

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

DEPARTMENT: Department of Transportation

AGENDA DATE: Introduction: January 10, 2012
Public Hearing: January 17, 2012

CONTACT PERSON NAME AND PHONE NUMBER: Mirian Spencer, (915) 541-4050, spencermd2@elpasotexas.gov

DISTRICT(S) AFFECTED: 6

SUBJECT:

An Ordinance granting a Special Privilege License to Mary Stillinger and Enriqueta Godinez permitting the maintenance and repair of a 2,199 square foot portion of an existing masonry wall with wrought iron fencing within portions of City right-of-way on Farrell Drive between Cindy Drive and Kathy Drive and Kathy Drive between Stevens Road and Farrell Drive adjacent to the property located South of Americas Avenue and East of Kathy Drive legally described as Lots 15 and 16 Richard Lee Subdivision, City of El Paso, El Paso County, Texas for a term of five years (NESV11-00040) District 6.

BACKGROUND / DISCUSSION:

The applicants submitted a rezoning request for the property (PZRZ11-00031) to the Planning and Economic Development Department. As part of the review of the rezoning request, the survey of the existing improvements on the site indicated encroachments onto portions of City right-of-way. The proposed special privilege will permit the existing encroachments to remain on the site and will require compensation to the City for the use of the right-of-way.

The annual fee for the special privilege is \$1,000.00 per year. There is an option to renew for an additional five year term that is contingent upon applying for a vacation of the right-of-way. Renewal is only available should the applicants' request for vacation of the right-of-way be pending at the time of expiration or the request has been denied by the City.

The right-of-way vacation requests were heard at the City Plan Commission meeting on December 15, 2011 and are pending appraisal valuation and should be moving forward in 2012.

PRIOR COUNCIL ACTION:

PZRZ11-00031(Rezoning) is pending City Council approval

AMOUNT AND SOURCE OF FUNDING:

N/A

BOARD / COMMISSION ACTION:

The Development Coordinating Committee (DCC) recommended **APPROVAL** of the request on October 17, 2011.

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

DEPARTMENT HEAD:

**Daryl W. Cole, Director
Department of Transportation**

Information copy to appropriate Deputy City Manager

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL PRIVILEGE LICENSE TO MARY STILLINGER AND ENRIQUETA GODINEZ PERMITTING THE MAINTENANCE AND REPAIR OF A 2,199 SQUARE FOOT PORTION OF AN EXISTING MASONRY WALL WITH WROUGHT IRON FENCING WITHIN PORTIONS OF CITY RIGHT-OF-WAY ON FARRELL DRIVE BETWEEN CINDY DRIVE AND KATHY DRIVE AND KATHY DRIVE BETWEEN STEVENS ROAD AND FARRELL DRIVE ADJACENT TO THE PROPERTY LOCATED SOUTH OF AMERICAS AVENUE AND EAST OF KATHY DRIVE LEGALLY DESCRIBED AS LOTS 15 AND 16 RICHARD LEE SUBDIVISION, CITY OF EL PASO, EL PASO COUNTY, TEXAS FOR A TERM OF FIVE YEARS.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

SECTION 1. DESCRIPTION

The City of El Paso (hereinafter called "City") hereby grants a Special Privilege License (hereinafter called "License") to Mary Stillinger and Enriqueta Godinez (hereinafter referred to as "Grantees") for the maintenance and repair of an existing masonry wall with wrought iron fencing within portions of City rights-of-way on Farrell Drive and Kathy Drive as shown in Exhibit "A," which is made a part hereof for all purposes (hereinafter referred to as "Wall"). Use of the City rights-of-way shall be limited to the purpose of allowing the maintenance and repair of the Wall.

SECTION 2. LICENSE AREA

The license area consists of the surface rights granted herein that extend within portions of rights-of-way on Farrell Drive between Cindy Drive and Kathy Drive and on Kathy Drive between Stevens Road and Farrell Drive as shown in Exhibit "B," which is made a part hereof for all purposes (hereinafter referred to as "License Area").

