

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

**DEPARTMENT:**      **Engineering**

**AGENDA DATE:**    **April 7, 2009**

**CONTACT PERSON/PHONE:** **R. Alan Shubert, 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, one permanent drainage easement between the City and Joe L. & Manuela Guzman upon their private property at 8009 Bowen Road and one temporary construction easement between the City and Joe L. & Manuela Guzman. Phase I of the project (CDBG-funded) consisted of the installation of storm sewer all along Bowen Street. The easements being presented are within the scope of Phase II which consists of the construction of a 0.9 acre retention pond, an access roadway and a RCP connection between the Bowen Street storm water system and the retention pond. There are no funding requirements for the granting of these easements.

**BACKGROUND / DISCUSSION:**

The project was approved as part of the 2006 CO issuance. The project site is located approximately 1200 feet from the intersection of Alameda Avenue and Yarbrough Drive and closely situated near the northerly conclusion of Bowen Road. The proposed easements will enable the City to complete the Bowen Street & Drainage Improvement Project in its entirety. Once the easements are approved and executed with the prospective property owners, the construction contract will be put out to bid.

**PRIOR COUNCIL ACTION:**

Council has previously considered and approved the purchase of right-of-way for the retention pond.

**AMOUNT AND SOURCE OF FUNDING:**

Although no expenditure is required for this action, other costs within the project are being funded through 2006 Certificates of Obligation. No budgetary adjustments are necessary.

<u>Project</u>	<u>Fund</u>	<u>Department</u>	<u>Account</u>
PCP06FC0002D	27263	99331117	508000

**BOARD / COMMISSION ACTION:**

(N/A)

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

**LEGAL:** (if required) \_\_\_\_\_ **FINANCE:** (if required) \_\_\_\_\_

**DEPARTMENT HEAD:** \_\_\_\_\_  


**APPROVED FOR AGENDA:** \_\_\_\_\_

**CITY MANAGER:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

**RESOLUTION**

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

That the City Manager be authorized to sign and accept from JOEL L. GUZMAN and MANUELA GUZMAN the following easements which are needed for the Bowen Drive Subsurface Storm Drainage System and Retention Pond Project:

- a) a Drainage Easement for a 0.0310 acre parcel of land, more or less out of a portion of Tract 18-E, Block 29, Ysleta Grant, City of El Paso, El Paso County Texas; and
- b) a Temporary Construction Easement within a portion of Tract 18-E, Block 29, Ysleta Grant, El Paso, El Paso County, Texas.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2009.

CITY OF EL PASO:

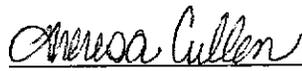
ATTEST:

\_\_\_\_\_  
John F. Cook, Mayor

\_\_\_\_\_  
Richarda Duffy-Momsen  
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Theresa Cullen  
Deputy City Attorney

  
\_\_\_\_\_  
Alan Shubert, P.E.  
City Engineer

STATE OF TEXAS           §  
  §  
COUNTY OF EL PASO    §

**DRAINAGE EASEMENT**

That JOE L. GUZMAN and MANUELA GUZMAN, hereinafter called Grantor, of the County of El Paso, State of Texas, in consideration of the sum of TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable consideration paid to the Grantor, by the City of El Paso, the receipt and sufficiency of which is hereby acknowledged by Grantor; and, for which no lien is retained, either expressed or implied, does hereby grant, sell and convey a permanent easement on, under, across and through that certain parcel of land owned by Grantor, to the City of El Paso (Grantee).

A 0.0310 acre parcel of land, more or less out of a portion of Tract 18-E, Block 29, Ysleta Grant, as recorded in Volume 2645, Page 815, Real Property Records, El Paso County, Texas, being more particularly described by metes and bounds in Exhibit "A" which is attached hereto and made a part hereof for all purposes,

The rights granted include the right to construct, build, install, repair, reconstruct, maintain and operate a storm sewer drainage line or lines with appurtenances and improvements thereto and the rights of access, ingress and egress. The easement rights shall be vested in the Grantee effective the date immediately below.

Grantee may use such portion of the property along and adjacent to said easement as may be reasonably necessary, in connection with the construction, reconstruction, installation, maintenance, repair, removal or replacement of the facilities provided that Grantee shall be responsible to restore the property to the condition it was in prior to Grantee's use.

This grant is to have and to hold, the above-described rights and easement together with all and singular, the rights and appurtenances thereto in any way belonging to Grantee, its successors and assigns forever; and Grantor is hereby bound, together with its officers, agents and employees to warrant and defend the above-described easement to Grantee, its successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof. Such rights and easement shall be covenants running with the land and shall be binding upon Grantor, its heirs, executors, administrators, successors and assigns.

