



**CITY OF PLANO
COUNCIL AGENDA ITEM**

CITY SECRETARY'S USE ONLY				
<input type="checkbox"/> Consent <input type="checkbox"/> Regular <input type="checkbox"/> Statutory				
Council Meeting Date:		5/14/12		
Department:		Public Works		
Department Head:		Gerald P. Cosgrove		
Agenda Coordinator (include phone #): Linda Sweeney (7157)				Project No. 6073
CAPTION				
A Resolution of the City Council of the City of Plano, Texas, approving and granting an electric easement to Oncor Electric Delivery Company on City property, Custer Pump Station, located at 1901 West 15 th Street; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.				
FINANCIAL SUMMARY				
<input checked="" type="checkbox"/> NOT APPLICABLE <input type="checkbox"/> OPERATING EXPENSE <input type="checkbox"/> REVENUE <input type="checkbox"/> CIP				
FISCAL YEAR: 2011-12	Prior Year (CIP Only)	Current Year	Future Years	TOTALS
Budget	0	0	0	0
Encumbered/Expended Amount	0	0	0	0
This Item	0	0	0	0
BALANCE	0	0	0	0
FUND(S): N/A				
COMMENTS: This item has no fiscal impact.				
STRATEGIC PLAN GOAL: Granting an electric easement to Oncor Electric Delivery Company relates to the City's Goal of Financially Strong City with Service Excellence.				
SUMMARY OF ITEM				
The proposed easement is to allow Oncor to upgrade underground electrical conduits and the aboveground transformer that will provide electrical service to Custer Pump Station, which is being rehabilitated.				
List of Supporting Documents: Location Map		Other Departments, Boards, Commissions or Agencies N/A		

CUSTER PUMP STATION



Location Map

7/12/2011

A Resolution of the City Council of the City of Plano, Texas, approving and granting an electric easement to Oncor Electric Delivery Company on City property, Custer Pump Station, located at 1901 West 15th Street; authorizing its execution by the City Manager or his authorized designee; and providing an effective date.

WHEREAS, the proposed electric easement is to allow for the upgrade of underground electrical service to serve Custer Pump Station, a copy of which is attached hereto as Exhibit "A" and incorporated herein by reference (hereafter the "Easement"); and

WHEREAS, upon full review and consideration of the Easement and all matters attendant and related thereto, the City Council is of the opinion that the terms and conditions thereof should be approved and that the City Manager or his authorized designee shall be authorized to execute the Easement on behalf of the City of Plano.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF PLANO, TEXAS, THAT:

Section I. The City Council hereby authorizes the granting of the Easement and determines that the Easement is acceptable and is hereby in all things approved.

Section II. The City Manager or his authorized designee is hereby authorized to execute the Easement and all other documents in connection with said Easement on behalf of the City of Plano.

Section III. This Resolution shall become effective immediately upon its passage.

DULY PASSED AND APPROVED this 14th day of May, 2012.

Phil Dyer, MAYOR

ATTEST:

Diane Zucco, CITY SECRETARY

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

District:
WR#:
ER#: _____

EASEMENT AND RIGHT OF WAY

THE STATE OF TEXAS §
 § KNOW ALL MEN BY THESE PRESENTS:
COUNTY OF COLLIN §

That, the **CITY OF PLANO, TEXAS**, a home rule municipal corporation, hereinafter called "Grantor," whether one or more, for and in consideration of Ten and No/100 Dollars (\$10.00) and other valuable consideration to Grantor in hand paid by **ONCOR ELECTRIC DELIVERY COMPANY LLC**, a Delaware limited liability company, 1616 Woodall Rodgers Freeway, Dallas, Texas 75202, hereinafter referred to as "Grantee", has granted, sold and conveyed and by these presents does grant, sell and convey unto said Grantee, their successors and assigns, an easement and right-of-way for overhead and/or underground electric supply and communications facilities, consisting of a variable number of wires and cables, supporting structures, surface mounted equipment, conduits, and all necessary or desirable appurtenances over, under, through, across, and upon Grantor's land described as follows:

