

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

**DEPARTMENT:** City Development Department

**AGENDA DATE:** Introduction: January 22, 2013  
Public Hearing: January 29, 2013

**CONTACT PERSON NAME AND PHONE NUMBER:** Mirian Spencer, (915) 541-4056, spencermd2@elpasotexas.gov

**DISTRICT(S) AFFECTED:** 8

**SUBJECT:**

An Ordinance granting a special privilege license to Chico's Tacos Inc. permitting the encroachment onto a portion of an alley adjacent to Block 2, Tobin's Washington Park Addition, El Paso, El Paso County, Texas, more commonly known as 4230 Alameda Avenue, to allow parking, signage, landscaping, vehicular and pedestrian traffic (NESV13-00001) District 8.

**BACKGROUND / DISCUSSION:**

Chico's Tacos has requested to continue the use of a portion of City right-of-way adjacent to Alameda Avenue for parking, signage, landscaping, vehicular and pedestrian traffic. There was a previous special privilege license for the property that expired prior to a request to renew the agreement. The special privilege is required as TXDOT has not completed the modifications to Alameda Avenue and the City will not entertain releasing their interest in the property until the improvements by the state have been completed. Chico's also has a lease agreement for the use of a portion of Washington Park for parking.

The term of the agreement is for five years with two additional options to renew for five additional years. The annual fee for the special privilege is \$570.00 for the use of the right-of-way.

**PRIOR COUNCIL ACTION:**

Ordinance No. 016609 was approved by City Council on April 24, 2007 for a five year term.

**AMOUNT AND SOURCE OF FUNDING:**

N/A

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**BOARD / COMMISSION ACTION:**

N/A

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\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**

\_\_\_\_\_  
Mathew S. McElroy, Director  
City Development Department

*Information copy to appropriate Deputy City Manager*

ORDINANCE NO. \_\_\_\_\_

**AN ORDINANCE GRANTING A SPECIAL PRIVILEGE LICENSE TO CHICO'S TACOS INC. PERMITTING THE ENCROACHMENT ONTO A PORTION OF AN ALLEY ADJACENT TO BLOCK 2, TOBIN'S WASHINGTON PARK ADDITON, EL PASO, EL PASO COUNTY, TEXAS, MORE COMMONLY KNOWN AS 4230 ALAMEDA AVENUE, TO ALLOW PARKING, SIGNAGE, LANDSCAPING, VEHICULAR AND PEDESTRIAN TRAFFIC.**

**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 Chico's Tacos Inc. (hereinafter referred to as the "Grantee"), for the continued use, maintenance, and repair of the following described portion of an alley, for the following uses: parking, signage, landscaping, vehicular and pedestrian traffic (which uses are hereinafter collectively referred to as the "Permitted Uses").

**SECTION 2. LICENSE AREA**

The aerial and surface rights granted herein are for portions of an alley adjacent to Block 2, Tobin's Washington Park Addition, consisting of approximately 365 square feet or 0.084 acres, being more particularly described by metes and bounds in Exhibit "A" and shown in Exhibit "B" as the crosshatched area, and hereinafter referred to as the "License Area".

**SECTION 3. USE OF PROPERTY**

This License is granted solely for the encroachment onto City rights-of-way for the Permitted Uses. As an express condition of this License, and not as a mere covenant, Grantee agrees to restore the License Area to its original state upon removal of any of the encroachments stated herein, to the reasonable satisfaction of the City in accordance with applicable City specifications, which include restoration to allow for pedestrian access.

This Special Privilege License shall not be construed to waive any City permit requirements. Grantee shall be responsible for all maintenance. Grantee, at no cost to the City, shall clean up all litter and debris within the License Area, leaving City rights-of-way in a clean and orderly condition at all times. 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, Grantee 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 the City of El Paso.

**SECTION 4. REGULATION OF CONSTRUCTION**

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

In the event that Grantee desires to reconstruct, repair, or replace the improvements in the License Area, Grantee shall obtain all applicable permits required by the City. Where proposed, any excavation or trenching and other construction in the License Area shall be so carried out as to interfere as little as practical with the surface use of the License Area 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.