Grantor reserves the right to full use and enjoyment of the property encumbered by the Easement, except as otherwise provided herein, and such use shall not hinder, conflict or interfere with the exercise of Grantee's rights hereunder, and Grantor acknowledges that no building, reservoir, structure, trees or other improvement, other than paving and basic landscaping with medium size shrubbery, shall be constructed or maintained on said Easement without Grantee's written consent.

Other than the rights and easement granted herein, Grantor reserves the right to the full use and enjoyment of the property encumbered by this easement, except as otherwise provided herein, and such use shall not hinder, conflict, or interfere with the exercise of Grantee's rights hereunder.

Grantor, its heirs, executors, administrators, successors, and assigns shall, at all times, have access from the remaining property to the land covered by this easement and Grantee shall in no way prohibit ingress to or egress from any adjacent land owned by the Grantor because of construction or any other reason.

The undersigned represents and warrants to Grantee that the undersigned is the owner of record of the property above described and has the full power and authority to grant this Easement.

When the context requires singular nouns and pronouns, include the plural.

Witness the following signatures this \_\_\_\_ day of \_\_\_\_\_, 2009.

GRANTOR:

\_\_\_\_\_  
JOE L. GUZMAN

\_\_\_\_\_  
MANUELA GUZMAN

**ACKNOWLEDGEMENT**

**STATE OF TEXAS**       §  
                                  §  
**COUNTY OF EL PASO** §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2009, by Joe L. Guzman.

\_\_\_\_\_  
Notary Public, State of Texas

\_\_\_\_\_  
My commission expires

(Acknowledgement and Signatures continued on next page)

**ACKNOWLEDGEMENT**

STATE OF TEXAS       §  
                                  §  
COUNTY OF EL PASO   §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2009,  
by Manuela Guzman.

\_\_\_\_\_  
Notary Public, State of Texas

\_\_\_\_\_  
My commission expires

ACCEPTED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2009.

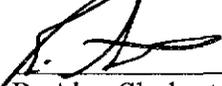
Grantee  
CITY OF EL PASO:

\_\_\_\_\_  
Joyce A. Wilson  
City Manager

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Theresa Cullen  
Deputy City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
R. Alan Shubert, P.E.  
City Engineer

**ACKNOWLEDGEMENT**

STATE OF TEXAS       §  
                                  §  
COUNTY OF EL PASO   §

This instrument was acknowledged before me on the \_\_\_\_\_ day of \_\_\_\_\_, 2009,  
by Joyce A. Wilson, City Manager of the City of El Paso, Texas.

\_\_\_\_\_  
Notary Public, State of Texas

\_\_\_\_\_  
My commission expires



**METES AND BOUNDS DESCRIPTION**  
***"10 FEET WIDE DRAINAGE EASEMENT EXHIBIT"***

*A 0.0310 acre parcel situate within the corporate limits of the City of El Paso, El Paso County, Texas, as a portion of Tract 18-E, Block 29, Ysleta Grant, as recorded in Volume 2645, Page 815, Real Property Records of El Paso County, Texas, and being more particularly described by metes and bounds as follows.*

**COMMENCING** for reference at a city monument found at the center line point of intersection of Bowen Road (50.00 feet wide) located southwest of Tract 8, San Jose Park as filed in Volume 9, Page 29 of the Plat Records of El Paso County; **THENCE**, leaving said city monument and following the center line of Bowen Road, North 29°09'00" West, 95.97 feet to the northerly boundary line of San Jose Park; **THENCE**, leaving the center line of Bowen Road and following the northerly boundary line of San Jose Park, South 80°30'00" West, a distance of 2.88 feet (0.13 feet ~ record) to the center line of Bowen Road; **THENCE**, leaving the northerly boundary line of San Jose Park and following the center line of Bowen Road,, North 28°20'00" West, a distance of 225.80 feet; **THENCE**, leaving the center line of Bowen Road, North 61°40'00" East, a distance of 25.00 feet to the easterly right-of-way line of Bowen Road for the **POINT OF BEGINNING** of the parcel herein described;

**THENCE**, following the easterly right-of-way line of Bowen Road, North 28°20'00" West, a distance of 10.57 feet to the northwest corner of the parcel herein described, identical to the northwest corner of said Tract 18-E and the most southerly corner of Tract 18-A, Block 29, Ysleta Grant, as recorded in Document No. 20070093360, Real Property Records of El Paso County;

