

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

DEPARTMENT: Capital Improvement

AGENDA DATE: August 7, 2018

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

DISTRICT(S) AFFECTED: 7

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 Agreement to grant the El Paso Electric Company ("EPE") an easement for the EPE to relocate electric power poles to City property, which are needed to provide service to the area, said easement more particularly described as a portion of Tract 8, Map of Fruitvale, City of El Paso, El Paso County, Texas.

BACKGROUND / DISCUSSION:

The City Council previously approved funds for the street reconstruction of portion of New Haven Drive on March 8, 2016. A property was acquired by the City for use as a drainage pond. Within the acquired property certain El Paso Electric Company power poles needed to be relocated which also required the creation of a new easement within the City purchased property. The easement will be used to serve other properties in the area.

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:

Funding for the New Haven Street Reconstruction Project was approved by the City Council on March 8, 2016. Acquisition of property for drainage ponding area was approved by City Council on February 20, 2018.

AMOUNT AND SOURCE OF FUNDING:

\$1,984,000 – 2013 Street Infrastructure Capital Plan.
The City’s cost required by El Paso Electric for relocation of the power pole is \$5,023.73.

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 Overhead Electrical Easement Agreement to grant the El Paso Electric Company ("EPE") an easement for the EPE to relocate electric power poles to City property, which are needed to provide service to the area, said easement more particularly described as a portion of Tract 8, Map of Fruitvale, 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
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

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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-1" and Exhibit "A-2" 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 Tract 8, Map of Fruitvale, 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 Document No. 20180033432.

The easement consists of:

A five (5) foot wide strip of land alongside the southeasterly property line of said parcel, as depicted in Exhibits "A-1" and "A-2", which are 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:

APPROVED AS TO CONTENT:

Sol M. Cortez
Sol M. Cortez
Assistant City Attorney

for Sam Rodriguez
for 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 _____, 2018 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 _____, 2018 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

5 FT. X 80 FT. EL PASO ELECTRIC CO. EASEMENT
Within a 0.3308 ACRE PORTION OF TRACT 8, FRUITVALE SUBDIVISION
CITY OF EL PASO, TEXAS

The proposed 5 Ft. X 80 Ft. El Paso Electric Company Easement described herein is a portion of Tract 8, Map of Fruitvale, a subdivision in the City of El Paso, El Paso County, Texas, of record in Bk. 11, Pg. 36; is a portion of that 0.3308 acre parcel conveyed to the City of El Paso in Document Number 20180033432, and is more particularly described by metes and bounds as follows [note that Texas State Plane bearings Central Zone, NAD 83 are used herein, record bearings are in parentheses]:

The **POINT OF BEGINNING** being the most southerly corner of said 0.3308 acre City of El Paso parcel, on the northeast right-of-way line of New Haven Drive, as dedicated by Sargent Park, a subdivision of record in Bk. 61 at Pg. 62, plat records of said county [this corner is witnessed by found 1/2" rebar which bears S 58°33'11" W, 0.21 feet];

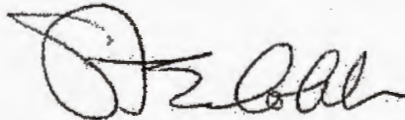
Thence, with the northeast right-of-way line of New Haven Drive, North 43° 37' 03" West (N46°29'00"W Plat Record) 5.00 feet;

Thence, with a line that is parallel with and 5.00 feet northwest of the southeast boundary line of said City of El Paso 0.3308 acre parcel, North 46° 22' 57" East (N43°31'00"E Record) 80.00 feet;

Thence, South 43° 37' 03" East 5.00 feet to the southeast boundary line of said City of El Paso 0.3308 acre parcel;

Thence, with the southeast boundary line of said City of El Paso 0.3308 acre parcel (and with a boundary line of Virginia Hill Document No. 20130068548), South 46° 22' 57" West (S43°31'00"W Record) 80.00 feet to the **POINT OF BEGINNING**, and containing 400 square feet or 0.0092 acres.

Distances shown on this survey are surface distances, in US Survey Feet, based on a scaling of The Texas State Plane Coordinate System Central Zone NAD 83 coordinate values by a factor of 1.000231. All bearings (except parenthetical record bearings) shown on this survey are state plane grid bearings. This description is also shown on an attached easement drawing with the same date as below.



