

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

DEPARTMENT: Engineering Department

AGENDA DATE: January 8, 2008

CONTACT PERSON/PHONE: Sam Rodriguez, ext. 4023

DISTRICT(S) AFFECTED: 1

SUBJECT:

That the City Manger be authorized to sign an Agreement with Sky Island Homeowners Association Inc. for the purpose acquiring property to construct drainage improvements and also authorizing the City Manager to sign and accept a deed from Sky Island Home Owners Association Inc. conveying such property to the City of El Paso for EIGHT THOUSAND, TWO HUNDRED SIXTEEN and 50/100 DOLLARS (\$8,216.50).

BACKGROUND / DISCUSSION:

The City intends to construct drainage improvements on the Home Owners Association property to tie into the improvements currently under construction for the Storm 2006 Paragon/Santa Fe Channel project. Attached to the agreement are exhibits showing the proposed improvements. The final price not exceeding \$10,000 is the amount the City agrees to pay the Home Owners' Association's for its fees associated with negotiating this agreement. There is no formal appraisal for the property being conveyed to the City (12,377.67 square feet of common space). CAD residential land values in the subdivision are at \$3.35/sq.ft. The city would purchase at \$0.66/sq.ft. In addition, the City would also benefit from this transaction as the difference in cost will be more than \$10,000 when constructing alternate improvements within existing right of way.

PRIOR COUNCIL ACTION:

City Council has not previously considered this item.

AMOUNT AND SOURCE OF FUNDING:

Storm 2006

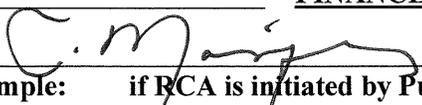
BOARD / COMMISSION ACTION:

N/A

CITY CLERK DEPT.
08 JAN -3 AM 11:41

*****REQUIRED AUTHORIZATION*****

LEGAL: (if required) _____ **FINANCE:** (if required) _____

DEPARTMENT HEAD: 
(Example: if RCA is initiated by Purchasing, client department should sign also)
Information copy to appropriate Deputy City Manager

APPROVED FOR AGENDA: _____

CITY MANAGER: _____

DATE: _____

RESOLUTION

CITY CLERK DEPT.

08 JAN -3 AM 10:48

WHEREAS, the City is constructing drainage improvements in two areas located within Lot 36, Block #1, Sky Island Subdivision, El Paso, Texas; and,

WHEREAS, such drainage improvements are necessary for the public health safety and welfare; and,

WHEREAS, in order to complete such drainage improvements it is necessary for the City to acquire private property for the construction of the drainage improvements and that permanent easements to maintain such drainage construction is also necessary; and,

WHEREAS, the property owner, Sky Island Home Owner's Association is willing to sell the property to the City for the purpose of constructing such improvements,

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

That the City Manager be authorized to sign an Agreement with Sky Island Home Owners Association Inc. for the purpose acquiring property to construct drainage improvements and also authorizing the City Manager to sign and accept a deed from Sky Island Home Owner's Association conveying such property to the City of El Paso.

ADOPTED THIS _____ DAY OF _____, 2008.

THE CITY OF EL PASO

John F. Cook, Mayor

ATTEST:

Richarda Duffy Momsen, City Clerk

APPROVED AS TO FORM:

Lupe Cuellar
Assistant City Attorney

APPROVED AS TO CONTENT:

R. Alan Shubert

for R. Alan Shubert, P.E.
City Engineer

AGREEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

THIS Agreement is made this _____ day of January, 2008, by and between the **CITY OF EL PASO**, hereinafter referred to as "City", and **SKY ISLAND HOME OWNERS' ASSOCIATION**, hereinafter referred to as "Grantor".

WHEREAS, the City is constructing drainage improvements in two areas located within Lot 36, Block #1, Sky Island Subdivision, El Paso, Texas; and,

WHEREAS, such drainage improvements are necessary for the public health safety and welfare; and,

WHEREAS, in order to complete such drainage improvements it is necessary for the City to acquire private property for the construction of the drainage improvements and that permanent easements to maintain such drainage construction is also necessary; and,

WHEREAS, Grantor is the owner of the private property and is willing to convey the land necessary for the City to complete the drainage improvements;

WHEREAS, it is of mutual advantage to the City and the Grantor to enter into this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the parties agree and covenant as follows:

1. CONVEYANCE OF PROPERTY

a. Description. The Grantor shall convey to the City in fee simple two parcels located within Lot 36, Block #1, Sky Island Subdivision, El Paso, Texas (the "Property") and more particularly described in Exhibit "A" and incorporated herein for all purposes, and is hereinafter referred to as "Property".

b. Warranty Deed. Such conveyance of the Property shall be in accordance with the Warranty Deed attached as Exhibit "B" and incorporated herein for all purposes.