SECTION 3. PURPOSE

The only City right-of-way Grantees shall use pursuant to this License shall be the License Area shown in Exhibit B for the maintenance and repair of the Wall described in Exhibit A.. Any use of the License Area other than in connection with the use, maintenance, repair or modification of the Wall is not authorized by this License. Nothing herein shall grant any real property interest to the Grantees nor give rise to any vested right in the Grantees, their assigns or successors in interest, none of whom shall have a cause of action for damages upon revocation or termination of this License in accordance with the terms herein.

This License shall not permit or be construed to permit any other private use of the City right-of-way that impairs its function as a City right-of-way. Except as provided herein, Grantees shall not

construct any additional improvements, or make any additions or alterations on, above, or below the City right-of-way, without prior written consent of City Council.

SECTION 4. REGULATION OF CONSTRUCTION

The work done by Grantees in replacing, repairing, reconstructing, or maintaining the Wall shall be subject to and governed by all laws, rules and regulation of the City, State of Texas and the U.S. Government that are applicable to the construction of the Wall. Work done in connection with the repair and maintenance of such Wall is subject to the continuing police power of the City.

In the event that Grantees desire to reconstruct, repair, maintain, or replace the Wall built hereunder, Grantees shall obtain all applicable permits required by the City. Where proposed, any excavation or trenching and other construction in the City right-of-way shall be so carried out as to interfere as little as practical with the surface use of the City right-of-way in accordance with any lawful and reasonable direction given by or under the authority of the governing body of the City under the police and regulatory powers necessary to provide for public convenience.

Grantees covenant and agree that they shall, at their own expense, repair all water lines, storm and sanitary sewer lines, service lines and water meters owned by the City that Grantees, their employees, contractors, agents or assigns, damage so that such repair of the water lines, storm and sanitary sewer lines and water meters shall comply with the approval of the City.

The City shall have the power at any time to order and require Grantees to remove and abate any portion of the Wall that is dangerous to life or property. Should Grantees, after notice, fail or refuse to comply within a reasonable time, the City shall have the power to remove or abate same, at the expense of Grantees. In the event City removes or abates the Wall as provided herein, Grantees shall not be compensated for the loss of the Wall, nor shall the City be liable to the Grantee for any direct, indirect or consequential damages due to the removal or abatement of the Wall.

SECTION 5. TERM

This Special Privilege shall be for a term of five (5) years from the effective date hereof, unless terminated earlier as provided herein. Within five (5) years of the execution date of this License, Grantees shall apply for and finalize a request to vacate the License Area as shown on Exhibit B. Should Grantees fail to finalize the vacation of the License Area within five (5) years, Grantees shall notify the City as to the reason(s) the vacation is still pending or has been denied.

Should Grantees require additional terms due to delays in the vacation process, or if the vacation request has been denied by the City, the City shall have the unilateral option of renewing this License for additional five (5) year terms upon the request of the Grantees and City Council approval. If Grantees want the City to renew this License, Grantees shall submit a request in writing to the City no later than three (3) months prior to the expiration date of this License. Should the Grantees fail to submit such a request for the renewal of this License as herein required, the License shall expire on the expiration date. Grantees understand, agree and accept that the City may require the terms, conditions and provisions of this License be modified as a condition for renewing the grant of the encroachment within the License Area as permitted by this License.

SECTION 6. WORK DONE BY OTHERS

Throughout the term of this License, the City expressly reserves the right to install, repair, or reconstruct the City right-of-way used or occupied by Grantees, any streets or alleys and all ancillary public uses, usual and customary in connection with streets and alleys, expressly including but not limited to, drainage facilities and structures.

The City reserves the right, subject to further conditions described in this paragraph, to lay and permit to be laid, utility lines including, but not limited to, storm and sanitary sewer, gas, water, and other pipelines, cables and conduits, and to do and permit to be done, any underground and overhead installation or improvement that may be deemed necessary or proper by the governing body of the City in, across, along, over or under the City right-of-way occupied by Grantees, and to change any curb or sidewalk or the street grade of any street. The City shall not be liable to Grantees for any damage resulting there from, nor shall the City be liable to Grantees for any damages arising out of the performance of any work by the City, its contractors or subcontractors, not willfully and unnecessarily occasioned; provided, however, nothing herein shall relieve any other persons or entities from liability for damage to the Water Line. If the City requires Grantees to, alter, change, adapt, or relocate the Wall, due to imminent public safety concerns, because of changes in the grade of the City right-of-way or in the location or manner of constructing a water pipe, sewer pipe or other underground or aboveground pipes owned by the City, Grantees shall make the alterations or changes as soon as practicable when ordered in writing by the City without claim for reimbursement or damages against the City. If these requirements impose a financial hardship upon Grantees, Grantees shall have the right to present alternative proposals for the City's consideration. If the City requires Grantees to remove, alter, change, adapt or

