

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

DEPARTMENT: Parks and Recreation

AGENDA DATE: January 30, 2007

CONTACT PERSON/PHONE: Norman C. Merrifield (915) 541-4910

DISTRICT(S) AFFECTED: District 3

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SUBJECT:

APPROVE a resolution / ordinance / lease to do what? OR AUTHORIZE the City Manager to do what? Be descriptive of what we want Council to approve. Include \$ amount if applicable.

An ordinance authorizing the City Manager to sign a Lease Agreement between the City and EPISD for the use of MacArthur Park located at 738 Gerald.

BACKGROUND / DISCUSSION:

Discussion of the what, why, where, when, and how to enable Council to have reasonably complete description of the contemplated action. This should include attachment of bid tabulation, or ordinance or resolution if appropriate. What are the benefits to the City of this action? What are the citizen concerns?

The EPISD intends to upgrade and renovate the irrigation system on the existing City football field at MacArthur Park. They would also like to have exclusive use of the field and other park facilities during school hours. The field would then be available for use by the City during the remaining available hours, as indicated in the lease agreement. This is a thirty year lease.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one?

Yes. City Council approved this agreement on August 29, 2006. However, it was found, after the fact that the metes and bounds had been incorrectly provided by EPISD.

The agreement now reflects the proper legal description and changes to the metes and bounds.

AMOUNT AND SOURCE OF FUNDING:

How will this item be funded? Has the item been budgeted? If so, identify funding source by account numbers and description of account. Does it require a budget transfer?

The EPISD assumes all the costs required for them to complete the upgrades to the football field at this location, including the addition of a new water meter.

BOARD / COMMISSION ACTION:

Enter appropriate comments or N/A

*****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: _____



ORDINANCE NO. _____

AN ORDINANCE AMENDING THE ORDINANCE NO. 16450, WHICH AUTHORIZED THE CITY MANAGER TO SIGN A FIRST AMENDED AND RESTATED LEASE AGREEMENT BETWEEN THE CITY OF EL PASO AND THE EL PASO INDEPENDENT SCHOOL DISTRICT, FOR THE LEASE OF MACARTHUR PARK, LOCATED AT 738 GERALD, EL PASO, TEXAS, FOR A TERM OF THIRTY (30) YEARS, TO CORRECT THE TOTAL ACREAGE REFERENCED FOR USE PURSUANT TO THE LEASE AND TO AMEND THE ATTACHMENTS TO SAID LEASE AGREEMENT.

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

That the City Manager is hereby authorized to sign, on behalf of the CITY OF EL PASO ("CITY"), an amended and restated lease upon the following terms to the EL PASO INDEPENDENT SCHOOL DISTRICT ("LESSEE"):

(1) The area to be leased is 5.471 acres more commonly known as a portion of MacArthur Park, located 738 Gerald, El Paso, El Paso County, Texas, as further described in the First Amended and Restated Lease Agreement ("Agreement") attached hereto as Exhibit "A" and known as the "Facility".

(2) The lease period shall be for a primary term of thirty (30) years, with non-monetary consideration of certain additional in-kind public benefit consideration received, as outlined in greater detail in the attached Agreement. This Agreement supersedes all prior agreements, whether written or oral, regarding the lease of the Facility by EPISD.

(3) Said lease from the City of El Paso to the EPISD shall be in the form that is attached as Exhibit "A" and incorporated herein by reference for all purposes as if set forth verbatim.

PASSED AND APPROVED on this the ____ day of _____, 2007.

CITY OF EL PASO

ATTEST:

John F. Cook
Mayor

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:



Josette Flores
Assistant City Attorney

APPROVED AS TO CONTENT:



Norman C. Merrifield, Ed.D., Director
Parks and Recreation Department

CITY CLERK DEPT.

STATE OF TEXAS

§
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FIRST AMENDED AND RESTATED
LEASE AGREEMENT

COUNTY OF EL PASO

This First Amended and Restated Lease Agreement (the "Agreement") entered into as of the Effective Date, by and between the City of El Paso, Texas, a municipal corporation (hereinafter "CITY") and the El Paso Independent School District (hereinafter "LESSEE").