**THENCE**, leaving the easterly right-of-way line of Bowen Road and following the boundary line common to said Tracts 18-E and 18-A, North 80°30'00" East, a distance of 135.17 feet to the westerly right-of-way of a twenty (20) feet wide irrigation ditch for the northeast corner of the parcel herein described, identical to the northeast corner of said Tract 18-E and the southeast corner of said Tract 18-A;

**THENCE**, leaving the boundary line common to said Tracts 18E and 18A and following the westerly right-of-way line of said twenty (20) feet wide irrigation ditch, South 30°45'52" East, a distance of 10.73 feet to the southeast corner of the parcel herein described;

**THENCE**, leaving the westerly right-of-way line of said twenty (20) feet wide irrigation ditch, South 80°30'00" West, a distance of 135.65 feet to the **TRUE POINT OF BEGINNING**;

Said parcel containing 0.0310 acres (1,354.1 square feet), more or less, and being subject to all easements of record.

I hereby certify that this description was prepared by me or under my supervision and is based on a ground survey and that the information contained hereon is true and correct to the best of my knowledge and belief

Isaac Camacho  
Isaac Camacho, TX RPLS No. 53372  
Date: October 24, 2008  
Job No. 06539-010



Exhibit "A"  
2 of 3

HENDERSON  
SUBDIVISION

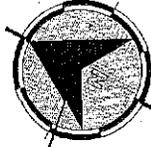
CITY OF EL PASO  
TRACT C  
VOLUME 1814, PAGE 1447

CITY OF EL PASO  
TRACT D  
VOLUME 1814,  
PAGE 1447

CITY OF EL PASO  
TRACT B  
VOLUME 1814, PAGE 1447

IRRIGATION DITCH  
(20' R.O.W.)

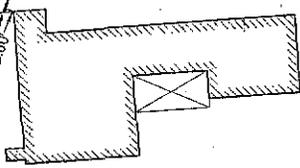
YSLETA GRANT  
BLOCK 29



1 INCH = 40 FEET

YSLETA GRANT  
BLOCK 29

MARIANO CARRILLO JR  
TRACT 18A  
DOC No. 20070093380



JOEL L. & MANUELA GUZMAN  
TRACT 18B  
VOLUME 2645, PAGE 0815

PATRICIA A. & DANIEL DURAN  
TRACT 18 D, BLOCK 29  
YSLETA GRANT  
VOLUME 1833, PAGE 1479

SERGIO M. & FRANCISCA AVILA  
SAN JOSE PARK TRACT 8  
VOLUME 3408, PAGE 0059

BOWEN ROAD (50' R.O.W.)

P.O.C. FOUND CITY MONUMENT

- LEGEND**
- PROJECT BOUNDARY: ————
  - SUBDIVISION LINE: ————
  - TRACT/LOT LINE: ————
  - CENTERLINE OF ROW: ————
  - CHAINLINE FENCE: —○—○—○—

LINE TABLE		
LINE	DIRECTION	DISTANCE
L1	N 29°09'00" W	95.97'
L2 (R)	S 80°30'00" W	0.13'
L2 (M)	S 80°30'00" W	2.68'
L3	N 61°40'00" E	25.00'
L4	N 28°20'00" W	10.57'
L5	S 30°45'52" E	10.73'

**REFERENCE NOTES**  
1. SUBJECT PROPERTY IS LOCATED IN FLOOD ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLAIN) AS DETAILED ON THE CITY OF EL PASO FLOOD INSURANCE RATE MAP PANEL NO. 486214 00 44C, DATED FEBRUARY 16, 2006.

**CERTIFICATION**  
I HEREBY CERTIFY THAT THIS EASEMENT SURVEY IS BASED ON RECORD INFORMATION ONLY AND IS NOT A GROUND SURVEY AND THAT THE INFORMATION CONTAINED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

*Isaac Camacho* 10/24/08  
ISAAC CAMACHO DATE  
REGISTERED PROFESSIONAL LAND SURVEYOR  
TEXAS REGISTRATION No. 5337



PROPOSED DRAINAGE EASEMENT EXHIBIT

DRAWN BY: F.I. CHECKED BY: I.C. DATE: 10-08-2008 SCALE: 1" = 40'  
A PORTION OF TRACT 18E, BLOCK 29 YSLETA GRANT,  
CITY OF EL PASO, EL PASO COUNTY, TEXAS.