relocate its Wall or any portion there of to enable any other entity or person, except the City, to use, or to use with greater convenience, the City right-of-way, Grantees shall not be required to make such changes until such other entity or person shall have undertaken with solvent bond, to reimburse Grantees for any loss and expense which will be caused by or arise out of such removal, alteration, change, adaptation or conformance of the Wall; provided, however, the City shall not be responsible nor liable for such reimbursement.

SECTION 7. RESERVATION OF SURFACE, SUBSURFACE, AND AIRSPACE RIGHTS

The City reserves the right to use the surface or subsurface or airspace within the License Area for any public purposes allowed by law and deemed necessary by the City and to do or permit to be done any work in connection therewith which may be deemed necessary or proper by the City on, across, along, under or over said City right-of-way occupied by Grantees provided such use does not interfere with Grantees' use of the License Area. Whenever by reason of said work in connection with said purposes it shall be deemed necessary by the City to alter, change, adapt, conform or relocate portions of the Wall, such alteration or change or relocation shall be made by Grantees when ordered in writing by the Traffic Engineer without any claim for reimbursement or damages against the City.

SECTION 8. CONSIDERATION

As consideration for this Special Privilege, Grantee shall pay to the City the sum of ONE THOUSAND AND NO/100 DOLLARS (\$1,000.00) per year. The annual consideration is calculated pursuant to Section 15.08.120.F.1 of the El Paso City Code. The annual fee shall remain the same for a period of one year from the date of execution by City Council and shall be subject to change after each one year period the License remains in effect. City Council retains the right to increase or decrease the annual fee specified in this License.

The City shall notify the Grantee of any proposed changes in fees as prescribed in Section 14 (Notice) of this License. This License is granted on the condition the grantee pays for all costs associated with the Water Line, as well as all costs for the restoration of the License Area upon the termination of the License.

The first annual consideration shall be due and owing prior to City Council approval of the License. The advance payment shall be in the form of a cashier's check or business check payable to "The City of El Paso" and delivered to the Department of Transportation for remittance to the Financial Services Department. If the Special Privilege is disapproved by City Council, a full

refund of the payment shall be made by the Financial Services Department within fifteen (15) days of the denial action.

Subsequent annual considerations shall be due the first day of the month in which the License has been granted by City Council and remitted to the Financial Services Department.

The fee payment shall be exclusive of and in addition to all general municipal taxes of whatever nature, including, but not limited to, the ad valorem taxes, and assessments for public improvements except as hereinafter provided as may be enacted during the term of this License or any renewal. The fee established in this section shall not be affected by any relocation of Grantees' Wall required by the City pursuant to this License.

The fee payment shall be exclusive of and in addition to all costs of obtaining required permits, plans and other approvals as necessary to conform to all other applicable City Special Privileges and regulations.

SECTION 9. INSURANCE

Prior to commencement of any future construction, repairs, or maintenance operations during the term of this License, Grantees shall provide the City with a certificate of insurance and shall maintain such insurance in effect during the term of this License. The City shall be named as an additional insured on all of the Grantees' insurance policies that are required by this License. Failure to maintain insurance shall be a material breach of this license and a basis for termination of this License by the City.

Grantees shall obtain and provide a comprehensive general liability insurance policy with a minimum One Million and No/100 Dollars (\$1,000,000.00) limit, per occurrence, for personal injury, death and property damage with a minimum One Million and No/100 Dollars (\$1,000,000.00) general aggregate limit, and, in addition One Million and No/100 Dollars (\$1,000,000.00) products/completed operations (if needed). These amounts are not a limitation upon the Grantees' agreement to indemnify and hold the City harmless.