WITNESSETH:

WHEREAS, the CITY approved a Lease Agreement on August 29, 2006, to lease to the LESSEE the facilities known as the football field, tennis courts and surrounding park areas at a portion of Block 67, Lot 2, Cielo Vista Park Unit D (6.788 acres), municipally known and numbered as 738 Gerald, more commonly known as MacArthur Park (hereinafter the "Facility"); and

WHEREAS, the CITY and LESSEE now desire to correct the definition of Facility referenced in the 4th recital of the August 29, 2006, Lease Agreement as follows: the football field, tennis courts and surrounding park areas at Parcel 2, Block 67, Lot 2, Cielo Vista Park Unit D (5.471 acres), municipally known and numbered as 738 Gerald, more commonly known as MacArthur Park (hereinafter the "Facility"); and

WHEREAS, the CITY and LESSEE also desire to substitute the parcel map and legal description attached as Exhibit "A" to the Lease Agreement dated August 29, 2006, by attaching the corrected parcel map and legal description, attached hereto as Attachment "1"; and

WHEREAS, the parties now desire to amend and replace the August 29, 2006 Lease Agreement in its entirety through this First Amended and Restated Lease Agreement.

NOW, THEREFORE, for and in consideration of the following mutual covenants of this Agreement, and other good and valuable consideration, the CITY and LESSEE agree that this First Amended and Restated Lease Agreement hereby amends and replaces the August 29, 2006 Lease Agreement in its entirety, and, except as expressly referenced herein, all other agreements between the CITY and LESSEE concerning the use of the Facility located at MacArthur Park; and the parties agree that the CITY hereby grants to the LESSEE a non-assignable right for the LESSEE to use the Facility as set forth herein.

- 1. DURATION AND SCOPE.** The CITY agrees that the LESSEE may use the Facility from the Effective Date through September 30, 2036 as set forth in more detail below.
- 2. CONSIDERATION.**

- 2.1 As non-monetary consideration for the Facility, LESSEE shall perform general field maintenance which shall include the construction of a new water meter by 120 days after the effective date of this Agreement, to provide water service to the football field and turf replacement for the duration and scope of this Agreement. The LESSEE shall provide the necessary equipment and supplies to maintain the Facility. All maintenance and repairs shall be done by LESSEE with prior written approval of the Parks Area Supervisor.

3. USE OF PROPERTY

- 3.1 The CITY agrees that LESSEE may use the Facility solely for the purpose of holding the football and tennis practices and games and recreational uses conforming to the facilities offered or approved by the City of El Paso Department of Parks and Recreation (the "Department"), from October 1, 2006, through September 30, 2036.
- 3.1.1 LESSEE may use the Facility on Monday through Friday, from 6:00 am to 6:00 pm.
- 3.1.2 LESSEE may use the Facility on Saturday only from 6:00 am to 2:00 pm.
- 3.1.3 The CITY shall use the Facility on Monday through Friday, after 6:00 pm.
- 3.1.4 The CITY shall use the Facility on Saturdays after 2:00 pm.
- 3.1.5 The CITY shall have exclusive use of the Facility all day on Sunday.
- 3.2 LESSEE understands and agrees to keep the Facility in good repair and condition during the term of the Agreement. Further, LESSEE understands and agrees to reimburse the CITY for the cost of any repair to the Facility, including but not limited to bleachers, parking lot, landscaping and the adjacent parkland, occasioned by excessive damage arising from LESSEE'S use of the Facility, as determined to be reasonably necessary in the judgment of the Director of the Department (the "Director").
- 3.2.1 LESSEE'S use of the Facility during any other days or times other than those specified herein requires the prior written approval of the Director.
- 3.3 LESSEE does not intend to operate any concessions at the Facility, but to the extent it elects to do so, LESSEE understands and agrees that all

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concession operations must be in accordance with the CITY'S concession policy and that concessions sales must be sold only from within the Facility during the times and dates specified herein an area designated by the Director or his designee.

3.3.1 LESSEE shall furnish at its own expense all concessions items, including but not limited to all food and beverage items, and all containers, linens and paper products necessary for the operation of a concessions stand.