2. DRAINAGE CONSTRUCTION

a. The City agrees to construct the drainage facilities described on Exhibit C (the "Drainage Facilities") at its sole cost and expense on the Property described in the Warranty Deed. In the event, City breaches this covenant, Grantor shall give the City written notice of the breach. If the City has failed to cure the breach within 60 days after notice, the Grantor shall have the right to

demand arbitration as provided in paragraph 4 below. The arbitration provision shall be expressly set forth in the Warranty Deed.

b. Grantor agrees to allow the City access through any land owned by Grantor, when it becomes necessary for the City to maintain the Drainage Facilities located on the Property. The City agrees that should access through the Grantor's property be required for maintenance purposes, the City will notify Grantor. The City agrees not to proceed until Grantor has given its written approval, unless under emergency circumstances immediate action is necessary for the protection of public, health and safety, in which case the City shall notify the Grantor within 24 hours after entry onto the Grantor's land. City agrees that if it exercises its right of access to maintain the Drainage Facilities, it will, at its sole cost and expense, promptly restore and revegetate to the condition that existed immediately prior to the entry, any areas that are disturbed or damaged as a result of the City's maintenance activities. In the event, City breaches this covenant, Grantor shall give the City written notice of the breach. If the City has failed to cure the breach within 60 days after notice, the Grantor shall have the right to demand arbitration as provided in paragraph 4 below. The arbitration provision shall be expressly set forth in the Warranty Deed.

c. Additionally, City agrees that its right to construct Drainage Facilities on the Property shall be limited to the Drainage Facilities described on Exhibit C and no others without the prior written consent of Grantor. Further, City agrees not to enlarge or substantially change the Drainage Facilities described in Exhibit C without the prior written consent of Grantor. In the event, City breaches either or both of these covenants, Grantor shall give the City written notice of the breach. If the City has failed to cure the breach within 60 days after notice, the Grantor shall have the right to demand arbitration as provided in paragraph 4 below. The arbitration provision shall be expressly set forth in the Warranty Deed.

d. City acknowledges and agrees that it has entered upon other parts of Grantor's property, other than the two parcels described on Exhibit A, in order to make improvements to the Paragon Channel. City agrees that it will, at its sole cost and expense, promptly restore and revegetate to the condition that existed immediately prior to the entry, all other parts of Grantor's property that have been disturbed or damaged as a result of the City's improvements to the Paragon Channel. In the event, City breaches this covenant, Grantor shall give the City written notice of the breach. If the City has failed to cure the breach within 60 days after notice, the Grantor shall have the right to demand arbitration as provided in paragraph 4 below. The arbitration provision shall be expressly set forth in the Warranty Deed.

3. CONSIDERATION AND CLOSING OF TRANSACTION. The City agrees to pay Grantor's attorneys' fees associated with negotiating this agreement in the amount of eight thousand two hundred and sixteen dollars and 50/100 (\$8,216.50) in cash within 30 days after City Council approval of this Agreement, for the Property and the other rights granted herein, the receipt and sufficiency of which is hereby acknowledged and confessed.

Grantor agrees to deliver the Warranty Deed on the date City Council approves this Agreement. This covenant shall not be merged into the Warranty Deed but shall survive the closing of this transaction. Council approval of this Agreement and payment to Grantor shall constitute the closing of the transaction.

4. ARBITRATION. If after notice and opportunity to cure as provided in paragraph 2 above, the City fails or refuses to cure the alleged breach, the Association shall have the right to demand binding arbitration of the dispute by a single arbitrator from El Paso. The arbitrator shall be selected by mutual agreement of Grantor and City within 30 days following the expiration of the cure period. If Grantor and City are unable to agree upon an arbitrator within such period, then either party may request that either the American Arbitration Association or the Federal Mediation and Conciliation Service submit a list of seven arbitrators. Upon the receipt of the list of arbitrators, each party shall alternate in striking a name from the list until only one name remains, and each party shall at the time agree on a date for the hearing. Arbitration shall be conducted under the construction industry rules promulgated by the American Arbitration Association except to the extent that such rules are inconsistent with this paragraph. This arbitration provision shall supercede any inconsistent provision in the construction industry rules. If the Association prevails, the arbitrator will be authorized to order the City to cure the breach alleged by the Association in its notice at its sole cost and expense. Grantor and the City waive a trial or any form of litigation other than to enforce the arbitrator's award. The arbitrator will be authorized to award reasonable attorneys' fees to the prevailing party. The fee and expenses of the arbitrator shall be borne equally by the City and the Association. The City waives any defense of sovereign immunity from liability or arbitration or suit to enforce an arbitrator's award.

5. WAIVER. One or more waivers of any term or condition of this agreement by either party shall not be construed as a waiver of a subsequent breach of the same term or condition. The consent or approval by either party to or of any act by the other party requiring such consent or approval shall not be deemed to waive or render unnecessary consent to or approval of any subsequent similar act.