Grantees shall procure said insurance with a solvent insurance company authorized to do business in Texas. Such policy or certificate shall provide that the insurance cannot be canceled without thirty (30) days prior written notice to the Financial Services Department, or ten (10) days prior written notice to the Financial Services Department for cancellation based on

non-payment of insurance premiums. Notification to the City is not required for modifications to the policy coverage amount provided the minimum liability coverage amounts listed in the preceding paragraph are maintained for the duration of the term of this License. Grantees shall file a copy of the policy or certificate of insurance with Financial Services and the Department of Transportation. If the policy is not kept in full force and effect throughout the term of this License, the License shall automatically become void.

SECTION 10. INDEMNITY

As a condition of this License, Grantees shall indemnify, defend and hold harmless the City, its officers, agents, servants and employees from and against any and all costs, claims, liens, damages, losses, expenses (including but not limited to attorneys' fees and costs), fees, fines, penalties, proceedings, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal injury or death or property damage, arising out of, resulting from or related to the GRANTEES' activities under this License, including any act or omission by the GRANTEES, their agents, employees or subcontractors, all, without, however, waiving governmental immunity available to the City, hereafter, the "damages". This indemnification shall apply even where such damages described above involve the negligence or allegations of negligence on the part of the City, its officers, agents or employees.

The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any person or entity. Without modifying the conditions of preserving, asserting, or enforcing any legal liability against the City as required by the City Charter or any law, the City will promptly forward to the GRANTEES every demand, notice, summons, or other process received by the City in any claim or legal proceeding contemplated herein. GRANTEES shall investigate or cause the investigation of accidents or occurrences involving such damages, negotiate or cause to be negotiated the claim as the GRANTEES may deem expedient, and defend or cause to be defended on behalf of the City all suits for damages, even if groundless, false or fraudulent brought because of such damages. GRANTEES shall pay all judgments finally establishing liability of the City in actions defended by Contractor pursuant to this section, along with all attorneys' fees and costs incurred by the City, including interest accruing to the date of payment by GRANTEES and premiums on any appeal bonds.

The City, at its election, will have the right to participate in any such negotiations or legal proceedings to the extent of its interest. In addition, the GRANTEES shall promptly advise the City in writing of any claim or demand against the City or the GRANTEES known to the GRANTEES related to or arising out of the GRANTEES' activities under this License. **The City will not be responsible for any loss of or damage to the GRANTEES' property from any cause.**

SECTION 11. RIGHTS IN THE EVENT OF ABANDONMENT

As an express condition of this License, and not as a mere covenant, in the event Grantees abandon the Wall or a portion thereof or ceases to use the Wall for the purposes enumerated herein for any period of six (6) months or longer, other than the time elapsing between the effective date of this license and the completion of construction of the Wall, this License shall automatically terminate, free and clear of any right, title, or interest in Grantees without the necessity of any notice to Grantee or any re-entry by the City.

SECTION 12. CANCELLATION

Grantees shall have the option to terminate this License at any time upon giving the City written notice thirty (30) days in advance of such termination. In addition, the City shall have the option to cancel and terminate this License for failure of Grantees to comply with any material provision or requirement contained in this agreement after thirty (30) days written notice to Grantees. However, if said breach or failure to comply cannot be reasonably cured within thirty (30) days, Grantees shall proceed promptly to cure the same with due diligence, the time for curing such failure to comply shall be extended for such period of time as may be deemed reasonably necessary by the City to complete such curing unless such breach involves public safety.

Upon termination of this License, prior to the expiration of the original term for any reason, Grantees shall remove their Wall located in the License Area at no cost to the City. When said Wall is removed from the License Area, Grantees shall restore all pavement or base, damaged, or removed during the term of this License, if any, at Grantees' own cost and expense, as determined by the City Engineer. Any such restoration shall be subject to the reasonable approval of the City. If Grantees fail to restore the License Area as required by the City, the City may at its option restore the pavement and charge such costs to Grantees who shall be responsible for payment of such repair and restoration costs.

SECTION 13. RECORDS

City Council and the Traffic Engineer or designee shall be kept fully informed by Grantees as to matters pertaining in any way to Grantees' exercise of its rights under this License, including the replacement, reconstruction, maintenance, and repair of the Wall within the City right-of-way. Obtaining all applicable City permits shall be deemed sufficient to keep such parties informed. Grantees shall keep complete and accurate maps, construction drawings, and specifications describing the location of the Wall within the City right-of-way. The City shall have the right, at reasonable times to inspect such maps, construction drawings, and specifications.