Grantee covenants and agrees that Grantee shall, at its own expense, repair all water lines, storm and sanitary sewer lines, service lines and water meters owned by the City in the License Area that Grantee, Grantee's 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 Grantee to remove and abate any improvements of Grantee in the License Area that is dangerous to life or property. Should Grantee, 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 the Grantee. In the event City removes or abates the improvements in the License Area as provided herein, Grantee shall not be compensated for the loss of improvements, or revenues associated with the area, nor shall the City be liable to the Grantee for any direct, indirect or consequential damages due to the removal or abatement of improvements in the License Area.

**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. At the end of this term, the City shall have the unilateral option of renewing this Special Privilege for two (2) additional five (5) year terms upon the request of the Grantee and approval of the El Paso City Council. If Grantee wishes the City to renew this

License, Grantee shall submit a request in writing to the City no later than three (3) months prior to the expiration date of this License. Should Grantee fail to submit such request for the renewal of this License to the City as herein required, the License shall expire upon the expiration date subject to the following. The City, at its sole discretion, may waive the notice requirement. Such discretion may be exercised by the City Manager prior to the expiration of this License. Grantee understands, agrees, and accepts 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 the Grantee, any adjacent 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 underground or overhead utility lines including, but not limited to, storm and sanitary sewer, gas, water, and other pipelines or cables, 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, along, over or under the License Area occupied by the Grantee, and to change any curb or sidewalk or the street grade of any street. The City shall notify the Grantee of work to be performed as herein described. The City shall not be liable to Grantee for any damage resulting therefrom, nor shall the City be liable to Grantee 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 License Area. If the City requires the Grantee to alter, change, adapt, remove, or relocate any improvements of Grantee in the License Area due to imminent public safety concerns, or because of changes in the grade of the License Area or in the location or manner of constructing a water pipe, sewer pipe or other underground or aboveground pipes owned by the City, Grantee 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 Grantee, Grantee shall have the right to present alternative proposals for the City's consideration. If the City requires Grantee to remove, alter, change, adapt or relocate its improvements in the License Area to enable any other entity or person, except the City, to use, or to use with greater convenience, the License Area, Grantee

shall not be required to make such changes until such other entity or person shall have undertaken with solvent bond, to reimburse Grantee for any loss and expense which will be caused by or arise out of such removal, alteration, change, adaptation or conformance of the improvements in the License Area; provided, however, the City shall not be responsible nor liable for such reimbursement.

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

The City reserves the right to use the subsurface and 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 along, under or over said License Area occupied by Grantee provided such use does not interfere with Grantee's 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 any of Grantee's improvements in the License Area, such alteration or change or relocation shall be made by Grantee when ordered in writing by the City Manager or designee 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 FIVE HUNDRED FIFTY AND NO/100 DOLLARS (\$550.00) per year for the use of the alley for the parking, landscaping, vehicular and pedestrian access and TWENTY AND NO/100 DOLLARS (\$20.00) per year for the pole sign for a total annual consideration of FIVE HUNDRED SEVENTY AND NO/100 DOLLARS (\$570.00). 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. The City 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 that Grantee pays for all costs associated with the License Area, as well as all costs for the restoration of the License Area upon the termination of the License to the condition it was at the inception of this 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 City Development Department for remittance to the Financial

Services Department. If the Special Privilege is disapproved by the 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 the El Paso 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 Grantee's improvements in the License Area 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 City Council approval of the License, Grantee 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 Grantee's 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.

Grantee shall obtain and provide a commercial general liability policy with a minimum one million dollar (\$1,000,000.00) limit, per occurrence, for personal injury, death, and property damage, with a minimum one million dollar (\$1,000,000.00) general aggregate limit. These amounts are not a limitation upon the Grantee's agreement to indemnify and hold the City harmless.

Grantee 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, modified or the amount of coverage changed 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. Grantee shall file a copy of the policy or certificate of insurance with Financial Services and the City

Development Department. 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, Grantee 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 Grantee's activities under this License, including any act or omission by the Grantee, Grantee's 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 shall promptly forward to the Grantee every demand, notice, summons, or other process received by the City in any claim or legal proceeding contemplated herein. Grantee shall investigate or cause the investigation of accidents or occurrences involving such damages, negotiate or cause to be negotiated the claim as the Grantee 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. Grantee shall pay all judgments finally establishing liability of the City in actions defended by Grantee pursuant to this section, along with all attorneys' fees and costs incurred by the City, including interest accruing to the date of payment by Grantee and premiums on any appeal bonds.