3.3.2 LESSEE shall be responsible for reasonable protection and care in the use of the Facility during the LESSEE's use of the Facility as set forth in Section 3.1 and shall operate any concession area in accordance with all applicable state statutes related to health and safety of concessions, local ordinances and regulations, orders and directives issued by any public health agencies or any other regulatory or enforcement agency affecting food service operation.

3.3.3 LESSEE shall procure and maintain all required licenses and permits for the operation of the concessions at its sole cost and expense.

3.3.4 LESSEE shall be entirely responsible for the cleaning of its concession equipment and any spills related to the concession area.

3.3.5 LESSEE shall furnish a list of items to be sold at the concession area to the Director who may at his discretion object to any concession items considered inappropriate for the Facility.

3.4 LESSEE may not use, or permit use of, the Facility in any manner that results in waste of the Facility or constitutes a nuisance or for any illegal purpose. LESSEE, at its own expense, shall comply, and shall cause its officers, employees, agents, representatives, and invitees to comply, with all applicable laws, ordinances and governmental rules and regulations concerning the use of the Facility.

3.5 LESSEE understands and agrees that it will not use any heavy equipment nor make any electrical, mechanical or plumbing repair or installation without the prior written approval of the Parks Area Supervisor, nor drive any vehicle onto the park grass, adjacent to the Facility, without prior written approval by the Parks Area Supervisor.

4. LEGAL RELATIONSHIP. LESSEE is an independent contractor, and nothing herein shall be construed as creating the relationship of employer and employee or principal and agent between the parties or any of their officers, employees, or sub-contractors.

4.1 LESSEE understands and agrees that it will be responsible for its respective acts or omissions, and the CITY shall in no way be responsible as an employer to LESSEE'S officers, employees, agents, representatives or sub-contractors who perform any service in connection with this Agreement.

5. LIABILITY.

5.1 Liability. This Agreement is not intended to alter or reallocate any defense or immunity authorized or available to either party by law. It is expressly understood and agreed that the CITY is not operating, maintaining or otherwise providing school facilities, nor is LESSEE operating, maintaining or otherwise providing park and recreational facilities and services to the general public.

5.1.1 Exclusion of Incidental and Consequential Damages. Independent of, severable from, and to be enforced independently of any other enforceable or unenforceable provision of this Agreement, neither party shall be liable to the other party (nor to any person claiming rights derived from such party's rights) for incidental, consequential, special, punitive, or exemplary damages of any kind - including lost profits, loss of business, and further including, mental anguish and emotional distress - as a result of breach of any term of this Agreement, regardless of whether the party was advised, had other reason to know, or in fact knew of the possibility thereof, except as expressly provided in Sections 3.2 and 5.1.2 herein. Neither party hereto shall be liable to the other party or any third party by reason of any inaccuracy, incompleteness, or obsolescence of any information provided or maintained by the other party regardless of whether the party receiving said information from the other party was advised, had other reason to know, or in fact knew thereof.

5.1.2 Maximum Aggregate Liability. Independent of, severable from, and to be enforced independently of any other enforceable or unenforceable provision of this Agreement, **IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY (INCLUDING LIABILITY TO ANY PERSON OR PERSONS WHOSE CLAIM OR CLAIMS ARE BASED ON OR DERIVED FROM A RIGHT OR RIGHTS CLAIMED BY THE OTHER PARTY), WITH RESPECT TO ANY AND ALL CLAIMS AT ANY AND ALL TIMES ARISING FROM OR RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE AMOUNT OF CONSIDERATION ACTUALLY PAID OR PAYABLE BY**

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THE ONE PARTY TO THE OTHER UNDER THE TERMS OF THIS AGREEMENT, SUBJECT TO SECTIONS 2.1 and 3.2 HEREIN.

5.1.3 Intentional Risk Allocation. The CITY and LESSEE each acknowledge that the provisions of this Agreement were negotiated to reflect an informed, voluntary allocation between them of all risks (both known and unknown) associated with the transactions associated with this Agreement. The disclaimers and limitations in this Agreement are intended to limit the circumstances of liability. The remedy limitations, and the limitations of liability, are separately intended to limit the forms of relief available to the parties.