SECTION 14. NOTICE

Any notice or communication required in the administration of this License shall be sent in writing by prepaid certified mail, return receipt requested, to the following addresses:

- CITY: City of El Paso
Attn: City Manager
#2 Civic Center Plaza 10th Floor
El Paso, Texas 79901

- with copy to: City of El Paso
ATTN: Department of Transportation
7968 San Paulo Drive
El Paso, Texas 79915

- with copy to: City of El Paso
ATTN: Financial Services – Capital Assets Division
#2 Civic Center Plaza 7th Floor
El Paso, Texas 79901

- GRANTEES: Mary Stillinger and Enriqueta Godinez
4911 Alameda Avenue
El Paso, Texas 79905

or to such other addresses Grantees may designate from time to time by written notice as required in this paragraph.

SECTION 15. ASSIGNMENT

The rights granted by this License inure to the benefit of the Grantees, and any parent, subsidiary, or successor entity now or hereafter existing. The rights shall not be assignable without the express advanced written consent of the El Paso City Manager; however, such consent will not be unreasonably withheld.

SECTION 16. LEASING OR DEDICATION OF FACILITIES

Grantees, without the advanced written consent of the El Paso City Manager or designee, shall not lease the License Area, to any non-grantee person or entity; however, such consent will not be

unreasonably withheld.

SECTION 17. ADMINISTRATION OF LICENSE

The Traffic Engineer or designee is the principal City official responsible for the administration of this License. Grantees recognize questions regarding the interpretation or application of this License shall be referred to the Traffic Engineer.

SECTION 18. NO PROPERTY RIGHTS

Nothing herein shall grant any real property interest to the Grantees nor give rise to any vested right in the Grantees, their assigns or successors in interest, none of who shall have a cause of action for damages upon revocation or termination of this License in accordance with the terms herein.

SECTION 19. LIENS AND ENCUMBRANCES

Grantees shall defend and indemnify the City against any liability and loss of any type arising from any lien or encumbrance on the License Area that arises or is alleged to have arisen from Grantees' use of the License Area.

SECTION 20. RIGHT OF ENTRY AND INSPECTION

The City's authorized representative shall have the right to enter upon the License Area at all reasonable times for the purpose of inspecting the same and determining compliance with the terms of this License.

SECTION 21. LAWS AND ORDINANCES

Grantees shall comply with all statutes, laws, codes and ordinances applicable to Grantees' repair, renovation, alteration or use of the License Area.

SECTION 22. ENTIRE AGREEMENT

This document contains all of the agreements between the parties and may not be modified, except by an agreement in writing signed by both parties.

SECTION 23. SEVERABILITY

Every provision of this License is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality shall not affect the validity of the remainder of this License.

SECTION 24. LAWS GOVERNING/VENUE

The laws of the State of Texas shall govern the validity, performances, and enforcement of this License and if legal action is necessary to enforce it, exclusive venue shall be in El Paso County, Texas.

SECTION 25. RESTRICTIONS AND RESERVATIONS

This License is subject to all rights-of-way, easements, dedications, restrictions, reservations and other encumbrances of record and running with the land. If, at any time during the initial term of this license, or any extension thereof, any such rights-of-way, easements, dedications, restrictions, reservations and other encumbrances of record and running with the land, preclude, interrupt or interfere with Grantees' use of the License Area, Grantees shall have the right to terminate this License upon giving the City prior written notice of its intent to do so.

SECTION 26. EFFECTIVE DATE

The effective date of this License shall be the date last entered below. This License shall not take effect unless Grantees file its written acceptance with the City prior to the enactment of this License by City Council.

PASSED AND APPROVED this ____ day of _____, 2012.

WITNESS THE FOLLOWING SIGNATURES AND SEALS

THE CITY OF EL PASO

John F. Cook
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

Elizabeth M. Ruhmann
Assistant City Attorney

APPROVED AS TO CONTENT:

Daryl W. Cole, Director
Department of Transportation

ACCEPTANCE

The above instrument, with all conditions thereof, is hereby accepted this ____ day of _____, 2011.

