

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

**AGENDA DATE:** September 14, 2021  
**PUBLIC HEARING DATE:** N/A

**CONTACT PERSON(S) NAME AND PHONE NUMBER:** Sam Rodriguez, P.E., City Engineer  
(915) 212-1808

**DISTRICT(S) AFFECTED:** 7

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

**SUBGOAL:** N/A

**SUBJECT:**

That the City Manager, or designee, be authorized to sign an Underground Electrical Easement, granting an easement to the El Paso Electric Company on the property located near the intersection of Alameda Avenue and Presa Place legally described as a portion of Tract 4-A, Block 47, Ysleta Grant, an addition to the City of El Paso, El Paso County, Texas.

**BACKGROUND / DISCUSSION:**

The easement is needed to provide electrical power in support of the Pavo Real Improvements project.

**PRIOR COUNCIL ACTION:**

N/A

**AMOUNT AND SOURCE OF FUNDING:**

N/A

**HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED?**  YES  NO

**PRIMARY DEPARTMENT:** Capital Improvement Department

**SECONDARY DEPARTMENT:** N/A

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

**DEPARTMENT HEAD:**

*Jerry DeMuro/for*

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Sam Rodriguez, P.E., City Engineer

**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 Underground Electrical Easement, granting an easement to the El Paso Electric Company on the property located near the intersection of Alameda Avenue and Presa Place legally described as a portion of Tract 4-A, Block 47, Ysleta Grant, an addition to the City of El Paso, El Paso County, Texas.

**ADOPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2021.**


**THE CITY OF EL PASO:**

\_\_\_\_\_  
Oscar Leeser  
Mayor


**ATTEST:**

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

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Omar De La Rosa  
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 TRACT 4-A, BLOCK 47, YSLETA GRANT, EL PASO COUNTY, TEXAS**

The easement is as depicted 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, 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:

  
\_\_\_\_\_  
Omar De La Rosa  
~~Sol M. Cortez~~  
Assistant City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
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 \_\_\_\_\_, 2021 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 \_\_\_\_\_, 2021 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**

## PROPERTY DESCRIPTION

### 10' UNDERGROUND UTILITY AND 12'X18' TRANSFORMER EASEMENT

Description of a strip of land lying in Tract 4-A, Block 47, Ysleta Grant, City of El Paso, El Paso County, Texas, map of said Block 47 by JW Carter on file at the El Paso Central Appraisal District offices, and also lying in that parcel recorded in book 365, page 1808, El Paso County Clerk's Deed Records, and described as follows;

Commencing at a city monument found at the intersection of Presa Place (30' wide) and Hancock Road (50' wide); Thence along the centerline of said Presa Place, South 27°08'46" West a distance of 795.37'; Thence leaving said centerline of Presa Place, South 62°49'00" East a distance of 25.90' to a point on the back of curb, and being the "Point Of Beginning";

Thence, the following 12 courses;

1. South 62°58'52" East a distance of 168.69' to an angle point;
2. North 26°28'19" East a distance of 4.00' to an angle point;
3. South 63°31'41" East a distance of 12.00' to an angle point;
4. South 26°28'19" West a distance of 18.00' to an angle point;
5. North 63°31'41" West a distance of 12.00' to an angle point;
6. North 26°28'19" East a distance of 4.00' to an angle point;
7. North 62°58'52" West a distance of 168.86' to a point on the back of curb;
8. North 27°26'15" East a distance of 10.00' to the "Point of Beginning" of said easement and containing 1,904 sq. ft. or 0.0437 acres.

Based on a field survey performed under my supervision and dated 7/19/2021

  
John A. Eby, Texas R.P.L.S. 5372 NM PLS 17779

Paso Del Norte Surveying Inc.  
13998 Bradley Road  
El Paso, TX. 79938  
915-241-1841  
TBPLS FIRM #10001200