6. TERMS AND CONDITIONS

6.1 **EQUIPMENT.** All equipment, including, but not limited to, concession area equipment, used by the LESSEE shall be maintained in satisfactory working condition. Equipment used shall not be used in any manner that may cause injury to persons or to the property of the CITY or third parties. Further, LESSEE understands and agrees that the CITY is not and will not be responsible for the safety and security of any equipment or other materials associated with the LESSEE'S use of the Facility, nor will the CITY be responsible for any damage to any equipment or materials used in connection with the LESSEE'S use of the Facility. The CITY reserves the right to prohibit any equipment which it finds to be inappropriate for LESSEE'S use of the Facility.

6.2 **SAFETY AND SECURITY.** LESSEE shall comply with all applicable laws, ordinances and regulations and shall encourage its participants in its use of the Facility to comply with all applicable laws, ordinances and regulations. LESSEE shall exercise every precaution for the safety of public and private property and persons.

6.2.1. LESSEE understands and agrees that the CITY is not and will not be responsible for the safety or security of any items associated with LESSEE'S use of the Facility nor will the CITY be responsible for and damage(s) to any items or materials used in connection with LESSEE'S use of the Facility.

6.3 **UTILITIES.** The CITY shall pay all costs for utilities consumed at the Facility including gas, water, and electricity. LESSEE shall make every reasonable effort to utilize electrical and water utilities consistent with minimizing waste of such utilities. LESSEE shall bear sole cost for the new water meter for the irrigation of the football field.

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- 6.3.1 The CITY does not guarantee uninterrupted service in providing utilities except that the CITY will be diligent in restoring service following an interruption. The CITY shall not be liable to LESSEE for any loss, damage, cost or expense which may result from the interruption or failure of such service.
- 6.4 SOVEREIGN IMMUNITY. LESSEE understands and expressly agrees that, in all things relating to this Agreement, the CITY is performing a governmental function, as defined by the Texas Tort Claims Act. The parties hereby agree that the CITY enters into this Agreement as a governmental entity for the purpose of performing a governmental function. The CITY and LESSEE reserve, and do not waive, their respective rights of sovereign immunity and similar rights and do not waiver their rights under the Texas Tort Claims Act. No provision of this Agreement that imposes and obligation or restriction on either party not permitted by applicable law shall be enforceable.
- 6.5 DISCRIMINATION. LESSEE, its officers, agents, servants, employees, volunteers and third parties will not discriminate on account of race, color, religion, sex, or national origin, nor will it permit or allow any discrimination in the work done pursuant to this Agreement.
- 6.6 HANDICAPPED ACCESSIBILITY STANDARDS. LESSEE agrees that in the performance of this Agreement, that it will comply with the Americans with Disabilities Act (“ADA”), as may be required by law. LESSEE, if required must follow the Assurance required under City Ordinance 9779, prohibiting discrimination against disabled persons.
- 6.7 SOUND AMPLIFICATION. This agreement constitutes permission for LESSEE to use sound amplification devices in connection with LESSEE’S use of the Facility pursuant to the requirements of Chapter 13.28, El Paso Municipal Code. LESSEE may use such sound amplification devices only insofar as such do not cause noise that would unreasonably discomfort persons of ordinary sensibilities living nearby.
- 6.8 ALCOHOL. LESSEE understands and agrees that this Agreement does not constitute a permit to possess and/or consume alcoholic beverages during its use of the Facility, in the open park areas, or anywhere on CITY premises being used in connection with LESSEE’S use of said Facility, pursuant to Section 13.24.150 El Paso Municipal Code.
- 6.9 CLEAN-UP. LESSEE will clean up litter, dog feces and/or trash at the Facility and contiguous areas and place the same in the Facility trash receptacles on site.

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6.10 PERMITS. LESSEE agrees to obtain any required permit(s), including but not limited to those issued by the CITY'S Development Services Department and the City-County Health and Environmental District for LESSEE'S use of the Facility.

6.11 The CITY may make periodic inspections and shall have access to the Facility at all times. The CITY may at its discretion resolve emergency maintenance activities if LESSEE is unable to do so.