SEE EXHIBIT "A" ATTACHED

Together with the right of ingress and egress along and upon said easement and right-of-way and over and across Grantor's adjoining properties for the purpose of and with the right to construct, maintain, operate, repair, remove, replace, reconstruct, abandon in place, and to change the size and capacity of said facilities; the right to relocate said facilities in the same relative direction of said facilities; the right to relocate said facilities in the same relative position to any adjacent road if and as such road is widened in the future; the right to lease wire space for the purpose of permitting others to string or lay wire or cable along said facilities; and the right to trim or remove trees or shrubbery within, but not limited to, said easement area, including by use of herbicides or other similar chemicals approved by the U. S. Environmental Protection Agency as may be necessary to prevent possible interference with the operation of said facilities or to remove possible hazard thereto. Grantor shall not construct, within the easement area, any buildings, structures or other obstructions or perform excavation which may endanger or interfere with the efficiency, safety, and/or convenient operation of said facilities and their appurtenances. Grantor shall not make changes in grade, elevation or contour of the land or impound water within the easement area as described above without prior written consent of Grantee which shall not be unreasonably withheld.

Grantor reserves the right to use the land within the above described easement area for purposes not inconsistent with Grantee's use of such property, provided such use shall not interfere with the exercise by the Grantee of the rights hereby granted.

Grantor, to the extent authorized under the constitution and laws of the State of Texas, agrees to be responsible for its own acts of negligence, and, Grantee, to the extent allowed by law and without waiving any rights or protections provided therein, agrees to be responsible for its own acts of negligence which may arise in connection with any and all claims for damages, cost, and expenses to person or persons and property that may arise out of or be occasioned by this Easement.

Grantee shall procure and maintain for the duration of the Easement insurance coverage as set forth in the Insurance Requirements marked Exhibit "B" attached hereto and incorporated herein by reference. Grantee shall provide a signed insurance certificate verifying that they have obtained the required insurance coverage as a condition of this Easement. The insurance required herein is not in addition to any other insurance requirements required by Grantor of Grantee under other agreements between the parties and may be satisfied by any valid annual certificate of insurance provided by Grantee to Grantor subject to compliance with the minimum coverage requirements in Exhibit "B".

TO HAVE AND TO HOLD the above described easement and right-of-way unto the said Grantee, its successors and assigns, until all of said electric lines and facilities shall be abandoned, and in that event said easement and right-of-way shall cease and all rights herein granted shall terminate and revert to Grantor or Grantor's heirs, successors or assigns; and Grantor hereby binds Grantor and Grantor's heirs, successors, assigns, and legal representatives, to warrant and forever defend the above described easement and right-of-way unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

EXECUTED this _____ day of _____, 2012.

**CITY OF PLANO, TEXAS,
a home-rule municipal corporation**

Bruce D. Glasscock, CITY MANAGER

APPROVED AS TO FORM:

Diane C. Wetherbee, CITY ATTORNEY

**ONCOR ELECTRIC DELIVERY COMPANY,
LLC, a Delaware Limited Liability Company**

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENTS

STATE OF TEXAS

§
§
§

COUNTY OF COLLIN

This instrument was acknowledged before me on the ____ day of _____, 2012, by Bruce Glasscock of the **CITY OF PLANO, TEXAS**, a home rule municipal corporation, on behalf of said municipal corporation.

Notary Public, State of Texas

STATE OF TEXAS

§
§
§

COUNTY OF _____

This instrument was acknowledged before me on the ____ day of _____, 2012, by _____, _____ of **ONCOR ELECTRIC DELIVERY COMPANY, LLC**, a Delaware limited liability company, on behalf of said limited liability company.

Notary Public, State of Texas

AFTER RECORDING RETURN TO:

City Attorney's Office
City of Plano, Texas
P. O. Box 860358
Plano, TX 75086-0358

**FIELD NOTE DESCRIPTION
FOR ONCOR ELECTRIC DELIVERY COMPANY LLC EASEMENT
ACROSS THE PROPERTY OF**

**CITY OF PLANO
VOL. 901, PG. 292 D.R.C.C.T.**

BEING a 0.018 acre strip of land for an Oncor Electric Delivery Company easement located in the Solomon Fitzhugh Survey, Abstract Number 327 of Collin County, Texas and being over, under and across a 3.75 acre tract of land conveyed by deed to City of Plano, as recorded in Volume 901, Page 292 of the Deed Records Collin County, Texas, and being more particularly described as follows:

BEGINNING at a point for a corner, said point being S 00°49'24" E and distance of 8.99 feet from a 1/2" iron rod found, said iron rod being the southeast corner of Lot 2R, Block 3 of Pitman Corners Addition, an addition to the City of Plano, Texas, filed by Final Plat in document number 94-0059241 of the Map Records of Collin County, Texas and being the northeast corner of Lot 9R, Block 3 of Pitman Corners Addition, an addition to the City of Plano, Texas, filed by Final Replat in document number 93-0086825 of the Map Records of Collin County, Texas, said point being in the west property line of said City of Plano tract and being in the east property line of said Lot 9R, Block 3;

