATIONAL AIRPORT,
BUTTERFIELD TRAIL GOLF CLUB,
CITY OF EL PASO, EL PASO COUNTY, TEXAS

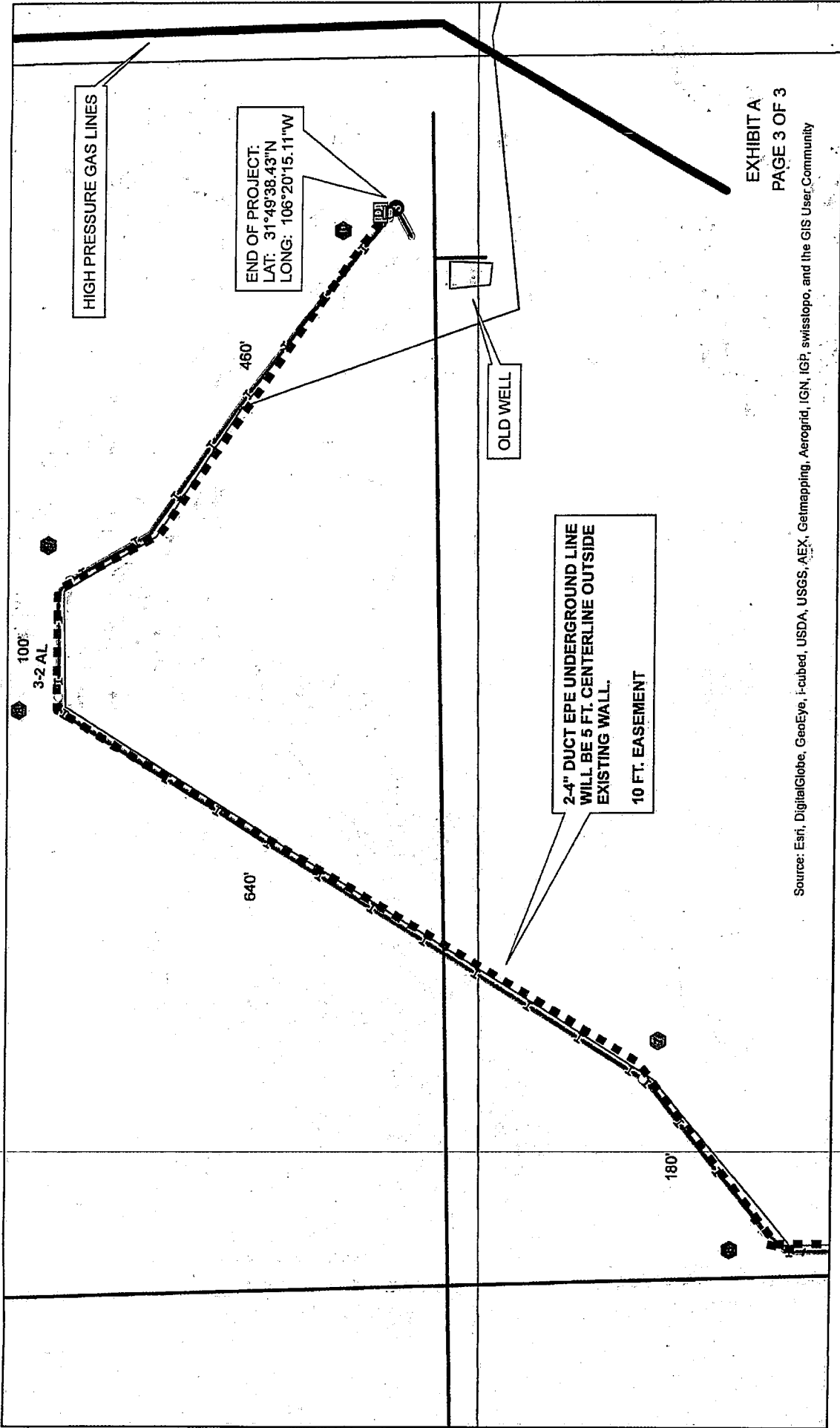


EXHIBIT A
PAGE 3 OF 3

Source: Esri, DigitalGlobe, GeoEye, i-cubed, USDA, USGS, AEX, Getmapping, Aerogrid, IGN, IGP, swisstopo, and the GIS User Community



SCALE: NONE
DATE: 4/25/2014
W.O. #DT024727

LEGEND

- - - - - PROPOSED EPE CO (UG) 10 FT. WIDE UTIL. ESMNT.
-  PROPOSED 12'X18' TRANSFORMER ESMNT.