6.12 CONDITION OF FACILITY. The LESSEE accepts the Premises "AS IS" in its present condition and state of repair, and agrees that, upon completion of its use of the Premises, it will vacate and surrender the Premises to the City in the same condition it is now in, normal wear and tear excepted.

6.13 ASSIGNMENT. LESSEE shall not assign this Agreement without prior written consent of the CITY.

7. **COMPLIANCE WITH LAWS.** LESSEE shall comply with all applicable federal, state and local laws and regulations, all City ordinances and all codes and regulations. Failure to do so in any manner that materially impairs the quality of performance hereunder or affects the administration of the funds provided hereunder shall constitute a material breach of this Agreement.

8. **TERMINATION.** This Agreement may be terminated as provided herein.

8.1 Termination by Mutual Consent. The parties may terminate this Agreement by mutual consent upon such terms as they may agree in writing.

8.2 Termination by Either Party. It is further understood and agreed by the CITY and LESSEE that either party may terminate this Agreement in whole or in part.

8.2.1 Such termination may be made for failure of one party to substantially fulfill its contractual obligations, pursuant to this Agreement, and through no fault of the other party. No such termination shall be made, unless the other party being terminated is granted (a) written notice of intent to terminate enumerating the failures for which the termination is being sought; (b) a minimum of **thirty (30) consecutive calendar days** to cure such failures; and (c) an opportunity for consultation with the terminating party prior to such termination.

8.2.2 Either party may terminate this Agreement effective at the end of its fiscal year upon giving ten (10) days written notice to the other party.

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8.3 Termination Shall Not Be Construed as Release. Termination by either party shall not be construed as a release of any claims that the terminating party may be lawfully entitled to assert against the terminating party. Further, the terminated party shall not be relieved of any liability for damages sustained by the terminating party by virtue of any breach of this Agreement.

8.3.1 Except as otherwise provided herein, all duties and obligations of the CITY and LESSEE shall cease upon termination or expiration of this Agreement.

8.3.2 LESSEE understands and agrees that in the event of public necessity, acts of God, and/or any other circumstances beyond the control of the CITY, it becomes necessary for the CITY to cancel this Agreement, the CITY may do so without liability of any type to LESSEE, and LESSEE forever releases the CITY from any and all claims whatsoever occasioned by cancellation of this Agreement pursuant to this paragraph.

8.3.3 LESSEE understands and agrees that if LESSEE'S use of the Facility is cancelled by the LESSEE due to public necessity, acts of God, and/or any circumstance, it shall return the contribution made by the CITY specifically for the Facility within thirty (30) days of the cancellation.

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

10. **MISCELLANEOUS.**

10.1 **AMENDMENTS AND WAIVER.** The parties may amend this Agreement at any time by mutual consent. Unless otherwise provided herein, this Agreement may be amended only by written instrument duly executed on behalf of the CITY and LESSEE. No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved party.

10.2 **ATTORNEY'S FEES.** In any action brought by either party for the enforcement of any provision of this Agreement, the successful party shall be entitled to recover reasonable attorney's fees.

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- 10.3 COMPLETE AGREEMENT. This Agreement constitutes the entire agreement between the parties relating to the terms and conditions of the Agreement. The parties expressly acknowledge and warrant that there exists no other written or oral understanding, agreements or assurances with respect to such matters except as are set forth herein. Unless expressly stated, this Agreement confers no rights on any person(s) or business entity(s) that is not a party hereto. This Agreement shall not be construed against or unfavorably to any party because of such party's involvement in the preparation or drafting of this Agreement.
- 10.4 GOVERNING LAW. This Agreement shall be construed and interpreted in accordance with the laws of the State of Texas, along with any applicable provisions of the federal law, the City Charter and/or any ordinance of the City of El Paso.
- 10.5 SEVERABILITY. All agreements and covenants contained in this Agreement are severable. Should any term or provision of this Agreement be declared invalid by a court of competent jurisdiction, the parties intend that all other terms and provisions of this Agreement should be valid and binding and have full force and effect as if the invalid portion had not been included.
- 10.6 VENUE. For the purpose of determining place of this Agreement and the law governing the same, this Agreement is entered into in the City and County of El Paso, the State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the County of El Paso, State of Texas.
- 10.7 WARRANTY OF CAPACITY TO EXECUTE AGREEMENT. The person signing this Agreement on behalf of LESSEE warrants that he/she has the authority to do so and to bind LESSEE to this Agreement and all the terms and conditions contained herein.
- 10.8 NOTICE. All notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received via United States Postal Service post office or certified mail, return receipt requested addressed to the respective other party at the address below or at such other address as the receiving party may have theretofore prescribed by written notice to the sending party.

