

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

**DEPARTMENT:** Capital Improvement

**AGENDA DATE:** July 10, 2018

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

**DISTRICT(S) AFFECTED:** District 5

**STRATEGIC GOAL: NO.4:** Enhance El Paso's Quality of Life through Recreational, Cultural and Educational Environments

**SUBJECT:**

That the City Manager be authorized to execute an Underground Utility Easement between the City of El Paso as Grantor and Electric Company, as Grantee, said easement Portion of Lot 29, Block 501, Tierra Del Este # 79aso, El Paso County, Texas.

**BACKGROUND / DISCUSSION:**

We are requesting City Council grant an underground utility easement to El Paso Electric Company at 14380 Montwood Dr/ John Hayes. The easement is necessary to place El Paso Electric Service for the Eastside Sports Complex

**SELECTION SUMMARY:**

**PROTEST**

☒ No protest received for this requirement.

**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:**

- February 11, 2014- City Council approves Design Build procurement for the Eastside Sports Complex

- March 22, 2014-City Council approves Jordan Foster/MNK Design Build Contract for preliminary design

**AMOUNT AND SOURCE OF FUNDING:**

**BOARD / COMMISSION ACTION:**

N/A

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**

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## 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 Easement for the transformer pad that will provide electrical services at the Eastside Sports Complex, said easement more particularly described as a portion of Lot 29, Block 501, Tierra Del Este Unit Seventy Nine, an addition to the City of El Paso, El Paso County, Texas.

ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2018.

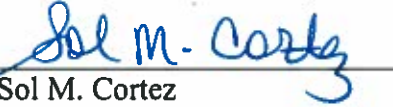
THE CITY OF EL PASO

\_\_\_\_\_  
Dee Margo  
Mayor

ATTEST:

\_\_\_\_\_  
Laura D. Prine  
Interim 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 SECTION 2, BLOCK 79, TOWNSHIP 3, TEXAS AND PACIFIC RAILROAD COMPANY  
SURVEYS, EL PASO COUNTY, TEXAS, AS MORE FULLY DESCRIBED IN THE REAL PROPERTY  
RECORDS OF THE CLERK OF EL PASO COUNTY IN THE STATE OF TEXAS IN DOCUMENTS  
NO. 20150032093 AND 20150032094 (NOW KNOWN AS LOT 29, BLOCK 501,  
TIERRA DEL ESTE UNIT 79, EL PASO COUNTY, TEXAS)**

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

## EXHIBIT "A"

Prepared For: Southwest Land Development Services  
May 31, 2018  
(El Paso Electric Company Easement)

### METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a portion of Lot 29, Block 501, Tierra Del Este Unit Seventy-Nine as recorded in clerks file no. 20160086952, Real Property Records of El Paso County, Texas, and being more particularly described by metes and bounds as follows:

Commencing for reference at a found nail in asphalt at the centerline intersection of John Hayes Street and Montwood Drive from which an existing brass disk city monument at the centerline intersection of John Hayes Street and Early Morn Ave., bears North 00°34'52" West a distance of 1899.45 feet, Thence along the centerline of Montwood Drive, South 89°59'32" West a distance of 64.27 feet to a point; Thence leaving said centerline, South 00°00'28" East a distance of 69.85 feet to a set ½" rebar on the arc of a curve for the "TRUE POINT OF BEGINNING".

Thence, 23.18 feet along the arc of a curve to the right which has a radius of 25.00 feet a central angle of 53°07'48" a chord which bears South 27°10'00" East a distance of 22.36 feet to a set ½" rebar on the westerly right-of-way line of John Hayes Street out of Tierra Del Este Unit Seventy-Nine as recorded in File No. 20160086952, Real Property Records of El Paso County, Texas;

Thence along said right-of-way line, South 00°36'06" East a distance of 2519.82 feet to a set ½" rebar on the southerly line of Lot 29, Block 501, Tierra Del Este Unit Seventy-Nine;

Thence along said line, South 89°59'11" West a distance of 10.00 feet to a set ½" rebar;

Thence leaving said line, North 00°36'06" West a distance of 1489.48 feet to a set ½" rebar;

Thence, South 89°23'54" West a distance of 10.00 feet to a set ½" rebar;

Thence, North 00°36'06" West a distance of 96.05 feet to a set ½" rebar;

Thence, North 89°23'54" East a distance of 10.00 feet to a set ½" rebar;

Thence, North 00°36'06" West a distance of 954.19 feet to the "TRUE POINT OF BEGINNING" and containing 26,298 Square Feet or 0.6037 acres of land more or less.

Note: A drawing of even date accompanies this description.



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



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

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  
Assistant City Attorney

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Sam 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 §  
§  
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.

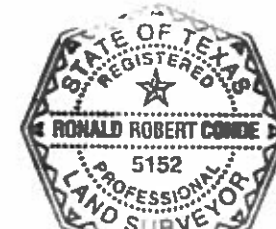
\_\_\_\_\_  
Notary Public in and for  
the State of Texas

CITY CLERK DEPT.  
2018 JUL 3 PM 5:15

**NOTE:**

1. SET  $\frac{1}{2}$ " REBARS AT ALL CORNERS UNLESS OTHERWISE NOTED.
2. A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS DRAWING.

SCALE: HTS



**CERTIFICATION**

THIS PLAN REPRESENTS A SURVEY MADE ON THE GROUNDS OF ME OR UNDER MY SUPERVISION AND IS TRULY AND CORRECTLY TO THE BEST OF MY KNOWLEDGE AND BELIEF BASED ON THE FACTS FURNISHED AT THE OF THIS SURVEY.

*[Signature]*

**RON A. CORNIE**  
REGISTERED PROFESSIONAL LAND SURVEYOR  
TEXAS LICENSE NO. 5152