City of El Paso – City Plan Commission Staff Report

Case No	SUAX12-00002
Application Type	Annexation (Agreement Only)
DCC Date	December 5, 2012 (Agreement Review)
CPC Hearing Date	January 10, 2013
Staff Planner	Justin Bass, 541-4930, bassjd@elpasotexas.gov
Location	South of the future extension of Pebble Hills Boulevard (between John Hayes Street and the future Tim Floyd Street) and at the intersection of the future extensions of Ralph Seitsinger Drive and Tim Floyd Street
Legal Description	Being a portion of Section 48, Block 79, & portion of Sections 18 & 19, Block 78, Township 2, Texas and Pacific Railway Co. Surveys, El Paso County, Texas
Acreage	1.59 acres
Rep District	Adjacent to Representative District 5
Existing Use	Vacant
Existing Zoning	ETJ
Proposed Zoning	R-F (Ranch-Farm)
Property Owner	County of El Paso & Ranchos Real Land Holdings, LLC
Applicant	Conde, Inc.
Representative	Conde, Inc.
Distance to Park:	4,043 feet (Tim Foster Park)
Distance to School:	952 feet (El Dorado 9th Grade School)

SURROUNDING ZONING AND LAND USE
North: R-5 (Residential), Vacant
South: ETJ, Vacant
East: ETJ, Vacant
West: R-5 (Residential) & C-2 (Commerical), Vacant

***PLAN EL PASO* DESIGNATION:** O6 Potential Annexation & O5 Remote

NEIGHBORHOOD ASSOCIATIONS: None

General Information:
The applicant is requesting an annexation of a portion of El Paso County right-of-way and other privately-owned land in the County. The subject properties total 1.59 acres in size and are currently unimproved. The annexation is being requested to accommodate redesigns in three proposed roundabouts and to provide space for on-street parking as part of future development within the abutting Tierra Del Este Phase III Land Study. The subject property will be zoned the default R-F (Ranch-Farm) at the time of annexation.

Staff Recommendation:
The Development Coordinating Committee (DCC) recommends **approval** of this annexation request along with the Annexation Agreement.
(Resolution and Annexation Agreement – See Attachment 7)

The recommendation is based on the following:

> **Plan El Paso** O-6 Potential Annexation: Potentially developable land that is not needed for urban expansion at this time but is available if expansion is needed. Land can be redesignated from O-6 to a growth sector through a formal amendment to the Future Land Use Map.
>
> **Plan El Paso** O-5 Remote: Remote land in the desert and mountains. Except where vested rights are in place, City regulations and policy decisions should not encourage urban development during this planning period, which extends until 2030. It is not known at this time whether O-5 land will be needed for development further in the future.

Findings:
The Commission must determine the following:

1. Will the annexation protect the best interest, health, safety and welfare of the public in general?
2. What is the relation of the proposed change to the city's Comprehensive Plan?
3. What effect will the annexation have upon the natural environment social and economic conditions and property values in the vicinity and in the City as a whole?

City Development Department - Building Permits and Inspections Division:
No comments received.

City Development Department - Planning Division:
No objection.

EPDOT:
- The area(s) shall be dedicated as right-of-way to provide the required Major Arterial(s) row.
- The applicant shall improve to current DSC standards for Major Arterial(s) the complete dedicated row and applicant shall not request or be eligible for over-width pavement reimbursement.
- Applicant understands that a Traffic Impact Analysis (TIA) may be required by the Traffic Engineer. If a TIA is required, the Owner agrees to provide a (TIA) and the TIA submitted shall conform to the requirements of the City Code. Owner agrees to be responsible for constructing or contributing to the cost of construction of the traffic signalization and traffic calming devices ("Improvements") which the TIA indicates are necessary.
  (A TIA was reviewed and approved as part of the Tierra Del Este Phase III Land Study)

Fire Department:
No objection.

Parks:
No comments received.

El Paso Water Utilities:
We have reviewed the annexation agreement described above and provide the following comments:

1. On the Annexation Agreement, Replace Section *Four* entirely with:

In addition to any other fees and charges required by the Public Service Board Rules and Regulations, Owner agrees to pay water and wastewater Impact Fees in accordance with the City of El Paso's Ordinance # 017113 and the EPWU-PSB Rules and Regulations No. 16.

Eastside Service Area

Meter Size	**Meter Capacity Ratio**	**Water***	**Wastewater**
Less than 1 inch	1.00	$697.00	$920.00
1 inch	1.67	$1,163.00	$1,537.00
1 1/2 inch	3.33	$2,321.00	$3,065.00
2 inch	5.33	$3,714.00	$4,905.00
3 inch	10.00	$6,968.00	$9,203.00
4 inch	16.67	$11,615.00	$15,341.00
6 inch	33.33	$23,223.00	$30,672.00
8 inch	53.33	$37,158.00	$49,077.00
10 inch	76.67	$40,064.00	$52,916.00
12 inch	143.33	$74,899.00	$98,924.00

***Fees do not apply to water meter connections made for standby fire protection service**

Impact fees will be assessed and collected by EPWU after the El Paso Water Utilities receives an application for water and sanitary sewer services. Existing water and wastewater connections are not subject to these fees.