6. NOTICE Wherever any notice is required or permitted hereunder such notice shall be in writing. Any notice or document required or permitted to be delivered hereunder shall be deemed to be delivered, whether actually received or not, when deposited in the United States Mail, postage prepaid, Certified Mail, Return Receipt Requested, addressed to:

City: City Manager
City of El Paso
2 Civic Center Plaza
El Paso, Texas 79901-1196

Sky Island Home Owners Association *Amy Schoemaker*
Construction Co.
c/o Willis Homes of El Paso
2720 E. Vandell Suite 200
El Paso, Texas 79903

CITY CLERK DEPT.
08 JAN -3 PM 1:43

or at such other addresses as they have therefore specified by written notice.

7. RECORDATION. Both parties agree that after this Agreement is executed by both parties, the Agreement, along with the Exhibits, shall be filed for record with the Real Property Records of the County of El Paso.

8. WARRANTY OF TITLE. Grantor and Grantor's heirs, personal representatives, successors, and assigns are and shall be bound to warrant and defend the rights conveyed in this instrument to City against every person lawfully claiming or to claim all or any part of the interest in the Property. The undersigned represents and warrants to City that the undersigned is the owner of

record of the Property and has the full power and authority to execute or has been authorized by the Property Owner to execute the Agreement and Warranty Deed.

9. AMENDMENT OF AGREEMENT. This Agreement may not be modified or amended except upon mutual consent by all parties in writing signed by the parties. The City Manager is authorized to act on behalf of the city in the execution of any amendments to this Agreement, provided that such amendments do not increase the City's monetary contribution to project.

10. EXECUTORY AUTHORITY WARRANTED. All signatories to this Agreement warrant their authority to execute this document.

11. ENTIRE AGREEMENT. This Agreement constitutes and expresses the entire agreement between the parties.

12. GOVERNING LAW. For the purpose of determining the place of contract and the law governing the same, this contract is entered into in the City and County of El Paso, State of Texas, and shall be governed by the laws of the State of Texas

13. VENUE. Venue for *any suit to enforce the arbitrator's award* shall be in El Paso County, Texas.

WITNESS THE FOLLOWING SIGNATURES AND SEALS:

CITY OF EL PASO:

Joyce A. Wilson, City Manager

APPROVED AS TO FORM:

Lupe Cuellar
Assistant City Attorney

APPROVED AS TO CONTENT:

C. M. Manjiv

for R. Alan Shubert, P.E.
City Engineer

SKY ISLAND HOME OWNERS' ASSOCIATION

By *A. Schoemaker*

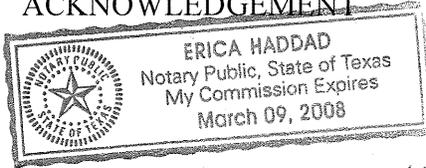
Print Name *Amy Schoemaker*

ACKNOWLEDGEMENTS ON FOLLOWING PAGE

CITY CLERK DEPT.
08 JAN - 3 PM 1:43

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)



This instrument was acknowledged before me on January 4, 2008, by Amy Schoemaker, on behalf of Sky Island Home Owners Association.

Erica Haddad
Notary Public in and for the
State of Texas

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on _____, 2008, by Joyce Wilson, City Manager of the City of El Paso on behalf of said Municipal Corporation.

Notary Public in and for the
State of Texas

CITY CLERK DEPT.
08 JAN -3 PM 1:44

**EXHIBIT A
METES AND BOUNDS DESCRIPTION**

CITY CLERK DEPT.
08 JAN -3 4M11:42

Property Description: Parcel No. 1: A portion of Lot 36, Block 1, Sky Island, an addition to the City of El Paso according to the plat on file in Book 73, Page 20, Plat records of El Paso County, Texas, being more particularly described by metes and bounds below.

METES AND BOUNDS

The parcel of land herein described is a portion of land out of Sky Island Subdivision, El Paso, El Paso County, Texas and is more particularly described by metes and bound as follows:

Commencing at an existing city monument lying on the centerline of North Festival Drive, from which an existing city monument lying on the centerline intersection of North Festival Drive and Buckley Drive bears North 58° 37' 13" East, a distance of 1,122.04 feet, for a reference; Thence, South 28° 57' 47" East, a distance of 1,057.29 feet to a point for a corner lying on the common boundary line between Paragon Santa Fe Drainage Channel and Sky Island Subdivision, said point also being the TRUE POINT OF BEGINNING of this description;

THENCE, North 76° 42' 15" East, a distance of 100.00 feet to a point for a corner lying on the common land of Sky Island Subdivision;

THENCE, South 13° 17' 45" East, a distance of 104.45 feet to a point for a corner lying on the common boundary line between Sky Island Subdivision and Tract 6A, A.F. Miller Survey No. 216;

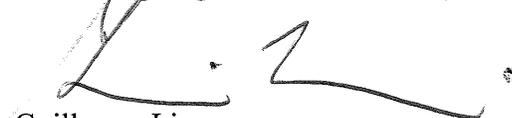
THENCE, North 86° 00' 08" West, along said boundary line, a distance of 156.01 feet to a point for a corner lying on the common boundary line between Sky Island Subdivision and Paragon Santa Fe Drainage Channel;

THENCE, North 26° 50' 15" East, along said boundary line, a distance of 75.96 feet to the TRUE POINT OF BEGINNING of this description.

