

Public Works  
**STAFF REPORT**



**SUBJECT:** Oncor Electrical Easement – WWTP  
**MEETING:** City Council Meeting - 02 MAY 2023  
**DEPARTMENT:** Public Works  
**STAFF CONTACT:** Nick Williams

**RECOMMENDATION:**

Staff recommends granting an easement to relocate existing poles to accommodate the Eastside Sewer alignment.

**BACKGROUND:**

Oncor operates existing overhead electric lines within the Stephenville Wastewater Treatment Plant.

Oncor has requested a formal easement as the lines currently exist, but a formal easement document has not been located.

The easement agreement language matches easement agreements previously approved.

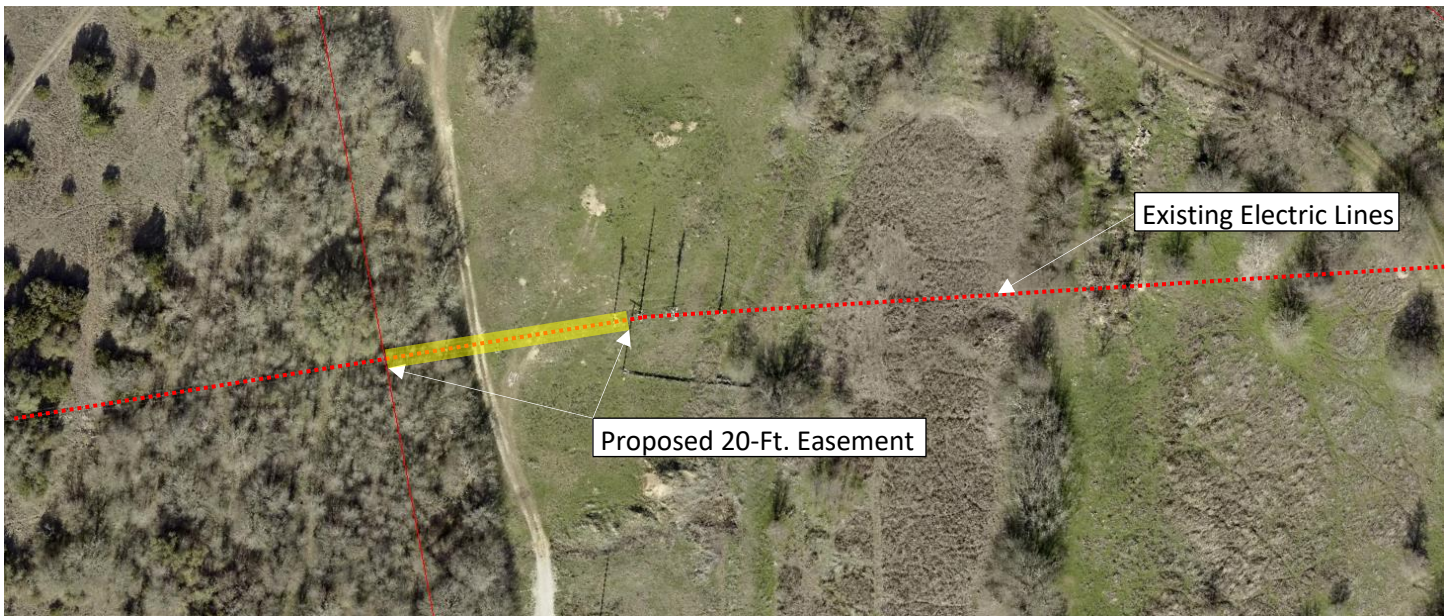
**FISCAL IMPACT SUMMARY:**

Oncor has requested the easement be granted at no cost. There is no cost to the city to grant the electrical easement. Granting the easement allows Oncor to relocate existing poles at no cost to the city.

**ATTACHMENTS:**

Attached are copies of the proposed easement documents.

[2023\\_05-02 Oncor Electrical Easement – Wastewater Treatment Plant](#)



**EASEMENT AND RIGHT OF WAY**

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

That **The City of Stephenville**, hereinafter called "Grantor", whether one or more, for and in consideration of Ten 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 75202-1234, hereinafter referred to as "Grantee", has granted, sold and conveyed and by these presents does grant, sell and convey unto said Grantee, its 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)**

Grantor recognizes that the general course of said lines, or the metes and bounds as described above, is based on preliminary surveys only, and Grantor hereby agrees that the easement and right-of-way and its general dimensions hereby granted shall apply to the actual location of said lines when constructed.

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 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; the right to prevent excavation within the easement area; the right to prevent construction of, within the easement area, any and all buildings, structures or other obstructions which, in the sole judgment of Grantee, may endanger or interfere with the efficiency, safety, and/or convenient operation of said facilities and their appurtenances 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, to the extent in the sole judgment of Grantee, as may be necessary to prevent possible interference with the operation of said facilities or to remove possible hazard thereto. 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.

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, in the sole judgment of Grantee, interfere with the exercise by Grantee of the rights hereby granted.

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 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 \_\_\_\_\_, 2023.