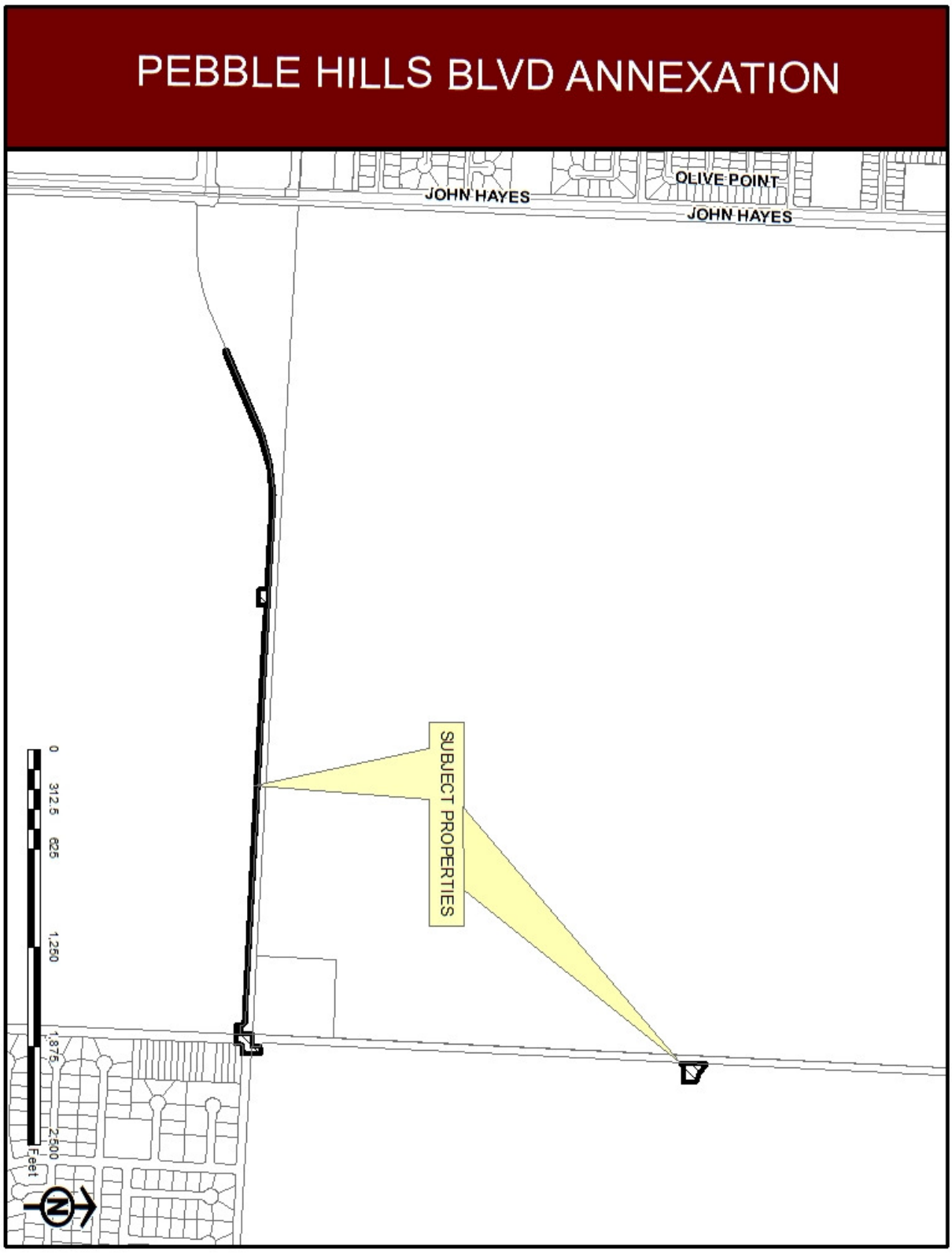
The Owner is responsible for the cost and the installation of any on-site or off-site water and sewer mains to serve the property that are not part of the EPWU's Impact Fee Capital Improvement Program.

TxDOT:
No comments received.

County of El Paso:
No comments received.