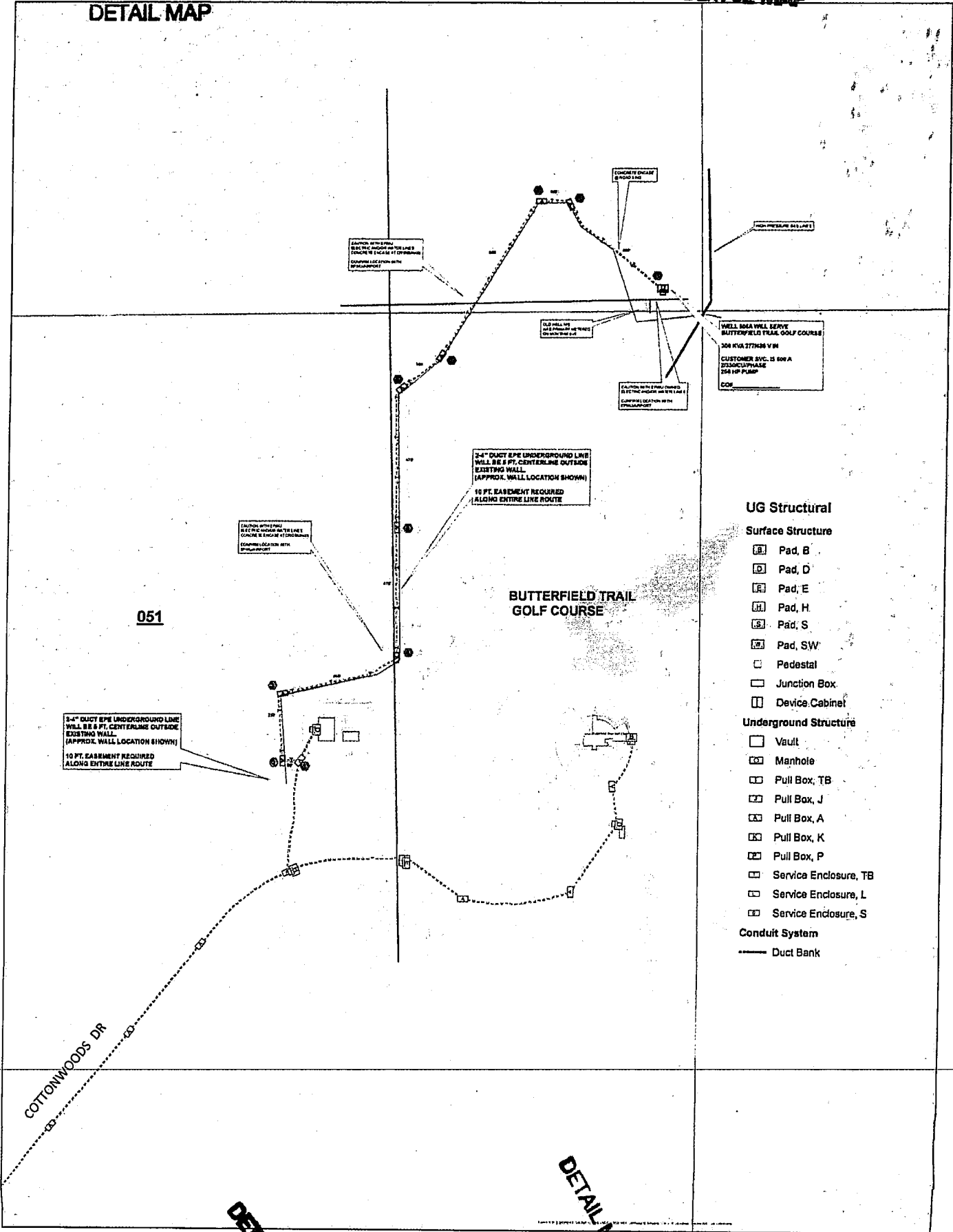


EL PASO ELECTRIC CO. R.O.W.
A PORTION OF:
EL PASO INTERNATIONAL AIRPORT,
BUTTERFIELD TRAIL GOLF CLUB,
CITY OF EL PASO, EL PASO COUNTY, TEXAS

Return to:
El Paso Electric Co.
P.O. Box 982 - Loc 127
El Paso, Texas 79960

DETAIL MAP

DETAIL MAP



UG Structural

Surface Structure

- Pad, B
- Pad, D
- Pad, E
- Pad, H
- Pad, S
- Pad, SW
- Pedestal
- Junction Box
- Device Cabinet

Underground Structure

- Vault
- Manhole
- Pull Box, TB
- Pull Box, J
- Pull Box, A
- Pull Box, K
- Pull Box, P
- Service Enclosure, TB
- Service Enclosure, L
- Service Enclosure, S

Conduit System

- Duct Bank

051

BUTTERFIELD TRAIL GOLF COURSE

COTTONWOODS DR

3-4" DUCT BANK UNDERGROUND LINE WILL BE 8 FT. CENTERLINE OUTSIDE EXISTING WALL. (APPROX. WALL LOCATION SHOWN) 10 FT. EASEMENT REQUIRED ALONG ENTIRE LINE ROUTE

3-4" DUCT BANK UNDERGROUND LINE WILL BE 8 FT. CENTERLINE OUTSIDE EXISTING WALL. (APPROX. WALL LOCATION SHOWN) 10 FT. EASEMENT REQUIRED ALONG ENTIRE LINE ROUTE

WELL AREA WELL SERVIC BUTTERFIELD TRAIL GOLF COURSE 300 KVA 277/480 V M CUSTOMER SYNC. IS 600 A 230/0/0 PHASE 200 HP PUMP COK

CAUTION WITH TRENCHING BE CAREFUL NOT TO HIT LINE & TRENCH TO EXISTING UTILITY. CONFIRM LOCATION WITH UTILITIES DEPARTMENT

OLD WELL AND FOUNDATION TO BE REMOVED ON WITHIN 5 FT.

CAUTION WITH TRENCHING BE CAREFUL NOT TO HIT LINE & TRENCH TO EXISTING UTILITY. CONFIRM LOCATION WITH UTILITIES DEPARTMENT

CONCRETE ENCLOSURE

HIGH PRESSURE GAS LINE

DETAIL MAP

DETAIL MAP



Work Request #: 24727
 Work Order #: DT024727
 Tax District: 051
 Feeder: GLO10

EL PASO WATER UTILITIES
 1858 COTTONWOOD DR #, EL PASO, TX 79925-
 SECT. 22, 27, BLK 80, TSP 2, T & P SURV.

Planner: Jaime Roman
 Planner Phone: 915/543-5873
 Planner Cdl: 915/525-1066

Customer: EL PASO WATER UTILITIES
 Customer Phone: 915-581-5622



EL PASO ELECTRIC
 DT024727
 3/4/2014

1 inch = 200 feet

STRUCTURAL