Said parcel of land contains 0.245 acres (10,682.94 sq. ft.) of land more or less.

A PLAT OF SURVEY OF EVEN DATE ACCOMPANIES THIS METES AND BOUNDS DESCRIPTION.

SLI ENGINEERING, INC.
Consulting Engineers-Land Surveyors

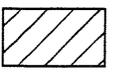
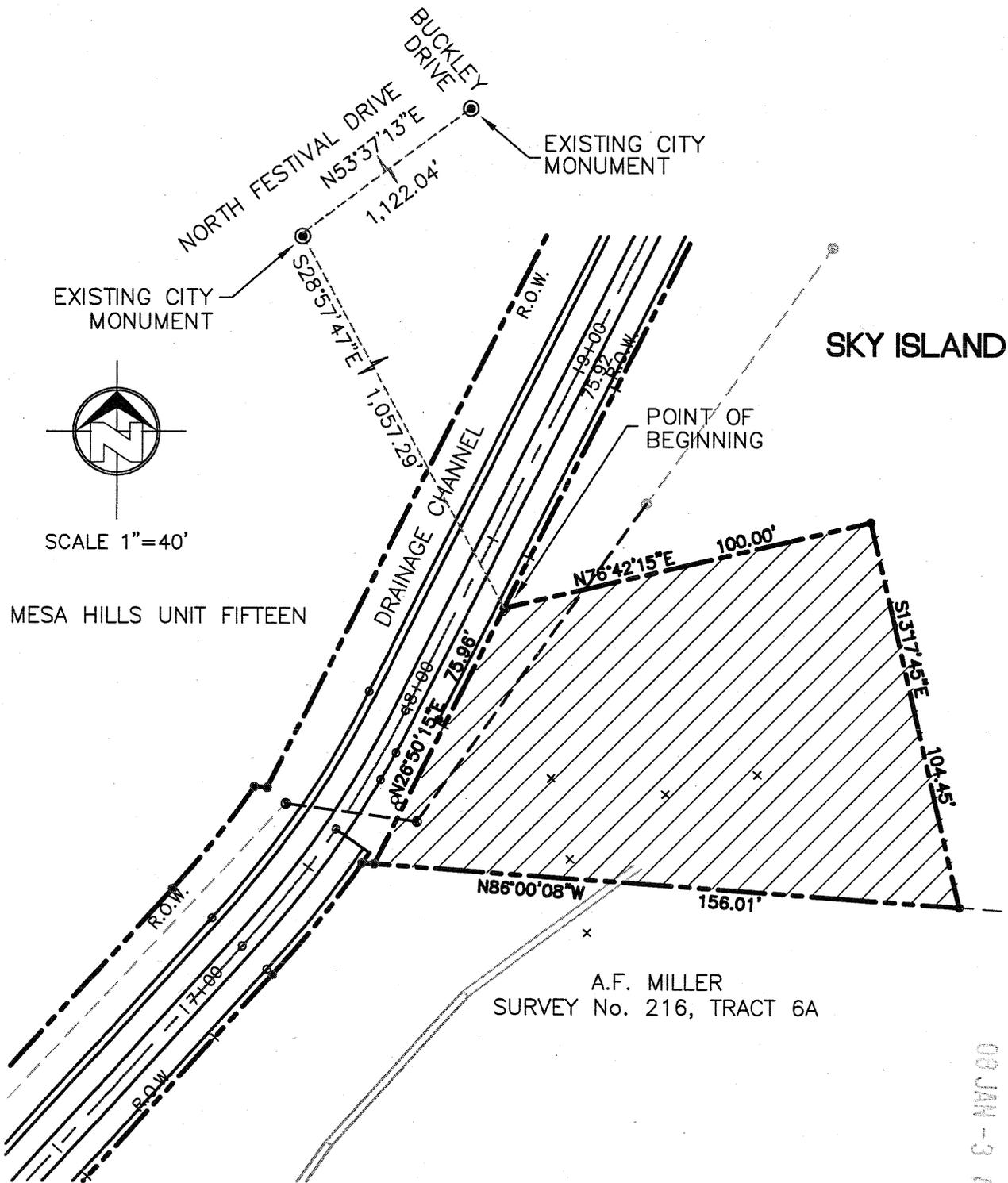

Guillermo Licon
Registered Professional Land Surveyor
Texas License No. 2998



08 JAN -9 AM 10:49
CITY CLERK DEPT.

September 25, 2007
Job Number 06-07-2567
M&B\1431

PARAGON SANTA FE CHANNEL DRAINAGE IMPROVEMENTS



AREA = 10,682.94 SQ.FT. (0.245 AC.)