THENCE N 90°00'00" E, leaving the west property line of said City of Plano tract and the east property line of said Lot 9R, Block 3, a distance of 8.45 feet for a point for corner;

THENCE N 00°00'00" E, a distance of 17.80 feet for a point for corner;

THENCE N 90°00'00" W, a distance of 7.07 feet for a point for corner;

THENCE N 00°00'00" E, a distance of 20.00 feet for a point for corner;

THENCE N 90°00'00" E, a distance of 20.00 feet for a point for corner;

THENCE S 00°00'00" E, a distance of 20.00 feet for a point for corner;

THENCE N 90°00'00" W, a distance of 2.93 feet for a point for corner;

THENCE S 00°00'00" E, a distance of 27.80 feet for a point for corner;

THENCE N 90°00'00" W, a distance of 18.31 feet for a point for corner, said point being in the west property line of said City of Plano tract and the east property line of said Lot 9R, Block 3;

THENCE N 00°49'00" W, along the west property line of said City of Plano tract and the east property line of said Lot 9R, Block 3, a distance of 10.00 feet to the POINT OF BEGINNING and containing 0.018 acre (761.79 square feet) of land, more or less.

Exhibit "A"
The Easement Property

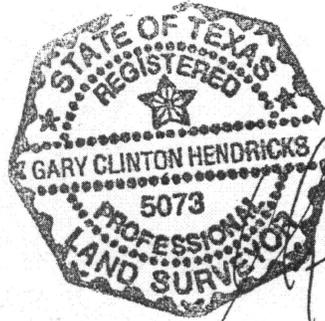
January 3, 2012

The bearings cited on this field note description are based on Texas State Plane Coordinates, NAD83, Texas North Central Zone 4202.

An exhibit of even date herewith accompanies this field note description.

Date of Survey: July 30, 2008

Birkhoff, Hendricks & Carter L.L.P.
Professional Engineers - Texas Firm F526
11910 Greenville Ave., Suite 600
Dallas, Texas 75243
214-361-7900



[Handwritten signature]
1/3/2012

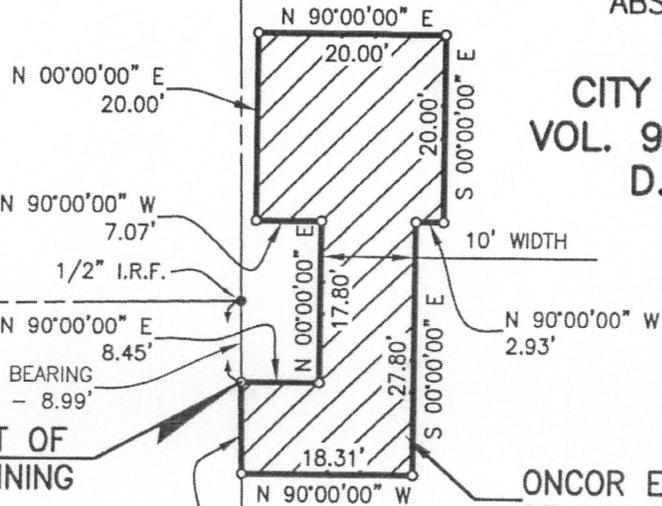
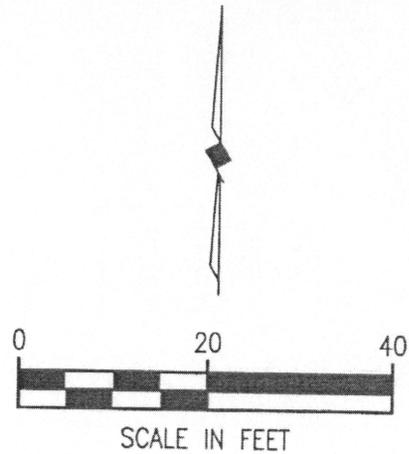
15' UTILITY
EASEMENT
VOL 901,
PG 292
DRCCT

32' FIRELANE,
ACCESS & UTILITY
EASEMENT

PITMAN CORNERS ADDITION
LOT 2R, BLOCK 3
94-0059241 (MRCCT)

SOLOMON FITZHUGH SURVEY
ABST. NO. 327

CITY OF PLANO
VOL. 901, PG. 292
D.R.C.C.T.