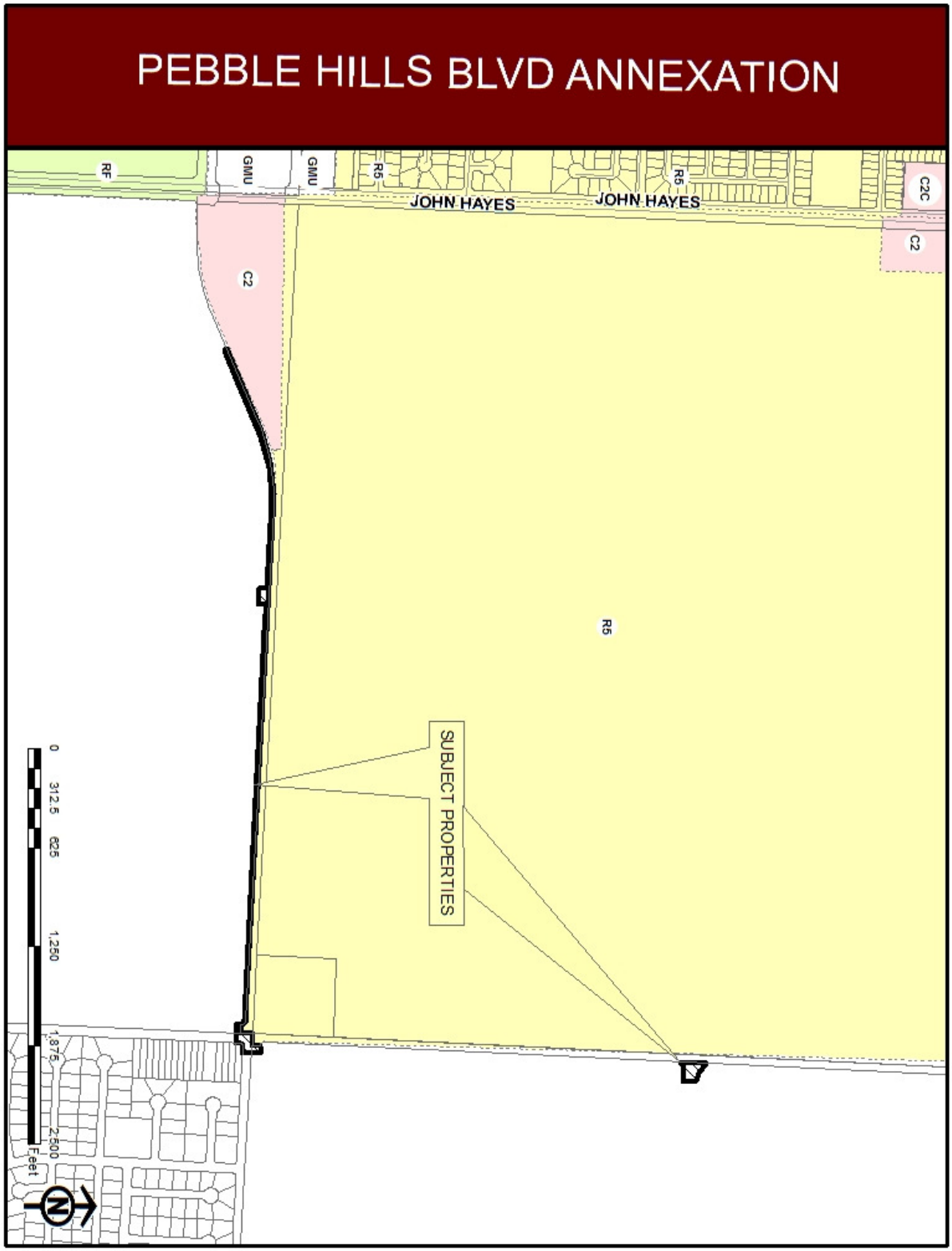
Attachments:
Attachment 1: Location Map
Attachment 2: Aerial Map
Attachment 3: Zoning
Attachment 4: Tierra Del Este Phase III Land Study
Attachment 5: Pebble Hills Boulevard Proposed Cross-Section
Attachment 6: Resolution and Annexation Agreement

Attachment 1: Location Map



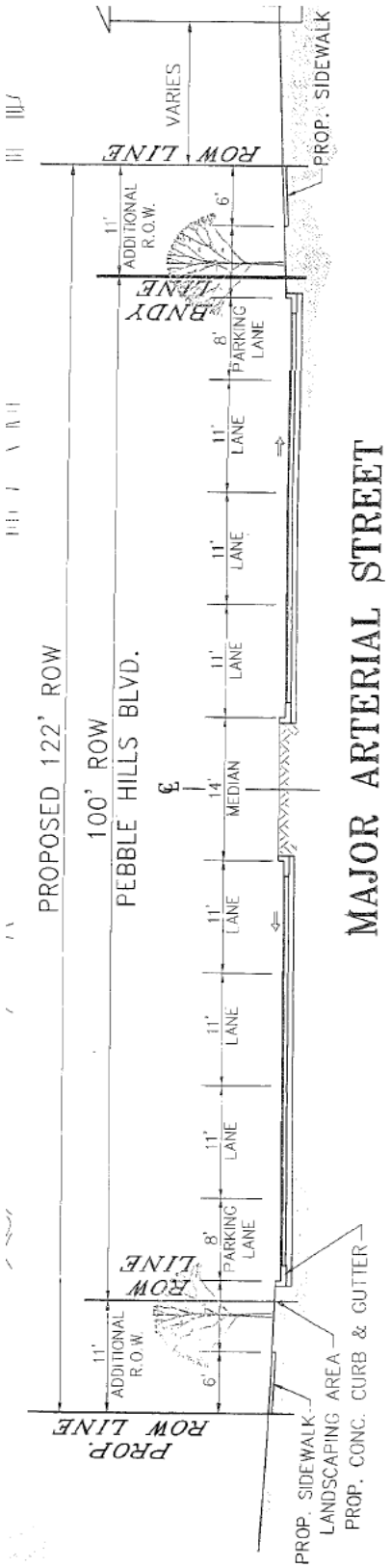
Attachment 2: Aerial Map

Attachment 3: Zoning



Attachment 4: Tierra Del Este Phase III Land Study

Attachment 5: Pebble Hills Boulevard Proposed Cross-Section



Attachment 6: Resolution and Annexation Agreement

RESOLUTION

WHEREAS, the City and County of El Paso wish to annex approximately 1.5941 acres of real property described in Exhibit "A" and Exhibit "B" which is attached and incorporated for all purposes, and of which the County of El Paso is the owner of approximately of 1.5941 acres of such real property; and,

