

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

**DEPARTMENT:**

**AGENDA DATE:**

**PUBLIC HEARING DATE:**

**CONTACT PERSON NAME:**

**PHONE NUMBER:**

**DISTRICT(S) AFFECTED:**

**STRATEGIC GOAL:**

**SUBGOAL:**

**SUBJECT:**

**BACKGROUND / DISCUSSION:**

**COMMUNITY AND STAKEHOLDER OUTREACH:**

**PRIOR COUNCIL ACTION:**

**AMOUNT AND SOURCE OF FUNDING:**

**REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:**

NAME	AMOUNT (\$)

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

**DEPARTMENT HEAD:**



(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

## RESOLUTION

### BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Manager, or designee, be authorized to sign an Overhead Electrical Easement to accommodate an electrical transmission line to provide electrical power to property owned by the City of El Paso within the municipal limits of the City, said easement more particularly described as:

A Portion of Lot 1, Municipal Center Subdivision, An Addition to the City of El Paso, El Paso County, Texas, as recorded in Volume 24, Page 16, Plat Records of El Paso County, Texas.

**APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_ 2025.


### CITY OF EL PASO:

\_\_\_\_\_  
Renard U. Johnson  
Mayor

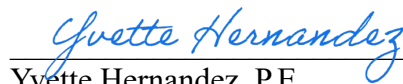
### ATTEST:

\_\_\_\_\_  
Laura D. Prine  
City Clerk

### APPROVED AS TO FORM:

  
\_\_\_\_\_  
Roberta Brito  
Senior Assistant City Attorney

### APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Yvette Hernandez, P.E.  
Deputy City Manager/City Engineer  
Capital Improvement Department

THE STATE OF TEXAS  
COUNTY OF EL PASO

§  
§  
§

## 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:

Portion of Lot 1, Municipal Center Subdivision, El Paso County, Texas and more particularly shown on Exhibits "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.

The term of this easement shall not exceed the maximum term allowable by applicable federal, state, local law rules and regulations including the FAA Grant Assurances. 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.

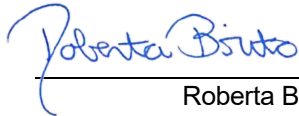
Grantee shall maintain the surface over the length and width of the easement to the satisfaction, as reasonable, of Grantor and in accordance with all applicable laws, ordinances, regulations, and City Code provisions.

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

GRANTOR:  
THE CITY OF EL PASO

\_\_\_\_\_  
Dionne Mack  
City Manager

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Roberta Brito  
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Yvette Hernandez  
City Engineer

**ACKNOWLEDGMENT**

THE STATE OF TEXAS §  
§  
COUNTY OF EL PASO §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by  
**Dionne Mack** 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: Aurea D. Garcia  
Title: Supervisor – Land Management

**ACKNOWLEDGMENT**

THE STATE OF TEXAS §  
§  
COUNTY OF EL PASO §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_ by  
**Aurea D. Garcia** as **Supervisor - 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**

EXHIBIT "A"