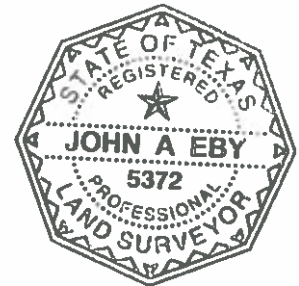


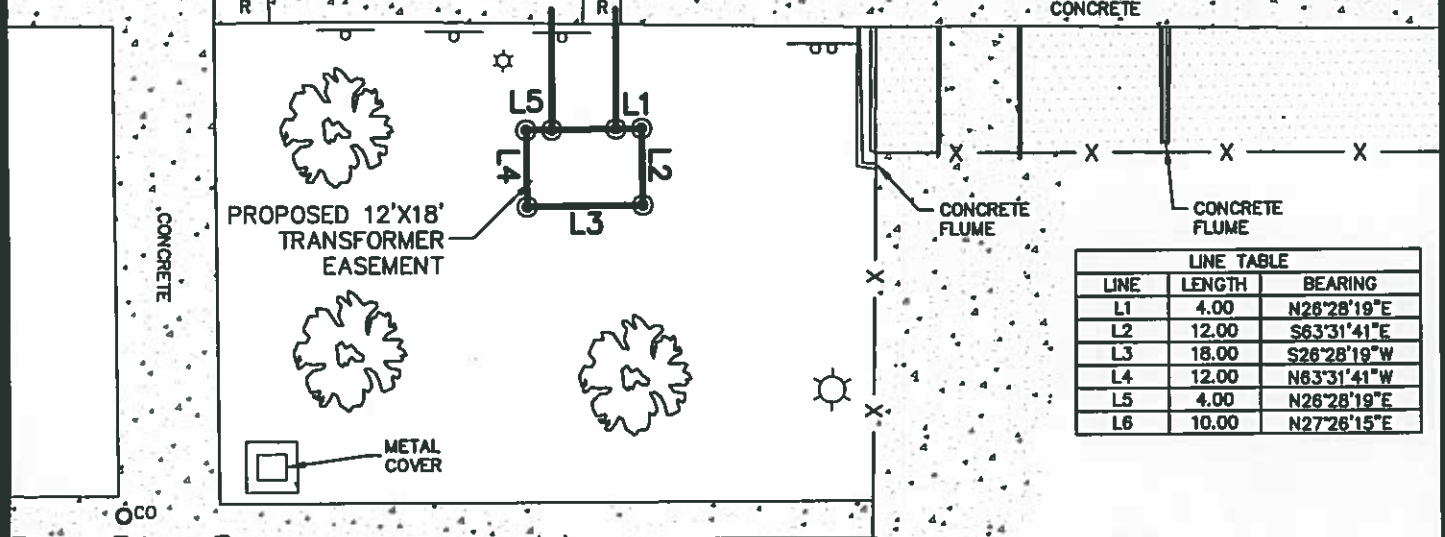
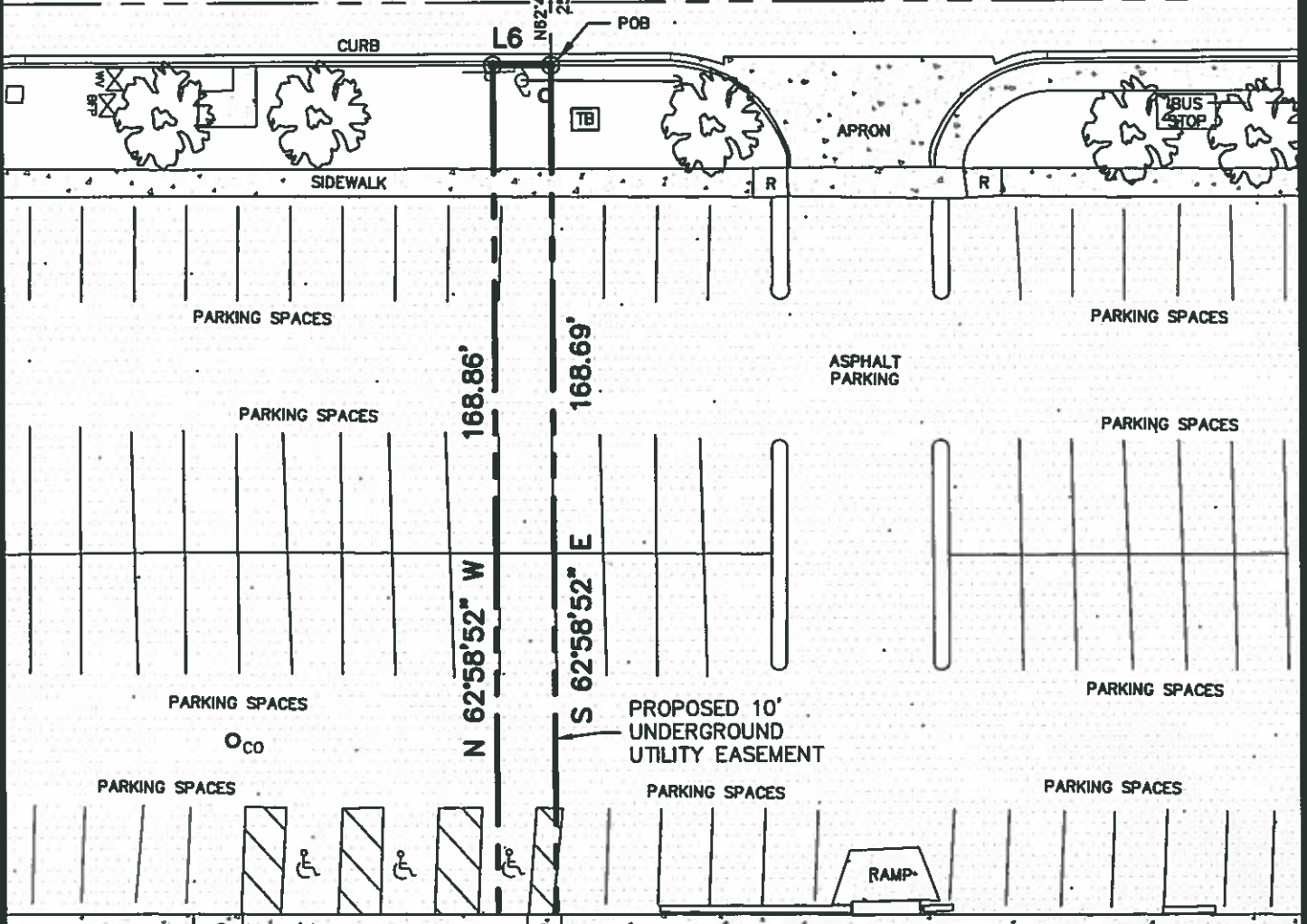
EXHIBIT "A-1"