WHEREAS, the Property is not within the corporate limits of any municipality but is contiguous to the corporate limits of the City and the Property Owner desires that the Property be annexed to the City in order to provide adequate and efficient improvements and facilities; and,

WHEREAS, the City has determined that if the Property is annexed, such annexation should be subject to certain terms and conditions which will require the Property Owner to assist in bearing the costs for municipal infrastructure costs and costs for providing municipal services to the annexed area; and,

WHEREAS, Property Owner, after full consideration, accepts the terms and conditions cited in this Agreement due to the advantages and benefits resulting from the annexation of the Property; and,

WHEREAS, the City, after due and careful consideration, has concluded that should the City decide to annex the Property the annexation should be under the terms and conditions hereinafter set forth and that such terms and conditions are in the best interest of the City to protect and provide for the public health, safety, morals and general welfare.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Manager be authorized to sign an Annexation Agreement between the City and County of El Paso, for 1.5941 acres of real property located South of the future extension of Pebble Hills Boulevard (between John Hayes Street and the future Tim Floyd Street) and at the intersection of the future extensions of Ralph Seitsinger Drive and Tim Floyd Street, which will specify the terms and conditions in which the property will be annexed should the City annex the property.

That the Director of Planning prepare an annexation service plan in accordance with Section 43.056 of the Local Government Code.

ADOPTED this _____ day of _____, 2012.

THE CITY OF EL PASO

_____
John F. Cook, Mayor

ATTEST:

_____
Richarda Duffy Momsen, City Clerk

APPROVED AS TO FORM:

_____
Karla Nieman,
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Mathew S. McElroy, Director
City Development Department

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

ANNEXATION AGREEMENT
SUAX12-00002

THIS AGREEMENT made and entered into this ____ day of _____ 2012, by and between the City of El Paso, Texas, a Municipal Corporation, of the County of El Paso in the State of Texas (hereinafter referred to as "City"), and the County of El Paso (hereinafter referred to as "Owner");

WHEREAS, Owner is the owner-of-record of 1.5941 acres of real property described in Exhibit "A" and Exhibit "B" that is attached to this annexation agreement (which real property is hereinafter referred to as "Property"), and which Property is not within the corporate limits of any municipality but is contiguous to the corporate limits of the City; and,

WHEREAS, Owner desires that the Property be annexed to the City in order to provide adequate and efficient improvements and facilities; and

WHEREAS, Owner, after full consideration, accepts the terms and conditions cited in this Agreement due to the advantages and benefits resulting from the annexation of the Property; and,

WHEREAS, the City, after due and careful consideration, has concluded that should the City decide to annex the Property the annexation should be under the terms and conditions hereinafter set forth and that such terms and conditions are in the best interest of the City to protect and provide for the public health, safety, morals and general welfare.

NOW THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

One: Should the City annex the Property such annexation will be in accordance with the terms and conditions of this Agreement. This Agreement shall be an exhibit to the ordinance which annexes the property and shall be incorporated for all purposes. It is understood by the Owner that there are significant costs to the City associated with the annexation of Property into the City and of paramount consideration for the City in entering into this Agreement is that the Owner participate in the municipal infrastructure costs and costs for providing municipal services as required in this Agreement.

Two: Owner hereby agrees that the development of the Property shall be in accordance with the rules and regulations of the City, including Public Service Board Regulations, and subject to the application and payment of all necessary application and permit fees except as otherwise provided below and Section Three and Section Four of this Agreement. It is understood by the Owner that the requirements specified below and specified in Section Three of this Agreement are in addition to the requirements specified in the City of El Paso City Code, City ordinances, City rules and regulations, and the Rules and Regulations of the El Paso Water Utilities/Public Service Board, and Owner agrees to comply with the additional requirements. Owner agrees to develop the Property in accordance with the following additional conditions:

1. No off premise signs shall be permitted on the property.

2. Property is to be used for Right of way purposes only (extension and improvements to Pebble Hills Boulevard, Mike Price Drive/Pebble Hills Boulevard Intersection and Tim Floyd Street/Ralph Seitsinger Drive Intersection).
3. The area(s) shall be dedicated as right-of-way to provide the required Major Arterial(s) row.
4. The applicant shall improve to current DSC standards for Major Arterial(s) the complete dedicated row and applicant shall not request or be eligible for over-width pavement reimbursement.

Three: Owner hereby agrees that within 90 days of the passage of the ordinance annexing Property, Owner shall apply for a subdivision plat in accordance with the procedures of Title 19 (Subdivisions) of the Code.