The City, at its election, shall have the right to participate in any such negotiations or legal proceedings to the extent of its interest. In addition, the Grantee shall promptly advise the City in writing of any claim or demand against the City or the Grantee known to the Grantee related to or arising out of the Grantee's activities under this License. **The City will not be responsible for any loss of or damage to the Grantee's 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 Grantee abandons the License Area or a portion thereof or ceases to use the License Area for the Permitted Uses for any period of six (6) months or longer, this License shall automatically terminate, free and clear of any right, title, or interest in Grantee without the necessity of any notice to Grantee or any re-entry by the City.

**SECTION 12. CANCELLATION**

Grantee 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 Grantee to comply with any material provision or requirement contained in this agreement after thirty (30) days written notice to Grantee. However, if said breach or failure to comply cannot be reasonably cured within thirty (30) days, if Grantee 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.

The City shall have the option to terminate this License at any time upon giving the Grantee written notice thirty (30) days in advance of such termination, at no cost to the City and may take possession of the City right-of-way. All rights of the Grantee into the City right-of-way shall then be terminated. If the License is cancelled by the City, Grantee shall not be entitled to a refund of the paid annual consideration for the months remaining in the License year (the twelve month period beginning on the effective date of this License). If this License is cancelled due to Grantee's failure to cure any default under this License, abandonment or cancellation by Grantee, Grantee shall not be entitled to a refund of consideration paid to the City.

Upon termination of this License, prior to the expiration of the original term for any reason, Grantee shall remove its improvements in the License Area at no cost to the City. Grantee shall restore the License Area to the condition it was in at the inception of this License to the reasonable satisfaction of the City Engineer and in accordance with City specifications, at Grantee's own cost and expense. Any such restoration shall be subject to the reasonable approval of the City. If the Grantee fail to restore the License Area as required herein, the City may at its option restore the License Area and charge such costs to Grantee who shall be responsible for payment of such repair and restoration costs.

**SECTION 13. RECORDS**

The El Paso City Council and the City Manager or designee shall be kept fully informed by Grantee as to matters pertaining in any way to Grantee’s exercise of its rights under this License, including the maintenance, repair, replacement, construction, or reconstruction of the improvements within the License Area. Obtaining all applicable City permits shall be deemed sufficient to keep such parties informed. Grantee shall keep complete and accurate maps, construction drawings, and specifications describing the location of the structures 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 10<sup>th</sup> Floor  
El Paso, Texas 79901
  
- with copy to: City of El Paso  
ATTN: City Development Department  
#2 Civic Center Plaza 5<sup>th</sup> Floor  
El Paso, Texas 79901
  
- with copy to: City of El Paso  
ATTN: Financial Services – Capital Assets Division  
#2 Civic Center Plaza 7<sup>th</sup> Floor  
El Paso, Texas 79901
  
- GRANTEE: Chico’s Tacos, Inc.  
ATTN: Emma Mora  
10530 Montwood Drive  
El Paso, Texas 79935
  
- with copy to: The Gilbert Law Firm  
ATTN: Risher S. Gilbert  
PO BOX 472  
El Paso, Texas 79943

or to such other addresses as Grantee 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 Grantee, 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 City Manager for the City of El Paso.

**SECTION 16. LEASING OR DEDICATION OF FACILITIES**

Grantee, 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.

**SECTION 17. ADMINISTRATION OF LICENSE**

The City Manager or designee is the principal City official responsible for the administration of this License. Grantee recognizes that questions regarding the interpretation or application of this License shall be referred to the City Manager or designee.

**SECTION 18. NO PROPERTY RIGHTS**

Nothing herein shall grant any real property interest to the Grantee nor give rise to any vested right in the Grantee, Grantee's 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.