GRANTEE:
Mary Stilling

By: Mary Stilling
Title: Property Owner

ACKNOWLEDGMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument is acknowledged before me on this _____ day of _____, 2011, by Mary Stilling as Grantee.

Notary Public, State of Texas

Notary's Printed or Typed Name:

My Commission Expires:

ACCEPTANCE

The above instrument, with all conditions thereof, is hereby accepted this ____ day of _____, 2011.

GRANTEE:
Enriqueta Godinez

By: Enriqueta Godinez
Title: Property Owner

ACKNOWLEDGMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument is acknowledged before me on this _____ day of _____, 2011, by Enriqueta Godinez as Grantee.

Notary Public, State of Texas

Notary's Printed or Typed Name:

My Commission Expires:

Being a portion of Farrell Drive
Out of Richard Lee Subdivision
City of El Paso, El Paso County, Texas
September 8, 2011
(Parcel 1)

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a portion of Farrell Drive right of way out of Richard Lee Subdivision, recorded in volume 2, page 47, Plat records of El Paso County Texas, and being more particularly described by metes and bounds as follows:

Commencing for reference at a found bridge nail at the centerline intersection of Farrell Drive and Kathy Drive from which the centerline intersection of Kathy Drive and Stevens Road bears North 37°10'00" West a distance of 1408.25 feet (1408.82 feet Call) Thence North 02°13'30" East a distance of 84.90 feet to a point on the westerly right of way line of Farrell Drive for THE "TRUE POINT OF BEGINNING";

Thence along said right of way line North 22°55'00" East a distance 129.57 feet to a point of curve;

Along the arc of a curve to the left which has a radius of 455.00 feet, a central angle of 06° 43'07" a chord which bears North 19°33'27" East a distance of 53.32 feet to a point on the face of the rock wall;

Thence leaving said right of way line and along the face of a rock wall, South 10°57'28" West a distance of 13.34 feet to a point;

Thence along the face of said rock wall, South 16°33'20" West a distance of 34.57 feet to a point;

Thence along the face of said rock wall, South 18°38'06" West a distance of 61.53 feet to a point;

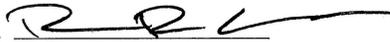
Thence along the face of said rock wall, South 23°52'26" West a distance of 47.19 feet to a point;

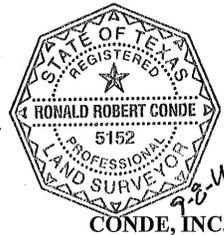
Thence along the face of said rock wall, South 35° 46'40" West a distance of 16.92 feet to a point;

Thence along face of said rock wall, South 37°33'33" West a distance of 7.05 feet to a point;

Thence along face of said rock wall, South 48°52'34" West a distance of 3.94 feet to THE "TRUE POINT OF BEGINNING" and containing 911 Square feet or 0.0209 acres of land more or less.