Four: In addition to any other fees and charges required by the Public Service Board Rules and Regulations, Owner agrees to pay water and wastewater Impact Fees in accordance with the City of El Paso's Ordinance # 017113 and the EPWU-PSB Rules and Regulations No. 16.

Eastside Service Area

Meter Size	Meter Capacity Ratio	Water*	Wastewater
Less than 1 inch	1.00	$697.00	$920.00
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3 inch	10.00	$6,968.00	$9,203.00
4 inch	16.67	$11,615.00	$15,341.00
6 inch	33.33	$23,223.00	$30,672.00
8 inch	53.33	$37,158.00	$49,077.00
10 inch	76.67	$40,064.00	$52,916.00
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***Fees do not apply to water meter connections made for standby fire protection service**

Impact fees will be assessed and collected by EPWU after the El Paso Water Utilities receives an application for water and sanitary sewer services. Existing water and wastewater connections are not subject to these fees.

The Owner is responsible for the cost and the installation of any on-site or off-site water and sewer mains to serve the property that are not part of the EPWU's Impact Fee Capital Improvement Program.

Five: Owner shall provide the City with one (1) mylar and three (3) paper prints of a current aerial map of the Property depicting the condition of the Property at the time of annexation to the City. Such aerial, and any other evidence necessary to demonstrate the existence of any non-conforming lot, use or structure on the Property at the time of annexation, shall be provided by the Owner within thirty (30) days from passage of the ordinance annexing Property to the City. The aerial and other evidence shall be submitted to the Zoning Administrator in the Development Services Department of the City for validation of such non-conforming lot, use, or structure within the Property.

Notice: Any formal notice or other communication ("Notice") required to be given by one party to the other under this Agreement shall be given in writing, addressed to the Party to be notified at the address set forth below, by (i) delivering the same in person, (ii) depositing the same in the United States Mail, certified or registered, return receipt requested, postage prepaid, (iii) depositing the same with Federal Express or with another nationally recognized courier service guaranteeing "next day delivery," or (iv) sending the same by telefax with confirming copy sent by certified or registered mail. For the purpose of notice, the addresses of the Parties, until changed as provided below, shall be as follows:

(1) CITY: City of El Paso
Attn: City Manager
2 Civic Center Plaza
El Paso, Texas 79901

Copy to: City Clerk
Same Address as above

OWNER: County of El Paso
500 E. San Antonio
El Paso, TX 79901

The Parties shall have the right from time to time to change their respective addresses, and each shall have the right to specify as its address any other address within the United States of America by giving at least five (5) days written notice to the other Party. If any date or any period provided in this agreement ends on a Saturday, Sunday, or legal holiday, the applicable period for calculating the notice shall be extended to the first business day following such Saturday, Sunday, or legal holiday.

Successors and Assigns: This Agreement is a restriction, condition and covenant running with the Property and a charge and servitude thereon, and shall be binding upon and inure to the benefit of the parties hereto, and their heirs, successors and assigns of all or any part of the Property. Any future conveyance of the Property shall contain the restrictions, conditions and covenants and shall embody this Agreement by express reference; provided, however, this Agreement shall not be binding on, and shall not create any encumbrance to title as to, any end-buyer of a fully developed and improved lot within the Property, except for land-use regulations that may apply to a specific lot.

Remedies: This Agreement shall be enforceable in any court of competent jurisdiction by any of the parties or by an appropriate action at law or in equity to secure the performance of the restrictions, conditions and covenants herein contained. In the event a Party (the "Defaulting Party") commits a breach of this Agreement, the other Party (the "Non-Defaulting Party"), shall, prior to bringing suit or pursuing any other remedy, provide written notice of such breach to the Defaulting Party. Following receipt of such notice, the Defaulting Party shall have thirty (30) days within which to cure the breach. If the breach cannot be cured within such thirty- (30-) day period, the Defaulting Party shall commence to cure such breach within said period and thereafter diligently continue such cure to completion. In the event the Defaulting Party fails to cure the breach within said period, then the Non-Defaulting Party may pursue any remedy provided at law or in equity.

Force Majeure: In the event that any Party is rendered unable, wholly or in part, by force majeure to carry out any of its obligations under this Agreement, it is agreed that on such Party's giving of notice and the full particulars of such force majeure in writing to the other Party as soon as possible after the occurrence of the cause relied upon, then the obligations of the Party giving such notice, to the extent it is affected by force majeure and to the extent that due diligence is being used to resume performance a the earliest practicable time, shall be suspended during the continuance of any inability but for no longer period. The term "force majeure" as used herein, shall include, but not be limited to, acts of God, strikes, lockouts or other industrial disturbances, acts of the public enemy, war, terrorism, blockades, insurrections, riots, epidemics, landslides, lightening, earthquakes, fires, storms, floods, washouts, droughts, tornadoes, hurricanes, arrests and restraints of governments and people, explosions, breakage or damage to machines or pipelines and any other inabilities of either Party, whether similar to those enumerated or otherwise, and not within the reasonable control of the Party claiming such inability.