417 EXECUTIVE CENTER - EL PASO, TX 79902 - PH (915) 542-4900  
FAX (915) 542-2867 - WWW.BROCKBUSTILLOS.COM

FILE NO: 06539-010

Exhibit "A"  
3 of 3

**STATE OF TEXAS**

§  
§

**TEMPORARY EASEMENT FOR  
CONSTRUCTION**

**COUNTY OF EL PASO**

§

**KNOW ALL MEN BY THESE PRESENTS:**

That JOE L. GUZMAN and MANUELA GUZMAN, of the County of El Paso, State of Texas, hereinafter called "Grantor", for and in consideration of the sum of TEN AND 00/100TH DOLLARS (\$10.00) and other good and valuable consideration paid, receipt of which is hereby acknowledged, does hereby grant to the CITY OF EL PASO, TEXAS, hereinafter "Grantee", a Municipal Corporation of the City of El Paso, State of Texas, a Temporary Easement in, upon and across the following described real property, collectively the "Property", situated in El Paso County, Texas, to-wit:

a 15-foot wide parcel of land being a portion of Tract 18-E, Block 29, Ysleta Grant, as recorded in Volume 2645, Page 815, Real Property Records, El Paso County, Texas, being more particularly described on Exhibit "A" which is attached hereto and made a part hereof for all purposes, and

together with the right of ingress and egress for all purposes incident to said grant, for the purpose of using and occupying such Property as additional workspace during construction of the Bowen Drive Subsurface Storm Drainage System and Retention Pond Project. The permission to use the property for construction operation includes the right to move and remove equipment and supplies on the land and to perform any other work necessary and incident to the Project together with the right to trim, cut, fill and remove therefrom all trees, underbrush, obstructions and any other vegetation, structures or obstacles within the limits of the temporary construction easement; reserving, however, to the Grantor, its heirs and assigns, all such rights and privileges as may be used without interfering with or abridging the rights and easements hereby acquired, subject, however, to existing easements for public utilities. The Property shall not be used it as a staging area. Upon completion of the Project, the surface of the temporary construction easement will be

restored, including the replanting of all vegetation, and cleaned, to the condition it was prior to such entry, to the full extent reasonably practicable. This grant of authority shall extend to all contracts let by the City of El Paso or its construction contractor, personnel and other workers, sub contractors, and agents in furtherance of the objectives herein stated.

The easement and rights herein granted shall terminate on December 31, 2009, and Grantee shall furnish Grantor with an appropriate recordable instrument releasing the interest of Grantee and its assigns, if any, in the Temporary Easement herein granted.

Grantee shall have the right to assign all or any part its rights hereunder to third parties, provided, however, that Grantee shall remain fully liable for its obligations assumed hereunder and upon the completion of the Project, Grantee shall furnish Grantor with an appropriate instrument releasing the interest of any of Grantee's assignees in the Temporary Easement herein granted.

To the extent allowed by Texas State law, Grantee shall indemnify and hold Grantor harmless from and against any and all claims, demands, damages, suits, liabilities, costs and expenses including, but not limited to, attorney's fees, arising by reason of the death of or injury to persons or loss of or damage to Property caused by any exercise by Grantee or its assignee or assignees of any of the rights granted hereunder, during the period of construction of the Project.

IN WITNESS WHEREOF this instrument is executed on the \_\_\_\_ day of \_\_\_\_\_, 2009.

GRANTOR:

\_\_\_\_\_  
JOE L. GUZMAN

\_\_\_\_\_  
MANUELA GUZMAN

(Acknowledgments begin on next page)

**ACKNOWLEDGEMENT**

**STATE OF TEXAS**       §  
                                  §  
**COUNTY OF EL PASO**   §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2009, by  
Joe L. Guzman.

\_\_\_\_\_  
My commission expires

\_\_\_\_\_  
Notary Public, State of Texas

**ACKNOWLEDGEMENT**

**STATE OF TEXAS**       §  
                                  §  
**COUNTY OF EL PASO**   §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2009, by  
Manuela Guzman.

\_\_\_\_\_  
My commission expires

\_\_\_\_\_  
Notary Public, State of Texas

(Signatures continued on next page)

ACCEPTED THIS \_\_\_\_ DAY OF \_\_\_\_\_, 2009.

