

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

DEPARTMENT: **Engineering & Construction Management**

AGENDA DATE: **February 11, 2013**

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

DISTRICT AFFECTED: **7**

SUBJECT:

Item is to request approval of a resolution authorizing the City Manager to execute, on behalf of the City of El Paso, an underground electrical easement to El Paso Electric Company for the provision of electrical power to a new subdivision, Gran Vista Estates, Unit One.

BACKGROUND / DISCUSSION:

El Paso Electric Company has received a request to provide underground electrical service to Gran Vista Estates Subdivision, Unit One, which involves the installation of an underground line within a property owned by the City of El Paso. In order for El Paso Electric to proceed with the new customer service request, they require a 10 ft. by 125 ft. underground 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 Easement to El Paso Electric Company for the provision of electrical power to Gran Vista Estates, Unit 1, said easement being more particularly described as a portion of Lot 14, Block 1, Gran Vista Estates Unit One, Replat A, City of El Paso, El Paso County, Texas.

ADOPTED THIS _____ DAY OF _____, 2013.

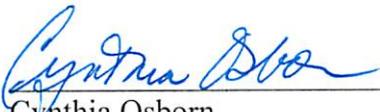
THE CITY OF EL PASO

John F. Cook
Mayor

ATTEST:

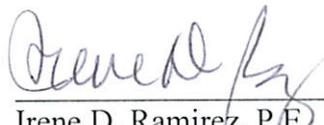
Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:



Cynthia Osborn
Assistant City Attorney

APPROVED AS TO CONTENT:



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

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**

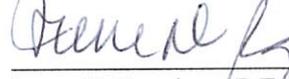
Joyce A. Wilson,
City Manager

APPROVED AS TO FORM:

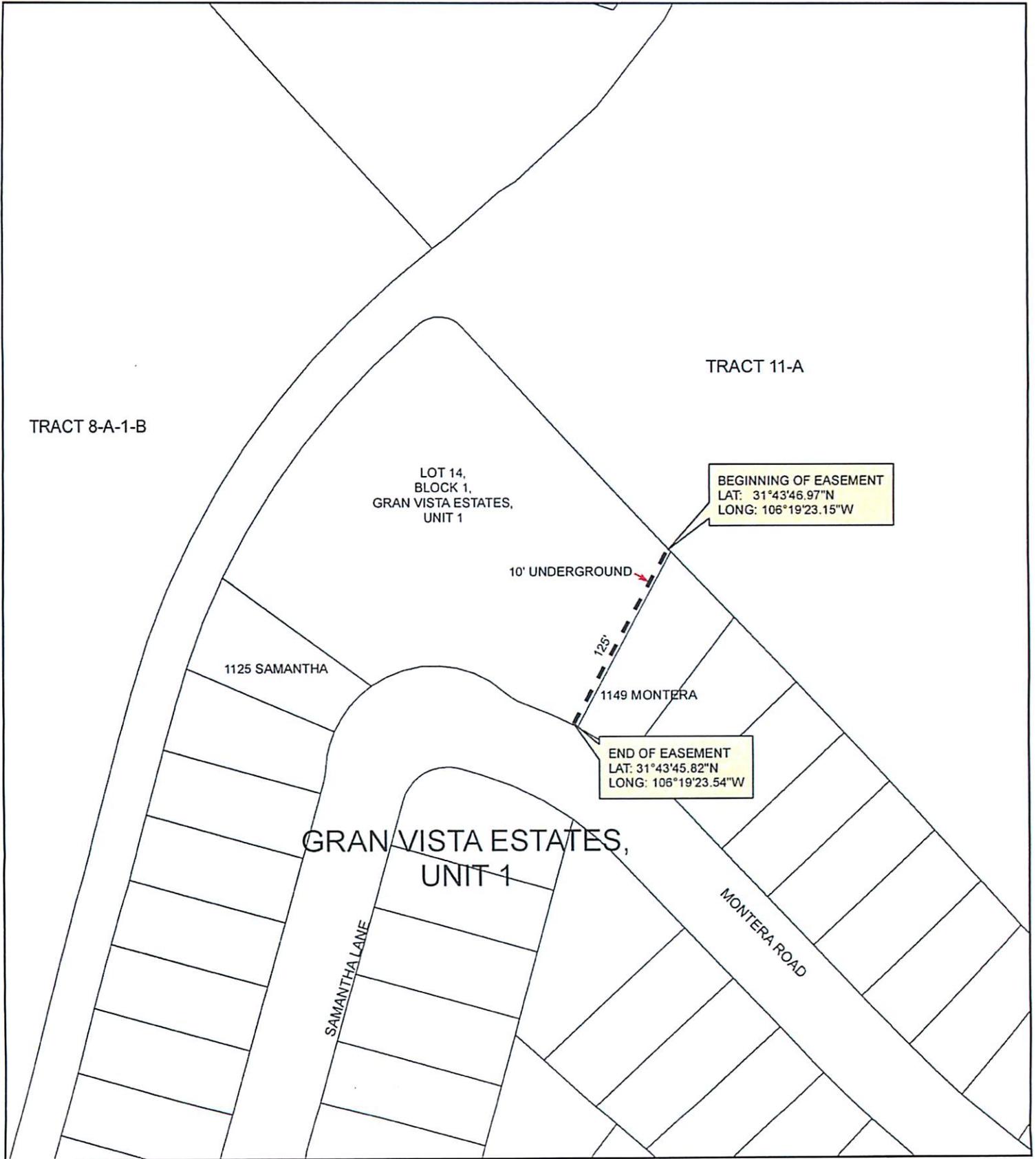


Cynthia Osborn
Assistant City Attorney

APPROVED AS TO CONTENT:



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



LEGEND

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



EL PASO ELECTRIC CO. R.O.W.
A PORTION OF:
LOT 14,
BLOCK 1,
GRAN VISTA ESTATES, UNIT 1,
EL PASO COUNTY, TEXAS

EXHIBIT A

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



SCALE: NONE
DATE: 1/24/2013
W.O. # DT020380