Note: a drawing of even date accompanies this description


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

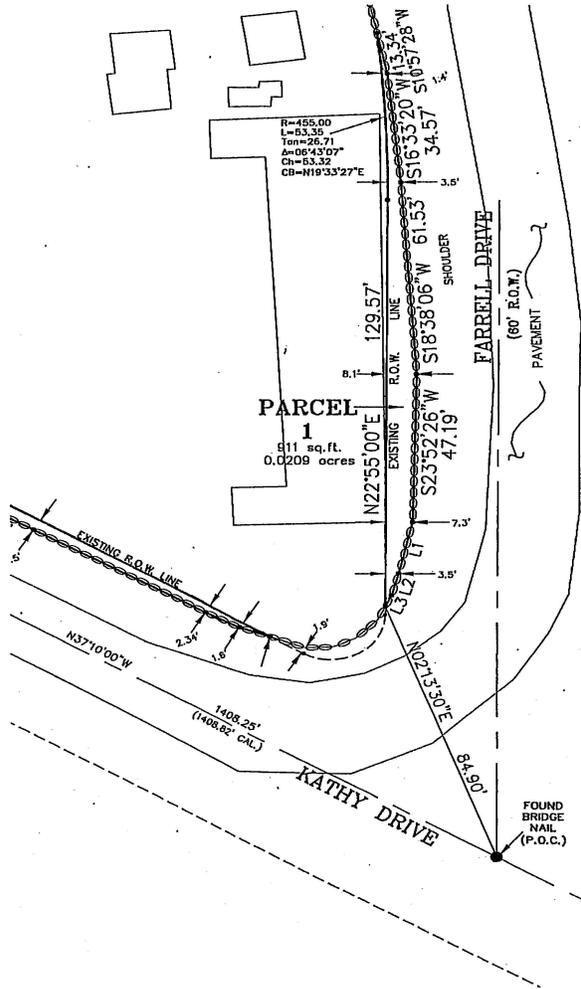


Job # 411-50

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

EXHIBIT B
PG 1 of 4

LINE TABLE		
LINE	LENGTH	BEARING
L1	16.92	S35°46'40"W
L2	7.05	S37°33'33"W
L3	3.94	S48°52'34"W



NOTE:
1. A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS DRAWING

RON R. CONDE R.P.L.S #5152

JOB # 411-50	DATE: SEPTEMBER 08, 2010	FIELD: D.G.	OFFICE: F.R.
RECORDED IN VOLUME 2, PAGE 47, PLAT RECORDS OF EL PASO COUNTY, TEXAS			
BEING A PORTION OF FARRELL DRIVE OUT OF RICHARD LEE SUBDIVISION CITY OF EL PASO, EL PASO COUNTY, TEXAS		CONDE INC. 6080 SURETY SUITE 100 EL PASO, TEXAS 79905	
© COPYRIGHT 2011/CONDE INC. ALL RIGHTS RESERVED		CADD FILE: C:\SU\9\191008	

EXHIBIT B
PG 2 of 4

Being a portion of Kathy Drive right of way
Out of Richard Lee Subdivision
City of El Paso, El Paso County, Texas
September 8, 2011
(Parcel 2)

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a portion of Kathy Drive right of way out of Richard Lee Subdivision, recorded in volume 2, page 47, Plat records of El Paso County, Texas, and being more particularly described by metes and bounds as follows:

Commencing for reference at a found bridge nail at the centerline intersection of Farrell Drive and Kathy Drive from which a found nail at the centerline intersection of Kathy Drive and Stevens Road bears North 37°10'00" West a distance of 1408.25 feet (1408.82 feet Call); Thence North 18°11'55" West a distance of 92.30 feet to a point on the intersection of the northeasterly right of way line of Kathy Drive with an existing rock wall for the **"TRUE POINT OF BEGINNING"**;

Thence along said rock wall, North 48°00'29" West a distance of 8.68 feet to a point;

Thence along said rock wall, North 40°55'37" West a distance of 10.68 feet to a point;

Thence along said rock wall, North 38°23'39" West a distance of 53.05 feet to a point;

Thence along said rock wall, North 37°36'21" West a distance of 48.02 feet to a point;

Thence along said rock wall, North 35°51'53" West a distance of 23.83 feet to a point;

Thence along said rock wall, North 37°22'32" West a distance of 61.37 feet to a point;

Thence along said rock wall, North 36°53'46" West a distance of 60.61 feet to a point;

Thence along said rock wall, North 37°05'55" West a distance of 136.72 feet to a point

Thence leaving said rock wall, North 52°21'00" East a distance of 3.07 feet to a point on the northeasterly right of way line of Kathy Drive;

Thence along said right of way line of Kathy Drive South 37°10'00" East a distance of 402.79 feet to the **"TRUE POINT OF BEGINNING"** and containing 1288 square feet or 0.0296 acres of land more or less.