The initial addresses of the parties, which one party may change by giving written notice of its changed address to the other party, are as follows:

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

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LESSEE: Dr. Lorenzo Garcia
Superintendent
El Paso Independent School District
6531 Boeing Drive
El Paso, Texas 79925

Copy to: Director
Parks and Recreation Department
2 Civic Center Plaza
El Paso, Texas 79901-1196

10.9 EFFECTIVE DATE. The term "Effective Date" as use herein shall mean the date of execution by the last party hereto following approval of this Agreement by the City Council of the City of El Paso and the Board of Trustees of LESSEE.

WITNESS THE FOLLOWING SIGNATURE AND SEAL on the day and year first written above.

CITY OF EL PASO

Joyce A. Wilson
City Manager

EL PASO INDEPENDENT SCHOOL DISTRICT

ATTESTED:

Name: _____
Title: _____



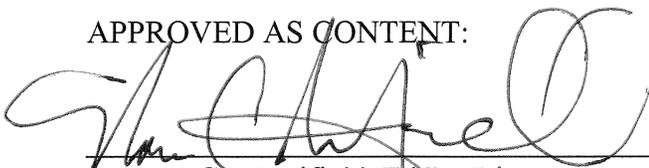
Dr. Lorenzo Garcia
Superintendent

APPROVED AS TO FORM:



Josette Flores
Asistant City Attorney

APPROVED AS CONTENT:



Norman C. Merrifield, Ed.D., Director
Parks and Recreation Department

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Attachment 1

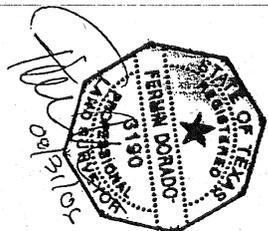
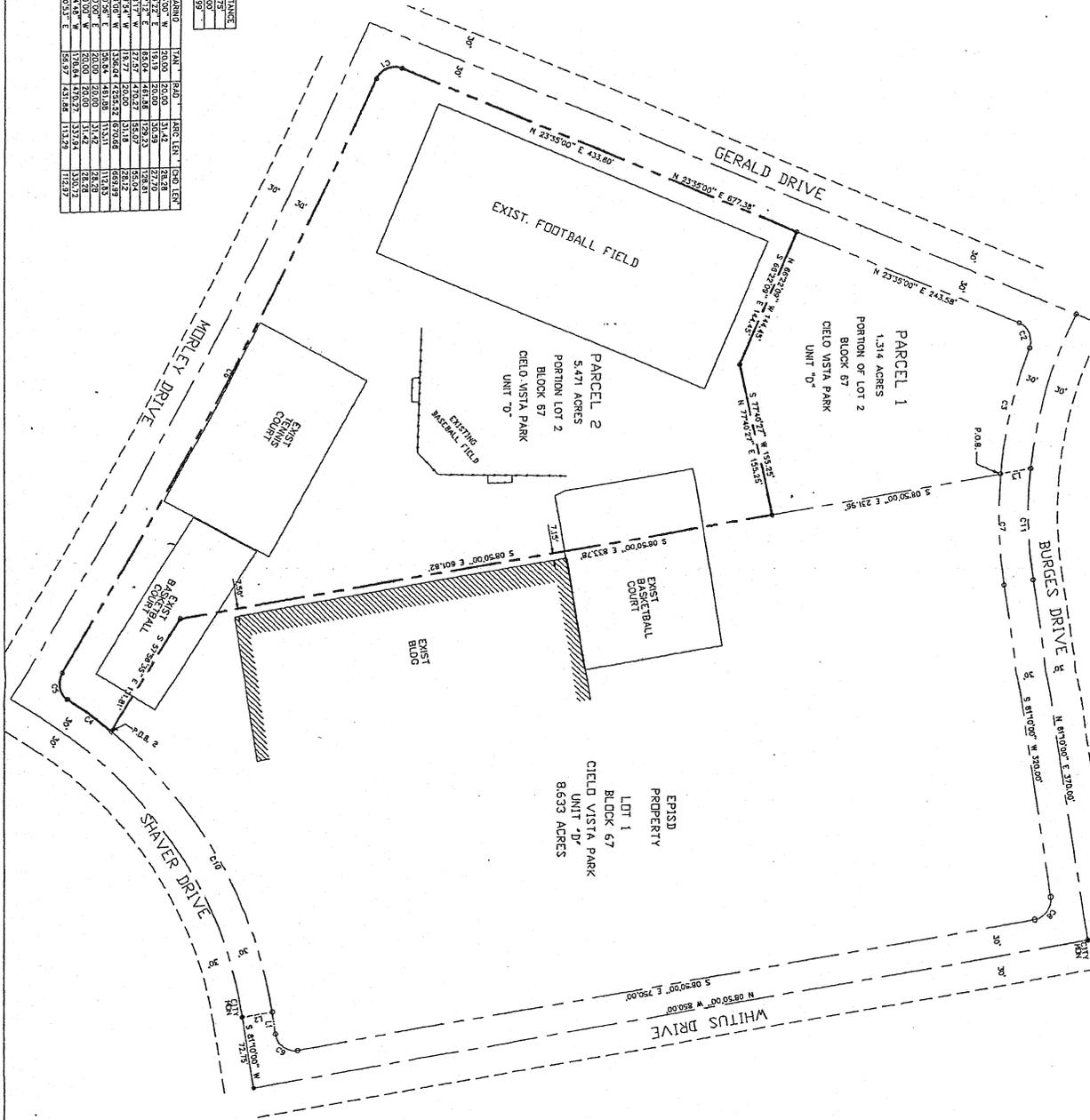
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SCALE: 1"=50'

