



**COMMISSIONERS COURT  
COMMUNICATION**

AGENDA DATE : July 9, 2012

CONSENT OR REGULAR: Consent

CONTRACT REFERENCE NO  
(IF APPLICABLE): **KK-2012-0208**

**SUBJECT:** Approve and authorize the County Judge to sign the easement agreement with the Lower Valley Water District for a water line installation at the Mission Valley Annex.

**BACKGROUND/DISCUSSION OF TOPIC:** To include statutory requirement, operational impact, or performance goal.

The Lower Valley Water District is requesting an easement through the Mission Valley Annex property to install a main water line that will connect to TX 20 and provide water service to utility users East of Clint.

**FISCAL IMPACT:** None

**PRIOR COMMISSIONERS COURT ACTION (IF ANY):**

**RECOMMENDATION:** Approval

**COUNTY ATTORNEY APPROVAL**

The attached document has been given legal review by the El Paso County Attorney's Office on behalf of the County of El Paso, its officers, and employees. Said legal review should not be relied upon by any person or entity other than the County of El Paso, its officers, and employees.

COUNTY ATTORNEY:

LEGAL REVIEW:

LEGAL REVIEW NOTES (If Applicable):

DATE:

SUBMITTED BY:

Ernesto Carrizal III, P.E. Public Works Director. Public Works Dept. 915-546-2015

**Ernie Carrizal**

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**From:** Erich Morales  
**Sent:** Tuesday, July 03, 2012 11:05 AM  
**To:** Ernie Carrizal  
**Cc:** Norma Rivera Palacios; Josefina Vasquez  
**Subject:** KK-2012-0208/Wastewater line easement/ LVWD/ Mission Valley Annex

**COUNTY LEGAL REVIEW FORM**

KK-2012-0208

Contract Description

Wastewater line easement/ LVWD/ Mission Valley Annex

COUNTY ATTORNEY ACTION\*\*

\*\*Requested Amendments/Clarifications: We assume you have submitted any questions or comments you have regarding the terms of the contract, as well as any specific provisions to which you object, or which you want to have changed.

Approved as to Form as Submitted  
 Approved as to Form with Amendments/Modifications/Reservations Noted Below\*  
 Not Approved

This document has been given legal review by the El Paso County Attorney's Office on behalf of the County of El Paso, its officers, and employees. Said legal review should not be relied upon by any person or entity other than the County of El Paso, its officers, and employees.

**Erich A. Morales**  
**Assistant County Attorney**

**EASEMENT AGREEMENT BETWEEN THE  
LOWER VALLEY WATER DISTRICT AND THE COUNTY OF EL PASO TEXAS**

STATE OF TEXAS  
COUNTY OF EL PASO

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1. **Grant of Easement:** That the County of El Paso, Texas as Grantor, for good and valuable consideration by Lower Valley Water District as Grantee, does grant, sell, and convey unto Grantee a non-exclusive utility easement upon and across the following described property of the Grantor: portion of **TR 22-B1-A, Block 20, San Elizario Grant, El Paso County** as further more specifically described in the attached "Exhibit A".
2. **Character of Easement:** The easement granted is appurtenant to and runs with the dominant estate property.
3. **Location of Easement:** The easement conveyed shall be upon, under, and across the described property as evidenced by the attached "Exhibit A" Metes and Bounds and Plat of Survey Drawing which is incorporated into and made a part of this document.
4. **Purpose of Easement:** The easement, rights, and privileges granted shall be used only for the purpose of placing, constructing, operating, repairing, maintaining, rebuilding, relocating, and removing wastewater transmission pipeline(s).
5. **Duration of Easement:** The easement, rights, and privileges granted by this grant of easement shall be for so long as the Grantee shall operate and maintain wastewater pipelines within the easement.
6. **Exclusiveness of Easement:** The easement, rights and privileges granted are non-exclusive, and Grantor reserves and retain the rights to convey similar rights and easements to other persons or other utilities, as Grantor may deem proper. Grantor reserves the right to use the surface of the easement for all purposes that do not unreasonably interfere with or interrupt the use of the easement.
7. **Secondary Easement:** In addition to the primary easement, rights, and privileges granted, Grantee shall have the right to use an additional portion of the property of Grantor as may be reasonably necessary to construct and install within the easement granted the wastewater facilities contemplated by this grant, provided that Grantee shall use all efforts to not unreasonably interfere with any business normally conducted at the location. Upon the completion of such construction and installation Grantee shall replace and restore all fences, walls or other structures which may have been removed or damaged during the construction period, and Grantee shall pay Grantor reasonable compensation for such fences, wall, or structures which may not be replaceable, and for any vegetation which may have been damaged or destroyed during construction. The amount of compensation shall be determined and agreed upon by all parties prior to construction.