Stephen Earl Cobb, Texas RPLS 4297
Huitt-Zollars, Inc.; El Paso Office (Firm License Number 10025603)
5822 Cromo Drive, Suite 210
El Paso, Texas, 79912-5502
Phone 915-587-4339
June 14, 2018



EXHIBIT "A-1"

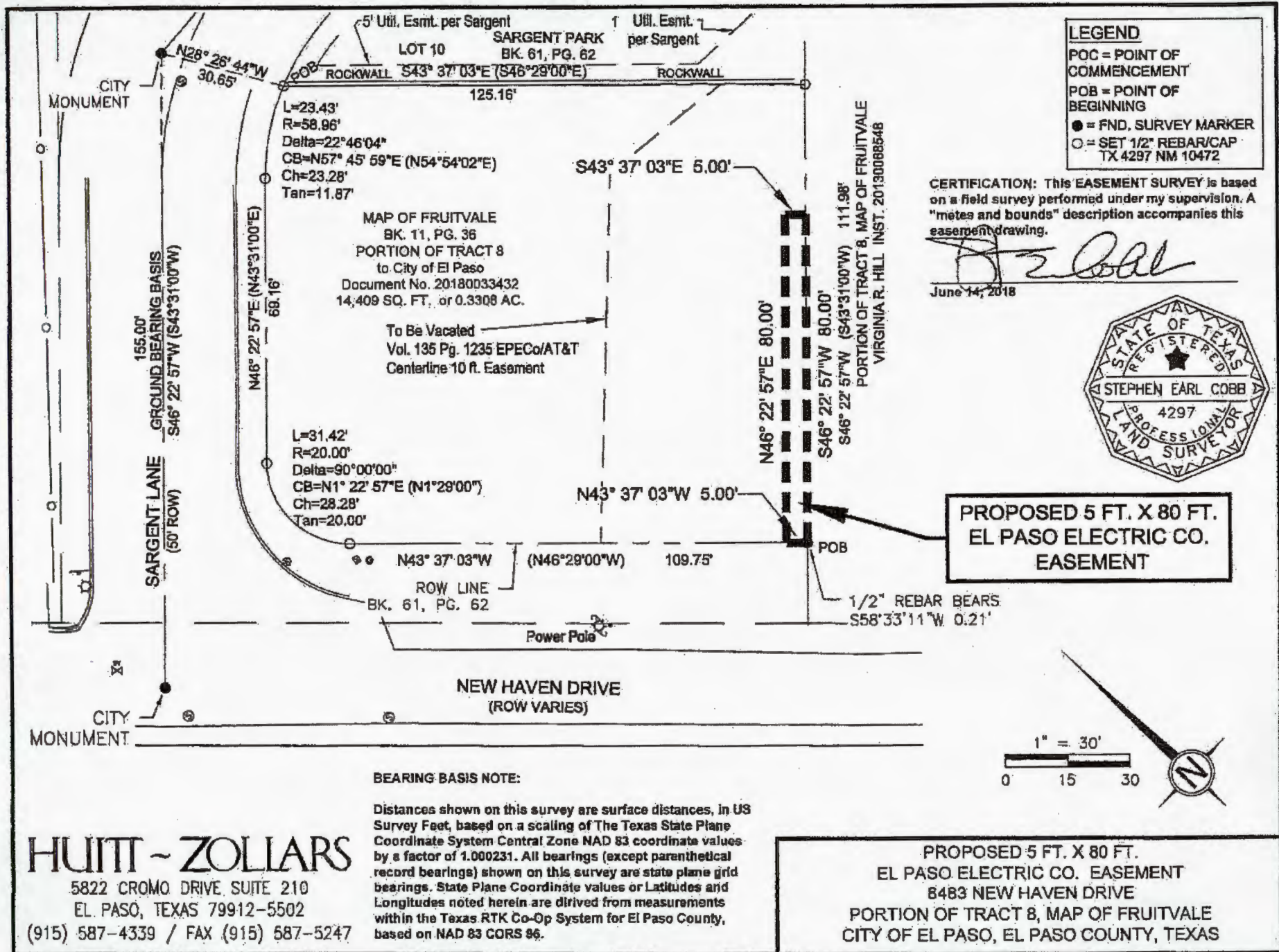


EXHIBIT "A-2"