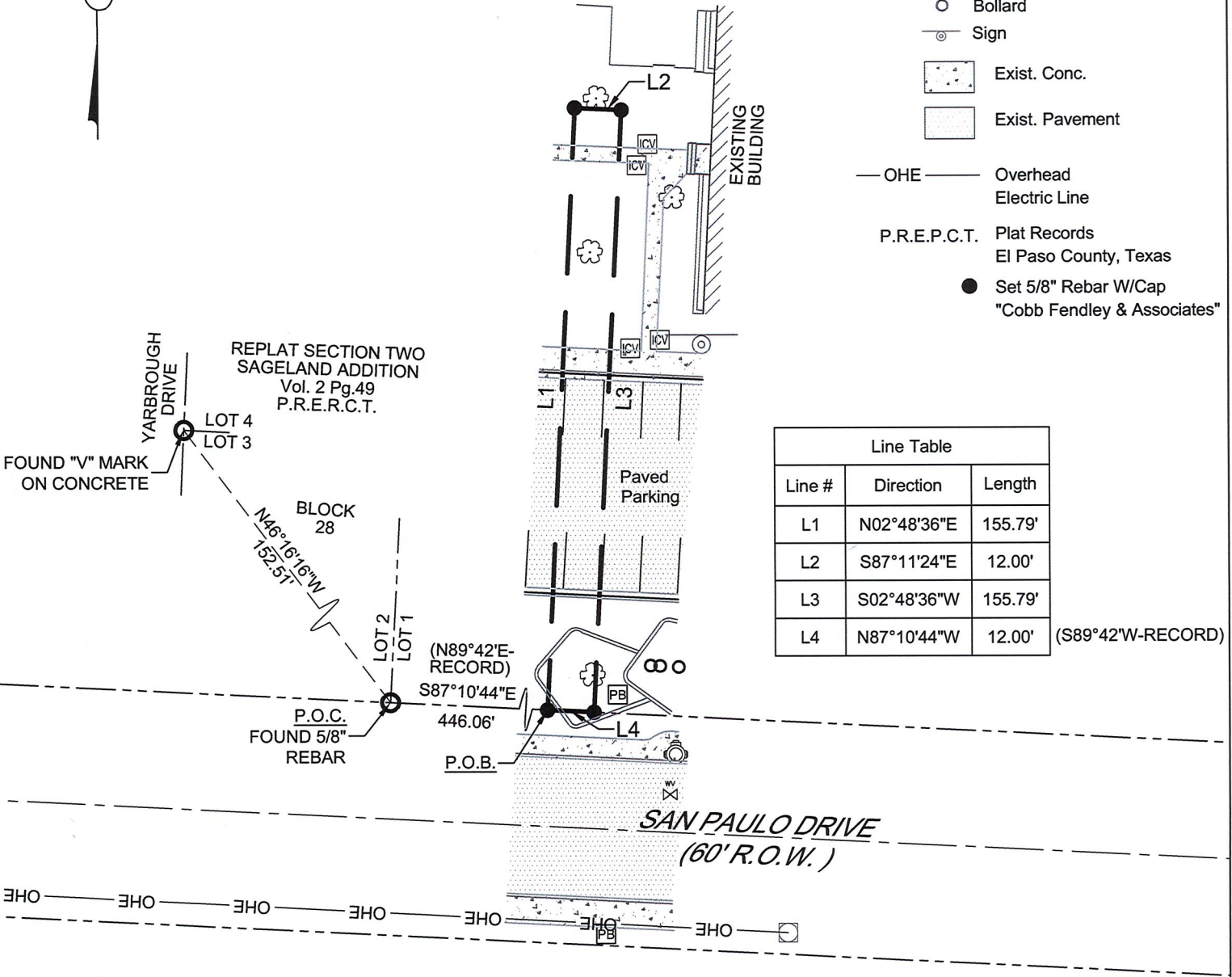
MUNICIPAL CENTER  
SUBDIVISION

Vol. 24 Pg. 16  
P.R.E.P.C.T.

LOT 1  
(CITY OF EL PASO)

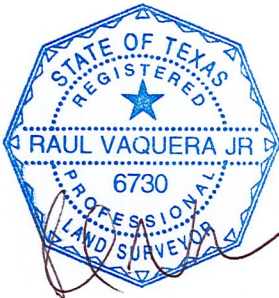
LEGEND

- Telephone Pull Box
- Fire Hydrant
- Water Valve
- Utility Pole
- Irrigation Control Valve
- Trees & Shrubs
- Bollard
- Sign
- Exist. Conc.
- Exist. Pavement
- Overhead Electric Line
- P.R.E.P.C.T. Plat Records  
El Paso County, Texas
- Set 5/8" Rebar W/Cap  
"Cobb Fendley & Associates"



NOTES:

- 1. Bearings are referred to Grid North, Texas Coordinate System - NAD 83, Central Zone - and were derived using GPS relative positioning techniques.
- 2. All distances shown hereon are grid distances, US Survey Feet, and may be converted to grid distances multiplying by 1.000231.
- 3. Bearings and distances shown are as measured in the field.
- 4. This survey was performed without the benefit of a title report. The surveyor did not research subject property title information and/or encroachments. There may be easements affecting this property which are not shown hereon.
- 5. Survey was completed on October 29, 2025.
- 6. This survey is accompanied by a metes and bounds description of even date.