Severability: If any provision of this Agreement is held invalid by a court of competent jurisdiction, such provision shall be deemed to be excised herefrom, and the invalidity thereof shall not affect any of the other provisions contained herein, provided that any invalid provisions are not deemed by the City or the Owner to be material to the overall purpose and operation of this Agreement. If the City or Owner determines that the invalid provision is material, then, if the City has made such determination, the City shall have the option to disannex the Property. If the Owner has made such determination, the Owner shall have the option to terminate this Agreement. Such judgment or decree shall relieve the City and the Owner from performance under such invalid provision of this Agreement.

Entire Agreement: This Agreement contains the entire agreement of the Parties, and there are no other agreements or promises, oral or written, between the Parties regarding the subject matter of this Agreement. This Agreement may be amended only by written agreement signed by the Parties.

Governing Law, Jurisdiction & Venue: This Agreement shall be governed by and construed in accordance with the laws of the State of Texas, as it applies to contracts performed within the State of Texas and without regard to any choice of law rules or principles to the contrary. The Parties acknowledge that this Agreement is performable in El Paso County, Texas and hereby submit to the jurisdiction of the courts of that County, and hereby agree that any such Court shall be a proper forum for the determination of any dispute arising hereunder.

No Third-Party Beneficiary: This Agreement is not intended, nor will it be construed, to create any third-party beneficiary rights in any person or entity who is not a Party, unless expressly otherwise provided.

Waiver: Any failure by a Party hereto to insist upon strict performance by the other Party of any material provision of this Agreement shall not be deemed a waiver thereof or of any provision hereof, and such Party shall have the right at any time thereafter to insist upon strict performance of any and all of the provisions of this Agreement.

Reservation of Rights: to the extent not inconsistent with this Agreement, each Party reserves all rights, privileges, and immunities under applicable laws.

Further Documents: Each Party agrees that at any time after execution of this Agreement, it will upon request of the other Party, execute and deliver such further documents and do such further acts and things as the other Party may reasonably request in order to effect the terms of this Agreement.

Incorporation of Exhibits and Other Documents by Reference: All exhibits and other documents attached to or referred to in this Agreement are incorporated herein by reference for the purposes set forth in this Agreement.

Effect of State and Federal Laws: Notwithstanding any other provisions of this Agreement, each Party in carrying out the terms of this Agreement shall comply with all applicable State and Federal laws.

Headings: The headings as to contents of particular articles or sections herein are inserted only for convenience, and they are in no way to be construed as a limitation on the scope of the particular articles or sections to which they refer.

Ambiguities: In the event of any ambiguity in any of the terms of this Agreement, it shall not be construed for or against any Party on the basis that such Party did or did not author the same.

Counterparts: It is understood and agreed that this Agreement may be executed in any number of counterparts, each which shall be deemed an original for all purposes.

Authority for Execution: Each Party hereby certifies, represents, and warrants that the execution of this Agreement has been duly authorized.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals and have caused this instrument to be executed by their duly authorized officials and the corporate seal affixed hereto, all on the day and year first above written.

THE CITY OF EL PASO

_____
Joyce Wilson
City Manager

APPROVED AS TO FORM:

_____
Karla Nieman
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Bill Studer, Deputy City Manager
Development & Tourism

ACKNOWLEDGMENT AND ACCEPTANCE ON FOLLOWING PAGE

ACKNOWLEDGEMENT

STATE OF TEXAS)
COUNTY OF EL PASO)

This instrument was acknowledged before me on the _____ day of _____ 2012, by Joyce Wilson, as City Manager of the City of El Paso, Texas

_____
Notary Public, State of Texas

_____

Notary's Printed or Typed Name

_____

My Commission Expires:

ACCEPTANCE

The above Agreement, with all conditions thereof, is hereby accepted this _____ day of _____, 2012.

Owner(s): County of El Paso
By: _____

Title: _____
County of El Paso

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on the _____ day of _____ 2012, by _____, as _____ of County of El Paso.

_____
Notary Public, State of Texas

_____
Notary's Printed or Typed Name

_____
My Commission Expires:

Exhibit A
Metes and Bounds Description

Prepared for: Southwest Land Development Services Inc.
July 27, 2012
(Proposed Annexation Round-Abouts, Parcel 1)

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a Portion of Sections 48, Block 79 and portion of Section 18 and 19, Block 78, Township 2, Texas and Pacific Railway Company Surveys, City Of El Paso, El Paso County, Texas, and being more particularly described by metes and bounds as follows:

Commencing for reference at an existing brass disk city monument at the centerline intersection of John Hayes St. and Lookout Point Dr. from which an existing brass disk City monument at the centerline intersection of John Hayes St. and Ralph Seitsinger Dr. bears North 00°35°06" West a distance of 1652.85 feet; Thence, South 68°26°25" East a distance of 1723.49 feet to a set ½" rebar with cap marked TX 5152 for the "TRUE POINT OF BEGINNING".