CITY CLERK DEPT.
08 JAN -3 AM 10:49

SLI ENGINEERING, INC.
CIVIL ENGINEERS LAND SURVEYORS LAND PLANNERS
6600 WESTWIND EL PASO, TEXAS (915) 584-4457

PREPARED: 09-25-07

Property Description: Parcel No. 2: A portion of Lot 36, Block 1, Sky Island, an addition to the City of El Paso according to the plat on file in Book 73, Page 20, Plat records of El Paso County, Texas, being more particularly described by metes and bounds below.

METES AND BOUNDS

The parcel of land herein described is a portion of land out of Sky Island Subdivision, El Paso, El Paso County, Texas and is more particularly described by metes and bound as follows:

Commencing at an existing city monument lying on the centerline of North Festival Drive, from which an existing city monument lying on the centerline intersection of North Festival Drive and Buckley Drive bears North 58° 37' 13" East, a distance of 1,122.04 feet, for a reference; Thence, South 86° 50' 02" East, a distance of 973.28 feet to a point for a corner lying on the common boundary line between Paragon Santa Fe Drainage Channel and Sky Island Subdivision, said point also being the TRUE POINT OF BEGINNING of this description;

THENCE, South 61° 05' 06" East, a distance of 72.21 feet to a point for a corner lying on the common land of Sky Island Subdivision;

THENCE, South 72° 04' 44" West, a distance of 66.33 feet to a point for a corner and a curve lying on the common boundary line between Sky Island Subdivision and Paragon Santa Fe Drainage Channel;

THENCE , 50.42 feet, along said boundary line and along the arc of a curve to the left, having a radius of 265.00 feet, a central angle of 10° 54' 08" and a chord which bears North 00° 23' 18" East, a distance of 50.35 feet to a point for a corner;

THENCE, North 05° 03' 46" West, continuing along said boundary line, a distance of 5.00 feet to the TRUE POINT OF BEGINNING of this description.

Said parcel of land contains 0.039 acres (1,694.73 sq. ft.) of land more or less.

A PLAT OF SURVEY OF EVEN DATE ACCOMPANIES THIS METES AND BOUNDS DESCRIPTION.

SLI ENGINEERING, INC.
Consulting Engineers-Land Surveyors

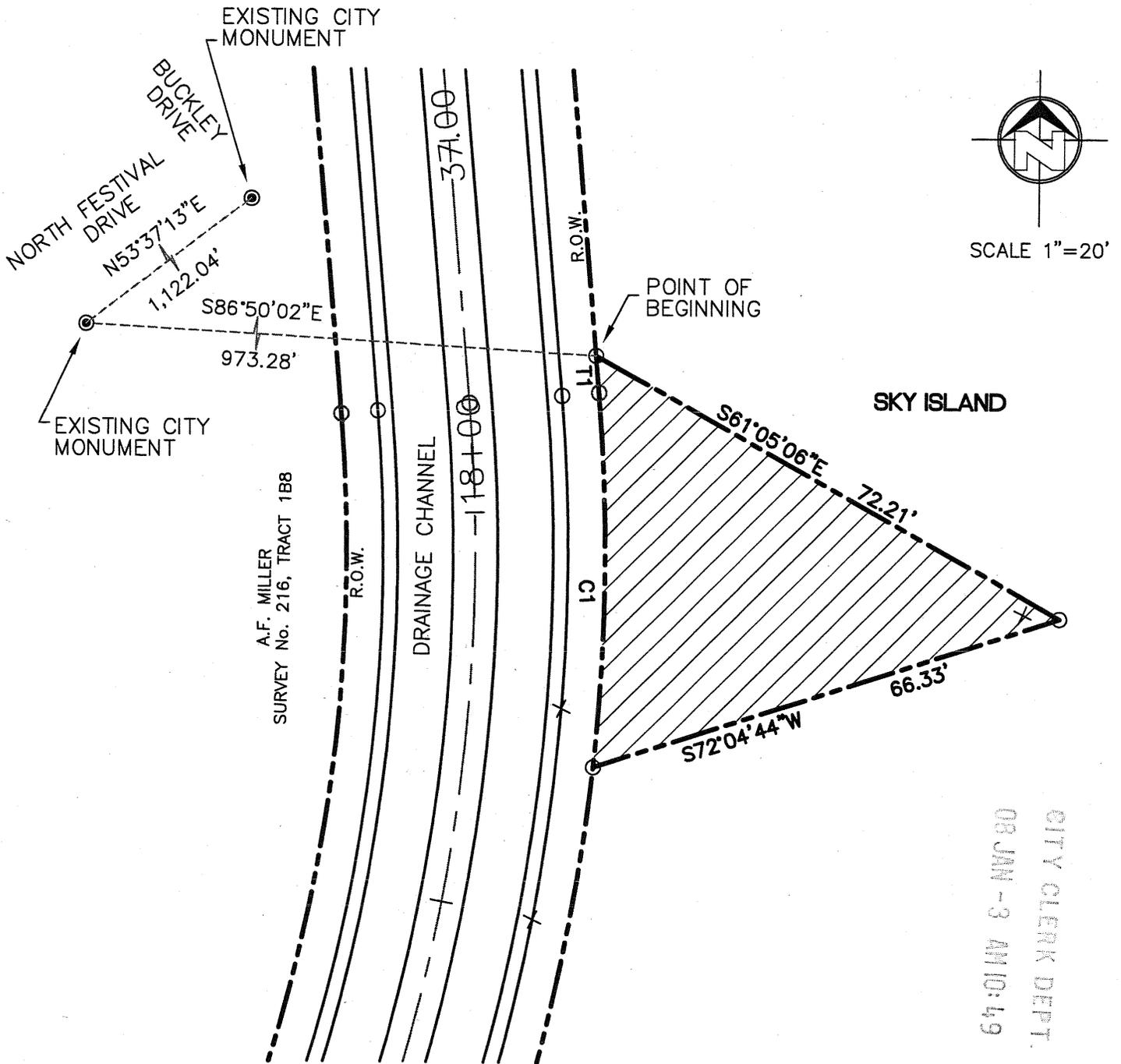
Guillermo Licon
Registered Professional Land Surveyor
Texas License No. 2998