8. **Limitations:** It is expressly agreed and understood that the easement, rights, and privileges conveyed to Grantee are limited to the installation, operation and maintenance of pipeline(s) for the transmission of wastewater.
9. **Encroachments** Grantee shall maintain the easement at its sole expense and have the right to cut and trim trees or shrubbery which may encroach upon proper functioning of the easement area. Grantee shall dispose of all cuttings and trimmings by loading and hauling away from the premises. Any future construction of improvements on the easement which unreasonably interfere with the use of the easement shall be removed by Grantee if necessary, at Grantor's expense.
10. **Termination:** The easement, rights, and privileges granted in this easement agreement shall terminate when, or such time as the purposes ceases to exist, are abandoned by Grantee, or become impossible of performance.
11. **Failure to Perform:** Should Grantee fail to perform any covenant, undertaking, or obligation arising from this grant of easement, all rights and privileges granted shall terminate, and this agreement shall be of no further force or effect.
12. **Rights Reserved:** Grantor also retains, reserves, and shall continue to enjoy the use of the surface of the easement property for any and all purposes which do not interfere with or prevent the use by Grantee of the area within the easement. Grantor's reservation includes the right to use the surface of the granted easement for private streets, roads, driveways, alleys, parking areas, walks, gardens, lawns or plantings, and other like uses and/or to dedicate all or any part of the surface of the property affected by the easement to any city for use as a public street, road or alley. The rights reserved are only limited by paragraph 9 above and those actions which might damage the pipeline(s) or other fixtures or might prevent reasonable access to the easement.
13. **Entire Agreement:** This instrument contains the entire agreement between the parties relating to the easement rights granted and the parties' obligations. Any oral representations or modifications concerning this instrument shall be of no force and effect unless they are in writing and executed by the by the party to be charged.
14. **Binding Effect:** This agreement shall bind and insure to the benefit of the respective parties, their personal representatives, successors, and assigns.
15. **Consideration:** Grantor agrees to grant Grantee the Easement located at TR 22-B1-A, Block 20, San Elizario Grant, El Paso County, in exchange for the installation by Grantee of one (1) 6-inch wastewater

lateral connection at the County's Mission Valley Annex. Grantee shall waive all applicable fees related to wastewater line installation and connection.

Considered and approved by the El Paso County Commissioners Court in a regularly scheduled meeting posted in accordance with the Texas Open Meetings Act and held on July 9, 2012 in El Paso Texas.

IN WITNESS WHEREOF, this instrument is executed this \_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
County of El Paso Texas  
Grantor  
County Judge Veronica Escobar

**ACKNOWLEDGEMENT**

STATE OF TEXAS            }  
  }  
COUNTY OF EL PASO       }

This instrument was acknowledged before me this \_\_\_\_ day of \_\_\_\_\_, 2012.

By: \_\_\_\_\_  
County Judge Veronica Escobar  
On behalf of the County of El Paso as Grantor

\_\_\_\_\_  
NOTARY PUBLIC IN AND FOR THE  
STATE OF TEXAS

(Notary Seal)

\_\_\_\_\_  
My Commission Expires

Mail to Grantee:  
Lower Valley Water District  
P.O. Box 909  
Clint, Texas 79836