Job No. 2502-058-01



Texas Engineering Firm No. F-274  
Texas Surveying Firm No. 10046700  
11427 Rojas Drive, Suite B | El Paso, TX 79936  
915.858.1892 | fax 915.858.1896 | www.cobbfendley.com

PLAT OF SURVEY

12' EL PASO ELECTRIC COMPANY EASEMENT  
A PORTION OF LOT 1, MUNICIPAL CENTER  
SUBDIVISION, AN ADDITION TO THE CITY OF  
EL PASO, EL PASO COUNTY, TEXAS

DRAWING SCALE: 1"=40' SHEET NO. 1 of 2



METES AND BOUNDS DESCRIPTION  
12' EL PASO ELECTRIC COMPANY EASEMENT

Being a portion of Lot 1, Municipal Center Subdivision, an addition to the City of El Paso, El Paso County, Texas, according to the plat recorded in volume 24, page 16, Plat Records of El Paso County, Texas and being more particularly described by metes and bounds as follows:

**COMMENCING** at a found 5/8" rebar on the northerly right-of-way line of San Paulo Drive for the common southerly corner of said Lot 1, and Lot 2, Block 28, Replat Section Two Sageland Addition, according to the plat recorded in volume 2, page 49, **WHENCE**, a found chiseled "V" mark on the easterly right-of-way line of Yarbrough Drive for the common westerly corner of Lots 3 and 4, in said Block 28, bears N46°16'16"W, a distance of 152.51 feet; **THENCE**, S87°10'44"E (N89°42'E-Record), along said northerly right-of-way line of San Paulo Drive, a distance of 446.06 feet to a set set 5/8" rebar with cap stamped "Cobb Fendley & Associates" for the **POINT OF BEGINNING** of this description;

**THENCE**, N02°48'36"E, a distance of 155.79 feet to a set set 5/8" rebar with cap stamped "Cobb Fendley & Associates";

**THENCE**, S87°11'24"E, a distance of 12.00 feet to a set set 5/8" rebar with cap stamped "Cobb Fendley & Associates";

**THENCE**, S02°48'36"W, a distance of 155.79 feet to a set set 5/8" rebar with cap stamped "Cobb Fendley & Associates" on said northerly right-of-way line of San Paulo Drive;

**THENCE**, N87°10'44"W (S89°42'W-Record), along said northerly right-of-way line, a distance of 12.00 feet to the **POINT OF BEGINNING**, containing 0.0429 acres or 1,869 sq. ft. more or less.

NOTES:

1. This description is accompanied by a survey plat of even date.
2. Bearings recited are referred to Grid North, Texas Coordinate System - NAD 83, Central Zone - and were derived using GPS relative position techniques. Distances are grid distances using a cobined scale factor of 0.999769053.
3. This description was performed without the benefit of a title report. There may be easements affecting this property which are not shown hereon.

Cobb, Fendley & Associates, Inc.



Raul Vaquera Jr.

Texas RPLS No. 6730

October 29, 2025

SHEET NO. 2 of 2

Job No. 2502-058-01



Texas Engineering Firm No. F-274

Texas Surveying Firm No. 10046700

11427 Rojas Drive, Suite B | El Paso, TX 79936

915.858.1892 | fax 915.858.1896 | www.cobbfendley.com

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IL VAQUERA Drawing File: E:\PROJECTS\2025\02058\_EL\_PASO\_ELECTRIC\01\_7969\_SAN\_PAULO\400\_CAD\402\_SURVEY\2502-058-01-7969 SAN PAULO.DWG

METES & BOUNDS DESCRIPTION

12' EL PASO ELECTRIC COMPANY EASEMENT  
A PORTION OF LOT 1, MUNICIPAL CENTER  
SUBDIVISION, AN ADDICTION TO THE CITY OF  
EL PASO, EL PASO COUNTY, TEXAS