Thence, North 18°58'48" West a distance of 11.00 feet to a set ½" rebar with cap marked TX 5152;

Thence 396.87 feet along the arc of a curve to the right which has a radius of 1200.00 feet a central angle of 18°56'57" a chord which bears North 80°29'40" East a distance of 395.06 feet to a set ½" rebar with cap marked TX 5152;

Thence, North 89°58'09" East a distance of 3256.47 feet to a set ½" rebar with cap marked TX 5152 to a point of curve;

Thence 39.03 feet along the arc of a curve to the right which has a radius of 25.00 feet a central angle of 89°26'22" a chord which bears South 45°18'40" East a distance of 35.18 feet to a set ½" rebar with cap marked TX 5152;

Thence, South 87°09'36" East a distance of 50.09 feet to a set ½" rebar with cap marked TX 5152 on the common line of Section 48, Block 79 and Section 19, Block 78, Township 2, Texas and Pacific Railway Company Surveys;

Thence along said line, North 00°35'30" West a distance of 77.27 feet to a set ½" rebar with cap marked TX 5152;

Thence, leaving said line, South 89°58'30" East a distance of 77.23 feet to a set ½" rebar with cap marked TX 5152,

Thence, North 03°26'40" West a distance of 50.09 feet to a set ½" rebar with cap marked TX 5152;

Thence, South 89°58'30" East a distance of 45.73 feet to a set ½" rebar with cap marked TX 5152;

Thence, South 00°01'30" West a distance of 110.00 feet to a set ½" rebar with cap marked TX 5152;

Thence, North 89°58'30" West a distance of 39.06 feet to a set ½" rebar with cap marked TX 5152 for a point of curve;

Thence 31.63 feet along the arc of a curve to the left which has a radius of 20.00 feet a central angle of 90°37'00" a chord which bears South 44°43'00" West a distance of 28.44 feet to a set ½" rebar with cap marked TX 5152;

Thence, South 00°35'30" East a distance of 32.66 feet to a set ½" rebar with cap marked TX 5152;

Thence, South 89°24'30" West a distance of 110.00 feet to a set ½" rebar with cap marked TX 5152;

Thence, North 00°35'30" West a distance of 28.25 feet to a set ½" rebar with cap marked TX 5152 for a point of curve;

Thence 39.03 feet along the arc of a curve to the left which has a radius of 25.00 feet a central angle of 89°26'22" a chord which bears North 45°18'40" West a distance of 35.18 feet to a set ½" rebar with cap marked TX 5152;

Thence, South 89°58'09" West a distance of 2493.58 feet to a set ½" rebar with cap marked TX 5152 for a point of curve;

Thence 39.51 feet along the arc of a curve to the left which has a radius of 25.00 feet a central angle of 90°33'18" a chord which bears South 44°41'30" West a distance of 35.53 feet to a set ½" rebar with cap marked TX 5152;

Thence, South 00°35'09" East a distance of 35.47 feet to a set ½" rebar with cap marked TX 5152;

Thence, South 89°24'51" West a distance of 126.00 feet to a set ½" rebar with cap marked TX 5152;

Thence, North 00°35'09" West a distance of 37.18 feet to a set ½" rebar with cap marked TX 5152 for a point of curve;

Thence 39.03 feet along the arc of a curve to the left which has a radius of 25.00 feet a central angle of 89°26'42" a chord which bears North 45°18'30" West a distance of 35.18 feet to a set ½" rebar with cap marked TX 5152;

Thence, South 89°58'09" West a distance of 586.99 feet to a set ½" rebar with cap marked TX 5152 to a point of curve;

Thence 393.23 feet along the arc of a curve to the left which has a radius of 1189.00 feet a central angle of 18°56'57" a chord which bears South 80°29'40" West a distance of 391.44 feet to the "TRUE POINT OF BEGINNING" and containing 62,989 Square Feet or 1.4460 acres, more or less.

Note: A drawing of even date accompanies this survey.

Ron R. Conde
R.P.L.S. No. 5152

CONDE INC
ENGINEERING / LAND SURVEYING / PLANNING
6080 SURETY DRIVE / SUITE 100 / EL PASO, TEXAS 79905
(915) 592-0283 FAX (915) 592-0286

Prepared for: Southwest Land Development Services Inc.
July 27, 2012
(Proposed Annexation Round-Abouts, Parcel 2)

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a Portion of Section 18, Block 78, Township 2, Texas and Pacific Railway Company Surveys, City Of El Paso, El Paso County, Texas, and being more particularly described by metes and bounds as follows:

Commencing for reference at an existing brass disk city monument at the centerline intersection of John Hayes St. and Lookout Point Dr. from which an existing brass disk City monument at the centerline intersection of John Hayes St. and Ralph Seitsinger Dr. bears North 00°35°06" West a distance of 1652.85 feet; Thence, North 73°38°50" East a distance of 5573.72 feet to a set ½" rebar with cap marked TX 5152 for the "TRUE POINT OF BEGINNING".