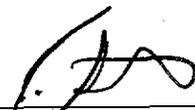
Grantee  
CITY OF EL PASO:

\_\_\_\_\_  
Joyce A. Wilson  
City Manager

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Theresa Cullen  
Deputy City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
R. Alan Shubert, P.E.  
City Engineer

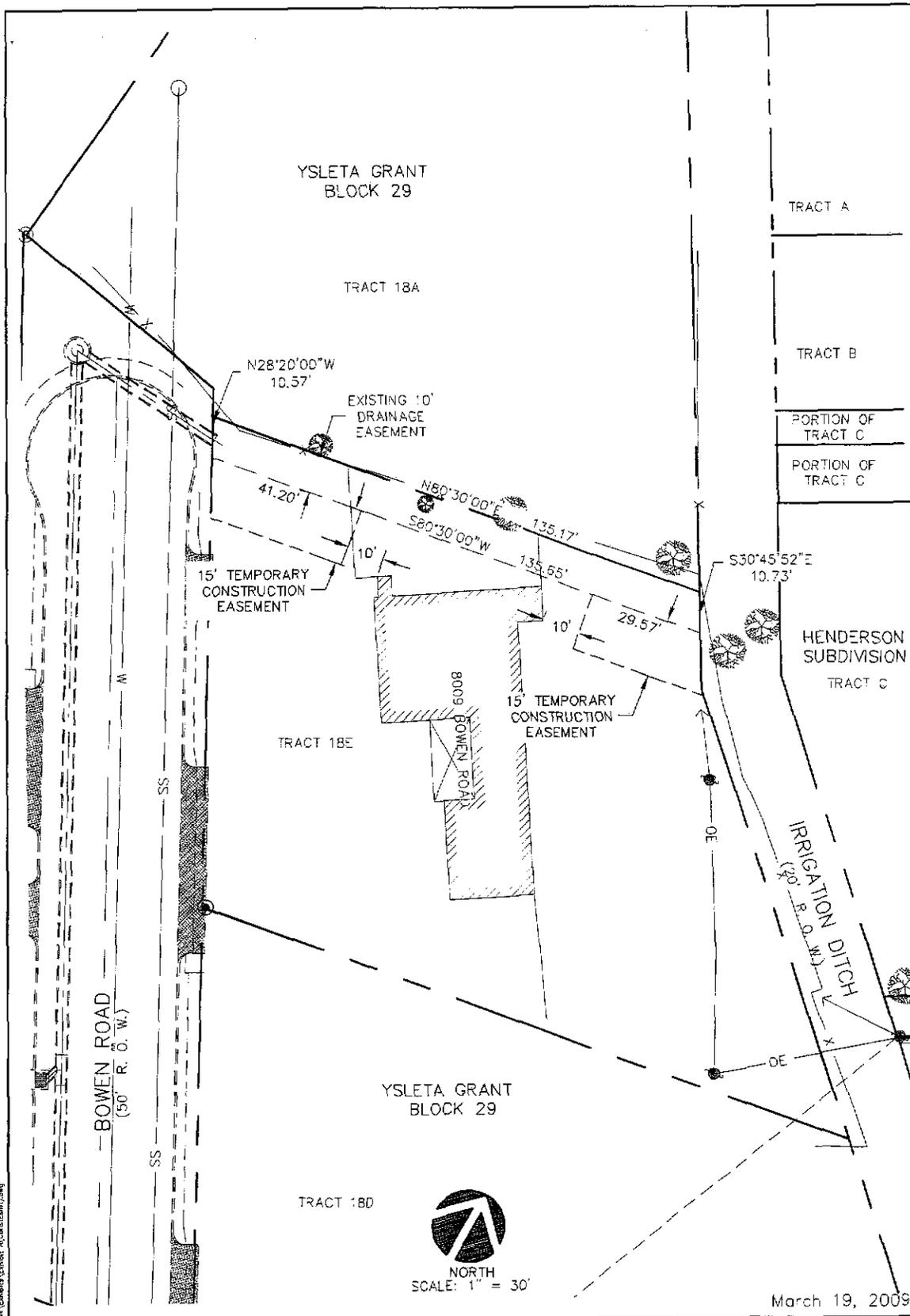
ACKNOWLEDGEMENT

STATE OF TEXAS           §  
  §  
COUNTY OF EL PASO    §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2009,  
by Joyce A. Wilson, City Manager of the City of El Paso, Texas.

\_\_\_\_\_  
Notary Public, State of Texas

\_\_\_\_\_  
My commission expires



M:\122023\_1\122023\_1.dwg and  
 ©\Vending Drawings\0827 Bowen Sluam Survey A.dwg Plots\Civil\Exhibit A\Construction.dwg

March 19, 2009

**BOWEN DRIVE  
 SUBSURFACE STORM  
 DRAINAGE SYSTEM AND  
 RETENTION POND, PHASE II**

**EXHIBIT "A"  
 TEMPORARY  
 CONSTRUCTION  
 EASEMENT**