**SECTION 19. LIENS AND ENCUMBRANCES**

Grantee 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 Grantee's use of the Licensed 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**

Grantee shall comply with all statutes, laws, codes and ordinances applicable to Grantee's use, maintenance or repair 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 Grantee's use of the License Area, Grantee 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 Grantee files its written acceptance with the City prior to the enactment of this License by the El Paso City Council.

**PASSED AND APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2013.

(Signatures begin on following page)

**WITNESS THE FOLLOWING SIGNATURES AND SEALS**

**THE CITY OF EL PASO**

**ATTEST:**

\_\_\_\_\_  
John F. Cook  
Mayor

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

**APPROVED AS TO FORM:**

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Cynthia Osborn  
Assistant City Attorney

\_\_\_\_\_  
Mathew S. McElroy, Director  
City Development Department

**ACCEPTANCE**

The above instrument, with all conditions thereof, is hereby accepted this \_\_\_\_ day of \_\_\_\_\_, 2013.

**GRANTEE:**  
**Chico's Tacos, Inc.**

\_\_\_\_\_  
By: Emma Mora, President

**ACKNOWLEDGMENT**

THE STATE OF TEXAS            )  
                                                  )  
COUNTY OF EL PASO            )

This instrument is acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2013, by Emma Mora, as President of Chico's Tacos Inc., as Grantee.

\_\_\_\_\_  
Notary Public, State of Texas

\_\_\_\_\_  
Notary's Printed or Typed Name

\_\_\_\_\_  
My Commission Expires

Being a portion of an Alley adjacent to  
Block 2, Tobin's Washington Park Addition  
City of El Paso, El Paso County, Texas  
Prepared for: The Gilbert Law Firm  
September 28, 2006

### METES AND BOUNDS DESCRIPTION

Description of a portion of an alley adjacent to Block 2, Tobin's Washington Park Addition as recorded in volume 11, page 40, Plat records City of El Paso El Paso County, Texas and being more particularly described by metes and bounds as follows:

The "TRUE POINT OF BEGINNING" being a found nail at the intersection of the easterly line of lot 1, Block 2, Tobin's Washington Park Addition with the southerly right of way line of Alameda Avenue,

Thence along said right of way line South 45°07'00" East a distance of 18.27 feet to a set nail;

Thence leaving said right of way line South 00°12'30" West a distance of 28.13 feet to a point;

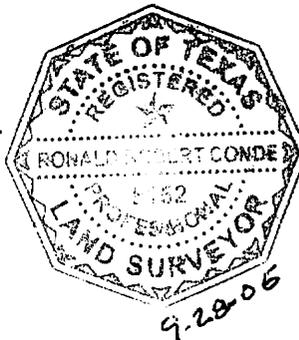
Thence North 45°07'00" West a distance of 18.27 to a point;

Thence North 00°12'30" East a distance of 28.13 feet to the "TRUE POINT OF BEGINNING" and containing 365 Sq. Ft. or 0.0084 Acres of land more or less.

NOTE: Bearings based on found control shown on survey plat and Metes and Bounds Descriptions of Chicos Tacos Restaurant prepared by Jose Herndon Jr. on July 11, 1989.

A sketch of even date accompanies this description.