October 04, 2007
Job Number 06-07-2567
M&B\1432

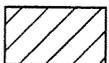
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PARAGON SANTA FE CHANNEL DRAINAGE IMPROVEMENTS



CURVE TABLE					
CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	265.00'	50.42'	50.35'	N00°23'18"E	10°54'08"

LINE TABLE		
TANGENT	BEARING	DISTANCE
T1	N05°03'46"W	5.00'



AREA = 1,694.73 SQ.FT. (0.039 AC.)

SLI ENGINEERING, INC.
 CIVIL ENGINEERS LAND SURVEYORS LAND PLANNERS
 6600 WESTWIND EL PASO, TEXAS (915) 584-4457

PREPARED: 10-04-07

EXHIBIT B

General Warranty Deed

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Date: January __, 2008

Grantor: Sky Island Home Owners Association

Grantor's Mailing Address: c/o Willis Const Co. 2720 E. Yandell Suite 200
El Paso, TX 799__

Grantee: City of El Paso

Grantees' Mailing Address: 2 Civic Center Plazas, El Paso, TX 79901

Consideration: Ten and 00/100 (\$10.00) Dollars and other good and valuable consideration.

CITY CLERK DEPT.
08 JAN - 08 PM 1:44

Property (including any improvements):

Parcel 1: A portion of Lot 36, Block 1, Sky Island Amending Subdivision, an addition to the City of El Paso as shown on the plat of record in Book 73, Page 20, Plat Records of El Paso County, Texas, being more particularly described by metes and bounds on Exhibit A attached hereto.

Parcel 2: A portion of Lot 36, Block 1, Sky Island Amending Subdivision, an addition to the City of El Paso as shown on the plat of record in Book 73, Page 20, Plat Records of El Paso County, Texas, being more particularly described by metes and bounds on Exhibit B attached hereto.

Reservations and Exception Conveyance and Warranty:

Easements, restrictions, reservations and agreements of record in the real property records of El Paso County, Texas and appearing on the plat of Sky Island Amending Subdivision;

Real property taxes for the year 2008 and subsequent years.

Grantor, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's successors, and assigns forever. Grantor binds Grantor and Grantor's and successors to warrant and forever defend all and singular the Property to

Grantee and Grantee's successors, and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

Grantor and Grantee agree to be bound by all of the terms and conditions of that certain Agreement of even date between Sky Island Home Owners Association and the City of El Paso, a copy of which is attached as Exhibit C, which Agreement shall be fully enforceable by both parties following the recordation of this warranty deed.

Sky Island Home Owners Association

By: _____
Amy Schoemaker
Authorized Officer

City of El Paso

By: _____
Joyce Wilson
City Manager

STATE OF TEXAS)
COUNTY OF EL PASO)

This instrument was acknowledged before me this ____ day of January 2008 by Amy Schoemaker, an authorized officer of Sky Island Home Owners Association, a Texas non-profit corporation, on behalf of said non-profit corporation.

Notary Public, State of Texas

STATE OF TEXAS)
COUNTY OF EL PASO)

This instrument was acknowledged before me this ____ day of January 2008 by City Manager of the City of El Paso, on behalf of said municipal corporation.