**PRESA PLACE**

(30' R.O.W.)

S27°08'46"W 795.37'

(POC) FOUND CITY MONUMENT AT INTERSECTION OF PRESA PL & HANCOCK ROAD



LINE TABLE		
LINE	LENGTH	BEARING
L1	4.00	N26°28'19"E
L2	12.00	S63°31'41"E
L3	18.00	S26°28'19"W
L4	12.00	N63°31'41"W
L5	4.00	N26°28'19"E
L6	10.00	N27°26'15"E

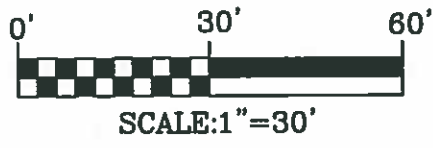
9301 ALAMEDA AVENUE TRACT 4A BUILDING

CITY OF EL PASO VOLUME 365, PAGE 1808, EL PASO COUNTY DEED RECORDS

**CERTIFICATION**

I HEREBY CERTIFY THAT THIS BOUNDARY AND IMPROVEMENT SURVEY IS BASED ON A FIELD SURVEY PERFORMED UNDER MY SUPERVISION AND COMPLIES WITH THE CURRENT TEXAS BOARD OF PROFESSIONAL LAND SURVEYING PROFESSIONAL AND TECHNICAL STANDARDS

*[Signature]*  
JOHN A EBY TX-5372 NM-17779



UPDATED: 07/29/2021



PROPOSED ELECTRIC EASEMENT LYING IN TRACT 4A, BLOCK 47, YSLETA GRANT, CITY OF EL PASO, EL PASO COUNTY, TEXAS

TITLE CO: NONE PROVIDED

DATE OF SURVEY: 07/19/2021 OFFICE: DH FIELD: JAE, AG

**PASO DEL NORTE SURVEYING INC.** PH. 915-241-1841  
13998 BRADLEY ROAD, EL PASO, TEXAS 79938 FAX 915-855-6925  
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