  
Ron R. Conde  
R.P.L.S. No. 5152  
Job No. 306-88

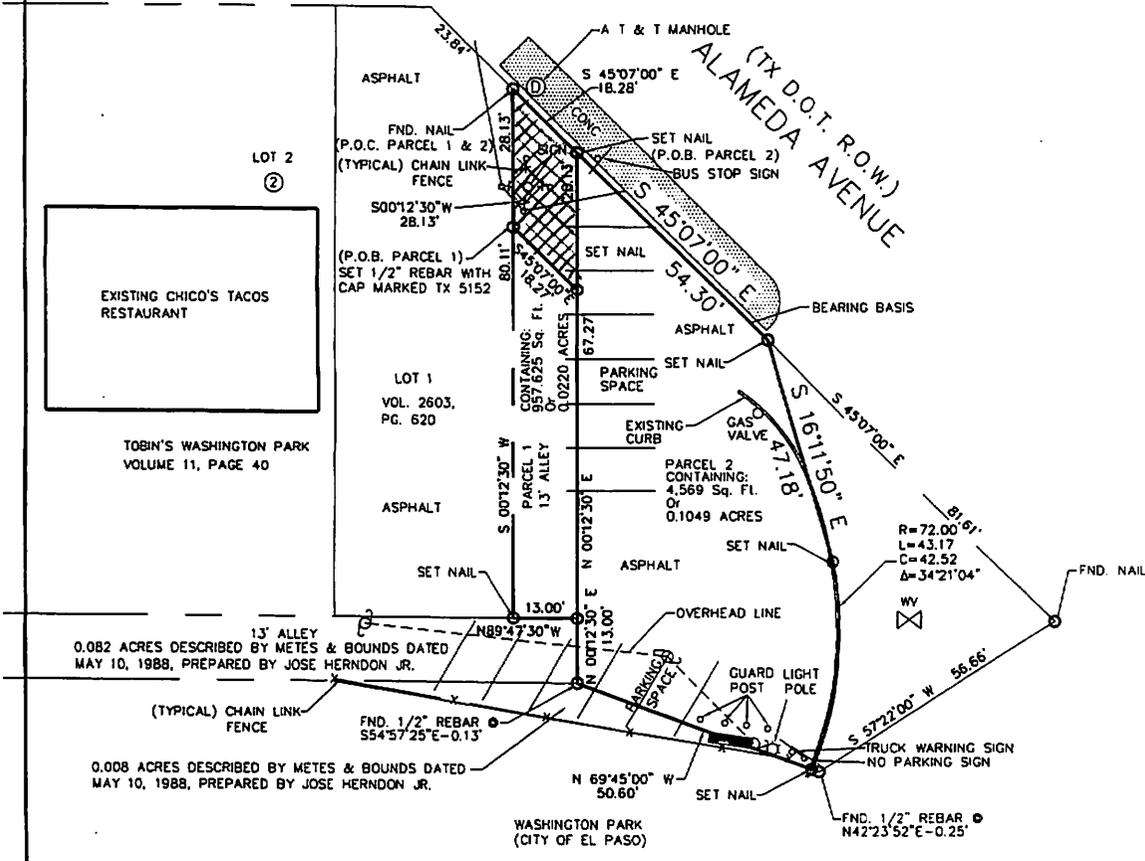


### EXHIBIT A

CONDE, INC.  
ENGINEERING / LAND SURVEYING / PLANNING  
1790 LEE TREVINO SUITE 400 / EL PASO, TEXAS 79936 / (915) 592-0283

PERA STREET

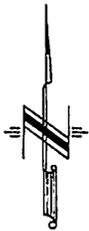
ALAMEDA AVENUE  
(TX D.O.T. R.O.W.)



0.082 ACRES DESCRIBED BY METES & BOUNDS DATED MAY 10, 1988, PREPARED BY JOSE HERNDON JR.

0.008 ACRES DESCRIBED BY METES & BOUNDS DATED MAY 10, 1988, PREPARED BY JOSE HERNDON JR.

- NOTES:
1. REFERENCE IMPROVEMENT SURVEY PREPARED BY JOSE HERNDON JR. DATED JULY 7, 1989.
  2. METES AND BOUNDS DESCRIPTIONS OF EVEN DATE ACCOMPANIES THIS SKETCH.
  3. ACCORDING TO HTE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP COMMUNITY PANEL NO. 48021-0040 B, DATED OCTOBER 15, 1982. THIS PROPERTY IS IN FLOOD HAZARD ZONE C.



SCALE: 1"=30'

CERTIFICATION

THIS PLAT REPRESENTS A SURVEY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF BASED ON THE FACTS EXISTING AT TIME OF THIS SURVEY.

*R R C*  
RON R. CONDE R.P.L.S. NO. 5152

JOB # 306-88	DATE: JULY 20, 2006	FIELD: D.G.	OFFICE: R.C.
BEING A PORTION OF AN ALLEY ADJACENT TO BLOCK 2, TOBIN'S WASHINGTON PARK ADDITION AND A PORTION OF WASHINGTON PARK CITY OF EL PASO, EL PASO COUNTY, TEXAS			
CONDE ENGINEERING INC. CADD FILE: C:\SU\3\306 1790 LEE TREVINO SUITE 400 (915) 592-0283 EL PASO, TEXAS 79936			