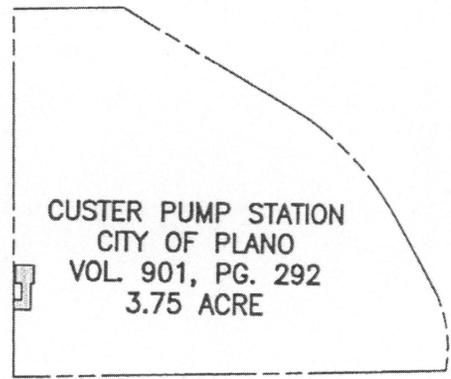


15' UTILITY
EASEMENT
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32' FIRELANE,
ACCESS & UTILITY
EASEMENT

PITMAN CORNERS ADDITION
LOT 9R, BLOCK 3
93-0086825 (MRCCT)

ONCOR ELECTRIC
DELIVERY COMPANY LLC
UTILITY EASEMENT
0.018 AC. (761.79 S.F.)



SITE LOCATION MAP
N.T.S.



ALL BEARINGS AND COORDINATES ARE BASED ON
THE STATE PLAN COORDINATE SYSTEM, NAD-83,
TEXAS NORTH CENTRAL ZONE 4202

A FIELD NOTE DESCRIPTION OF EVEN DATE
HEREWITH ACCOMPANIES THIS PLAT.

DATE OF SURVEY: JULY 30, 2008

CITY OF PLANO, TEXAS	
CUSTER PUMP STATION	
ONCOR ELECTRIC DELIVERY COMPANY EASEMENT	
BIRKHOFF, HENDRICKS & CARTER, L.L.P.	
PROFESSIONAL ENGINEERS - Texas Firm F526 11910 GREENVILLE AVE., SUITE 600 DALLAS, TEXAS 75243 214-361-7900	
	JAN. 2012

Exhibit "B"

**City of Plano
Insurance Requirements**

Requirements

Contractors performing work on City property for the City of Plano shall provide the City a certificate of insurance evidencing the coverage and coverage provisions identified herein. Contractors shall provide the City evidence that all subcontractors performing work on the project have the same types and amounts of coverage as required herein or that the subcontractors are included under the contractor's policy. The City, at its own discretion, may require a certified copy of the policy.

All insurance companies and coverage must be authorized by the Texas Department of Insurance to transact business in the State of Texas and must be acceptable to the City of Plano.

Listed below are the types and amounts of insurance required. By requiring such coverage, the City shall not be deemed or construed to have assessed the risk that may be applicable to Contractors under this agreement. The Contractor shall assess its own risks and, if it deems appropriate and/or prudent, maintain higher limits and/or broader coverage. The Contractor is not relieved of any liability or other obligations assumed or pursuant to this agreement by reason of its failure to obtain or maintain insurance in sufficient amounts, duration, or types. The City reserves the right to amend or require additional types and amounts of coverage or provisions depending on the nature of the work.

Type of Insurance	Amount of Insurance	Provisions
Commercial General (Public) Liability to include coverage for: a) Premises /Operations b) Products/Completed Operations c) Independent Contractors d) Personal Injury/Advertising Injury e) Liability assumed under an insured contract (including tort liability of another in a business contract	\$1,000,000 each occurrence, \$2,000,000 general aggregate; \$2,000,000 products/completed operations aggregate	City to be listed as additional insured and provided 30-day notice of cancellation or material change in coverage. A copy of the endorsement to policy must be submitted with the required certificate of insurance. City requires insurers to be rated B+VI or higher by A.M. Best or A or higher by Standard & Poors
Business Auto Liability	\$1,000,000 each accident	
Workers' Compensation & Employers' Liability	Statutory Limits \$100,000 each accident \$500,000 policy limit by disease, \$100,000 each employee by disease	City to be provided a waiver of subrogation. A copy of the endorsement to policy must be submitted with the required certificate of insurance.

Additional Requirements:

- All policies must be written on a primary basis, non-contributory with any other insurance coverage and/or self-insurance maintained by the City of Plano.
- All insurance coverage required by this section must be evidenced by a certificate of insurance submitted by the contractor's insurer or broker. Certificates of insurance received from any other source will be rejected.
- The certificate of insurance must state: (1) the City of Plano is named as an Additional Insured with respect to General Liability Coverage and (2) a Waiver of Subrogation in favor of the City of Plano on the Workers' Compensation Policy

Questions regarding this insurance should be directed to the City of Plano Purchasing Department at (972) 941-7557