Thence, North 00°35'30" West a distance of 163.95 feet to a set ½" rebar with cap marked TX 5152;

Thence 20.51 feet along the arc of a curve to the left which has a radius of 25.00 feet a central angle of 47°00'51" a chord which bears South 24°05'55" East a distance of 19.94 feet to a set ½" rebar with cap marked TX 5152;

Thence 22.13 feet along the arc of a curve to the right which has a radius of 85.00 feet a central angle of 14°55'07" a chord which bears South 40°08'47" East a distance of 22.07 feet to a set ½" rebar with cap marked TX 5152;

Thence 47.04 feet along the arc of a curve to the left which has a radius of 40.00 feet a central angle of 67°22'31" a chord which bears South 66°22'28" East a distance of 44.37 feet to a set ½" rebar with cap marked TX 5152;

Thence, South 10°03'44" East a distance of 75.27 feet to a set ½" rebar with cap marked TX 5152;

Thence, South 82°54'33" West a distance of 47.68 feet to a set ½" rebar with cap marked TX 5152 for a point of curve;

Thence 45.18 feet along the arc of a curve to the left which has a radius of 31.00 feet a central angle of 83°30'03" a chord which bears South 41°09'32" West a distance of 41.28 feet to the "TRUE POINT OF BEGINNING" and containing 6,452 Square Feet or 0.1481 acres of land more or less.

Note: A drawing of even date accompanies this survey.

Ron R. Conde
R.P.L.S. No. 5152

STATE OF TEXAS
REGISTERED
RONALD ROBERT CONDE
5152
PROFESSIONAL
LAND SURVEYOR

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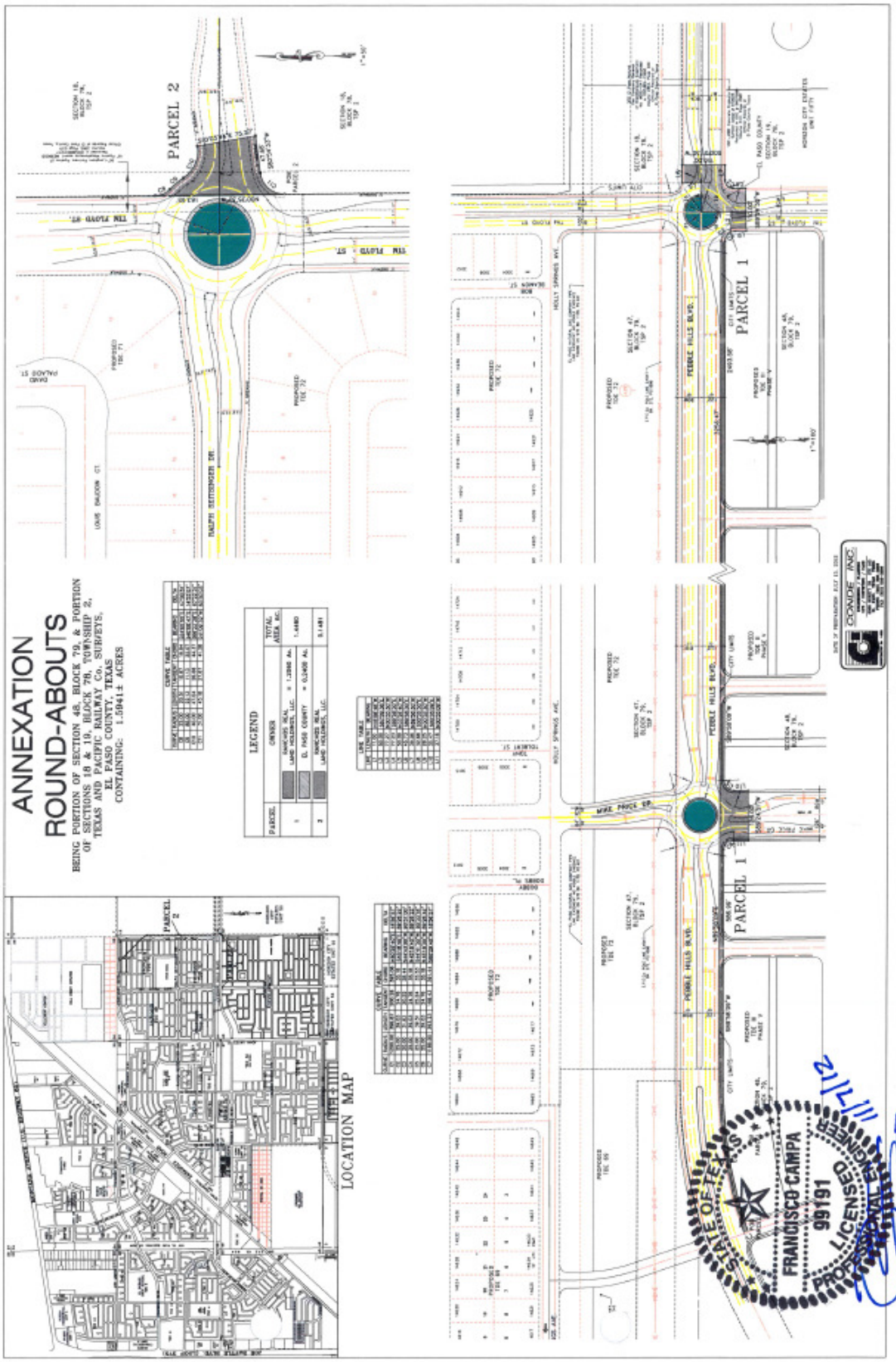
Exhibit B
Survey Map