Note: a drawing of even date accompanies this description

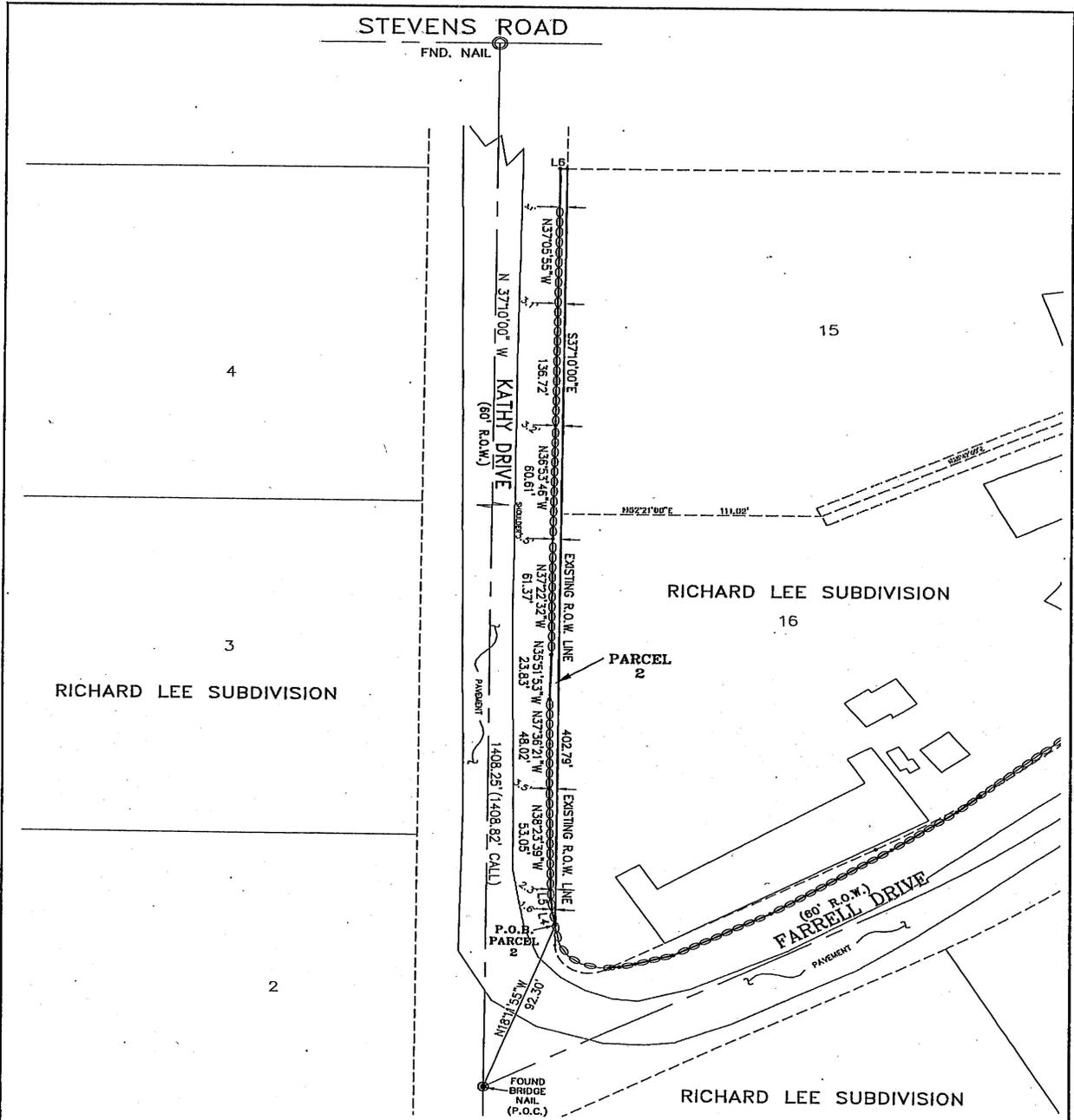

Ron R. Conde
R.P.L.S. No. 5152



Job # 411-50

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

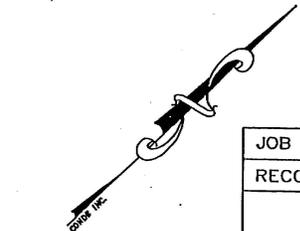
EXHIBIT B
PG 3 of 4



NOTE: A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS DRAWING.

RON R. CONDE R.P.L.S #5152

JOB # 411-50	DATE: SEPTEMBER 8, 2010	FIELD: D.G.	OFFICE: F.R.
RECORDED IN VOLUME 2, PAGE 47, PLAT RECORDS OF EL PASO COUNTY, TEXAS			
BEING A PORTION OF KATHY DRIVE OUT OF RICHARD LEE SUBDIVISION CITY OF EL PASO, EL PASO COUNTY, TEXAS			
CONDE INC. 6080 SURETY SUITE 100 EL PASO, TEXAS 79905		CADD FILE: S:\SU\4\41150	



SCALE: 1" = 60'

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EXHIBIT B
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