Notary Public, State of Texas

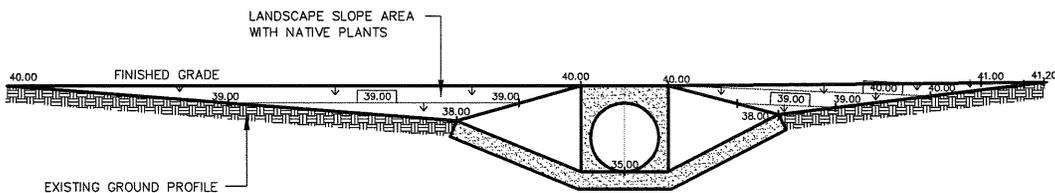
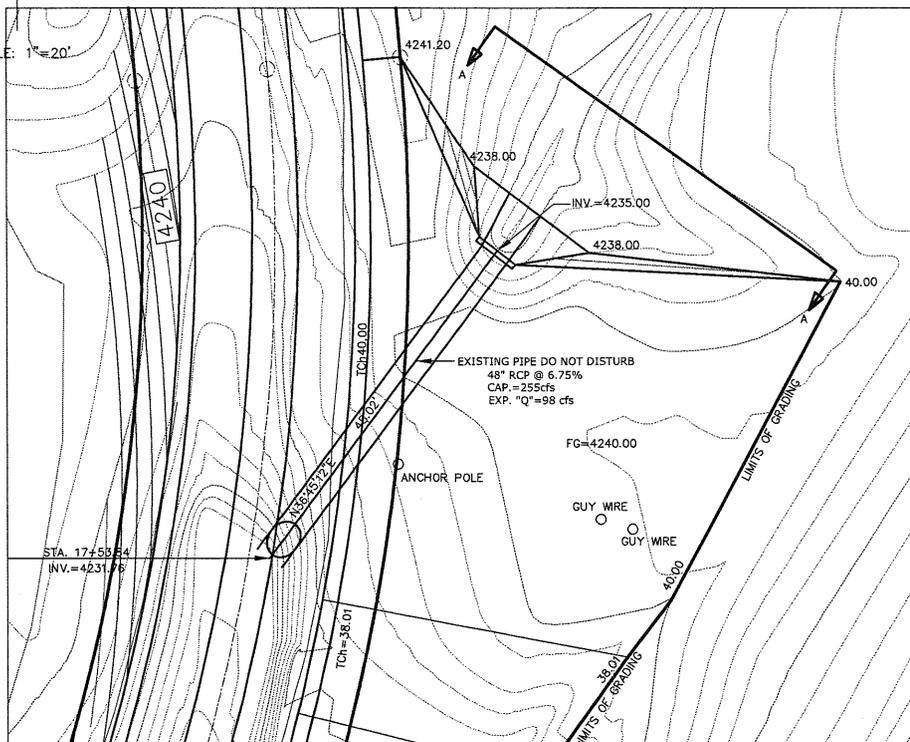
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08 JAN -3 AM 11:42

**EXHIBIT C
DRAINAGE FACILITIES**

CITY CLERK DEPT.
08 JAN -3 AM 11:42



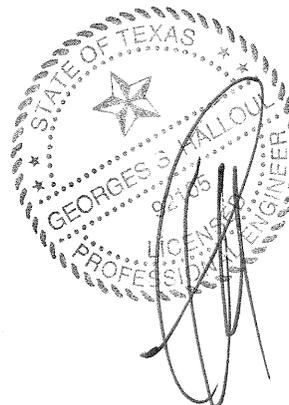
SCALE: 1"=20'



CONSTRUCTION REQUIREMENTS

1. ALL AREAS THAT ARE DISTURBED BY GRADING OR CONSTRUCTION SHALL BE RESTORED TO THEIR CONDITIONS PRIOR TO THE CONSTRUCTION THROUGH THE USE OF NATIVE VEGETATION.
2. ALL EXPOSED CONCRETE ON THE DRAINAGE STRUCTURE SHALL BE COLORED WITH AN EARTH TONE PIGMENT TO RESEMBLE THE NATURAL TERRAIN.
3. THE AREAS AROUND THE DRAINAGE STRUCTURE SHALL BE LANDSCAPED WITH NATIVE VEGETATION SO THAT, TO THE EXTENT REASONABLY POSSIBLE, THE DRAINAGE STRUCTURE IS SCREENED FROM VIEW FROM THE HOMES IN SKY ISLAND.