**The City of Stephenville**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

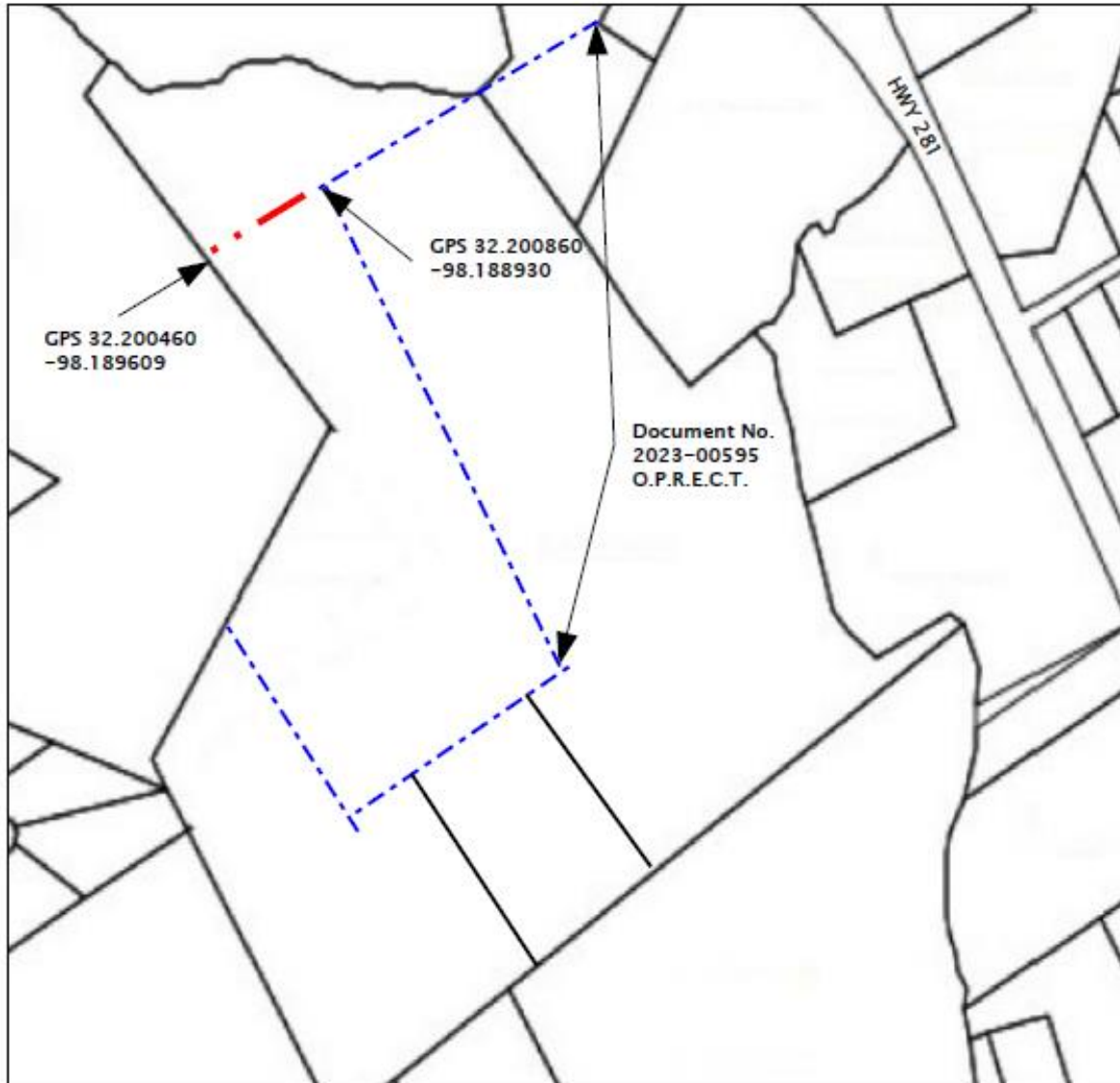
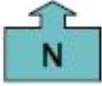
STATE OF TEXAS           §  
  §  
COUNTY OF ERATH       §

BEFORE ME, the undersigned authority, on this day personally appeared \_\_\_\_\_, as the \_\_\_\_\_ of **The City of Stephenville**, known to me to be the person whose name is subscribed to the foregoing instrument and acknowledged to me that he/she executed the same for the purposes and consideration therein expressed, in the capacity therein stated and he/she is authorized to do so.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this \_\_\_\_\_ day of \_\_\_\_\_, A. D. 2023.

\_\_\_\_\_  
Notary Public in and for the State of Texas

# EXHIBIT "A"



Easement Width: 20 FT Oncor Electric Delivery Company Easement

----- Denotes Existing Easement

----- Denotes Easement

Scale: Not to scale

The intent of this "EXHIBIT" is to pictorially show the approximate location of the easement. It is not intended as an actual survey. Calls shown are references only. No statement is made as to the validity of these calls.

Grantor: The City of Stephenville  
Volume: 221 Page: 611  
Survey: John B. Dupuy  
District: Stephenville

County: Erath  
Abstract: 196  
WO#: 21429134