08 JAN -3 AM 10:49
CITY CLERK DEPT

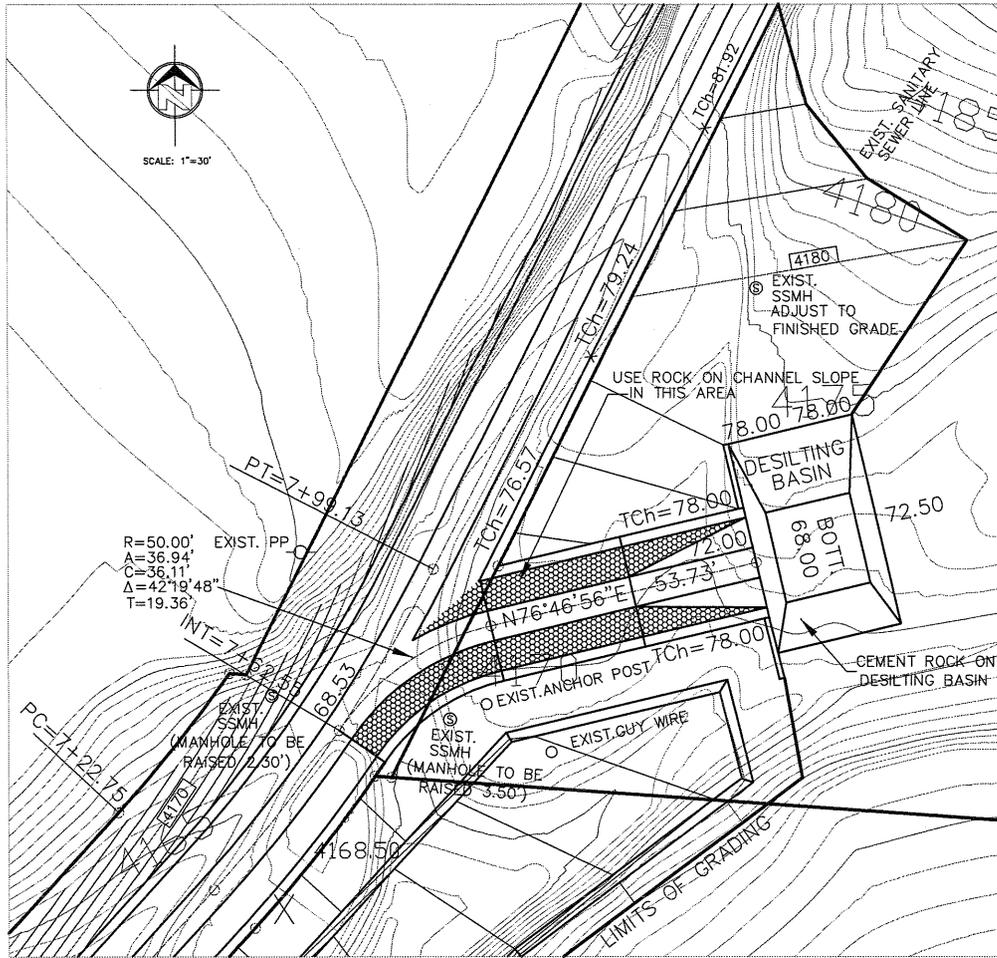


SLI ENGINEERING, INC.
 CIVIL ENGINEERS
 LAND SURVEYORS
 LAND PLANNERS
 6600 WESTWIND DRIVE
 EL PASO, TEXAS 79912
 915-584-4457

FESTIVAL CHANNEL
 PROPOSED STRUCTURES
 EL PASO, EL PASO COUNTY,
 TEXAS

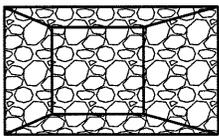
JOB #: _____ DR. BY: AFV

SCALE: 1"=20' F.B. #: _____
 F:\PROJECTS\FESTIVAL CHANNEL
 DATE: 10/12/2007 DWG.: \WORKING\FESTIVAL-CHAN

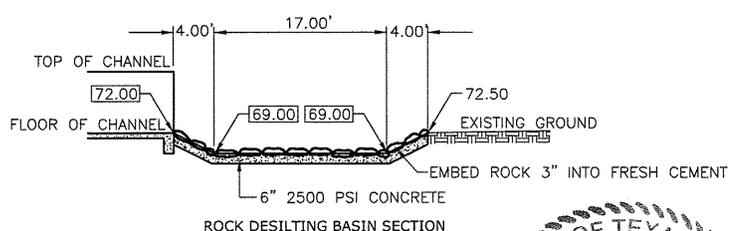


CONSTRUCTION REQUIREMENTS

1. ALL AREAS THAT ARE DISTURBED BY GRADING OR CONSTRUCTION SHALL BE RESTORED TO THEIR CONDITIONS PRIOR TO THE CONSTRUCTION THROUGH THE USE OF NATIVE VEGETATION.
2. ALL EXPOSED CONCRETE ON THE DRAINAGE STRUCTURE SHALL BE COLORED WITH AN EARTH TONE PIGMENT TO RESEMBLE THE NATURAL TERRAIN.
3. THE AREAS AROUND THE DRAINAGE STRUCTURE SHALL BE LANDSCAPED WITH NATIVE VEGETATION SO THAT, TO THE EXTENT REASONABLY POSSIBLE, THE DRAINAGE STRUCTURE IS SCREENED FROM VIEW FROM THE HOMES IN SKY ISLAND.



ROCK DESILTING BASIN



ROCK DESILTING BASIN SECTION

08 JAN -3 AM 10:49
CITY CLERK DEPT

SEI **SLI ENGINEERING, INC.**
 CIVIL ENGINEERS
 LAND SURVEYORS
 LAND PLANNERS
 6600 WESTWIND DRIVE
 EL PASO, TEXAS 79912
 915-584-4457

JOB #: _____ DR. BY: AFV
 SCALE: 1"=20' F.B. #:
 DATE: 10/12/2007 F:\PROJECTS\FESTIVAL CHANNEL
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FESTIVAL CHANNEL
 PROPOSED STRUCTURES
 EL PASO, EL PASO COUNTY,
 TEXAS