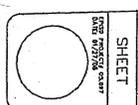


NUMBER	DIRECTION	DISTANCE	NUMBER	DIRECTION	DISTANCE
L1	N 81°00'00" E	22.75'	L1	N 81°00'00" E	30.00'
L2	S 04°00'00" E	30.00'	L2	S 04°00'00" E	30.00'
L3	S 04°00'00" E	30.00'	L3	S 04°00'00" E	30.00'

NUMBER	BEARING	MAN.	RADE.	ASPC	LIST	CHD	LIST
C1	S 00°00'00" W	20.00	20.00	31.42	27.70		
C2	N 87°24'22" E	19.19	20.00	30.59	27.70		
C3	S 86°50'17" W	27.97	42.07	32.67	35.04		
C4	N 81°00'00" E	30.00	42.07	32.67	35.04		
C5	S 86°50'17" W	27.97	42.07	32.67	35.04		
C6	N 81°00'00" E	30.00	42.07	32.67	35.04		
C7	S 00°00'00" W	20.00	42.07	32.67	35.04		
C8	N 87°24'22" E	19.19	42.07	32.67	35.04		
C9	S 86°50'17" W	27.97	42.07	32.67	35.04		
C10	N 81°00'00" E	30.00	42.07	32.67	35.04		
C11	S 00°00'00" W	20.00	42.07	32.67	35.04		
C12	N 87°24'22" E	19.19	42.07	32.67	35.04		
C13	S 86°50'17" W	27.97	42.07	32.67	35.04		
C14	N 81°00'00" E	30.00	42.07	32.67	35.04		
C15	S 00°00'00" W	20.00	42.07	32.67	35.04		
C16	N 87°24'22" E	19.19	42.07	32.67	35.04		
C17	S 86°50'17" W	27.97	42.07	32.67	35.04		
C18	N 81°00'00" E	30.00	42.07	32.67	35.04		
C19	S 00°00'00" W	20.00	42.07	32.67	35.04		
C20	N 87°24'22" E	19.19	42.07	32.67	35.04		



COPY



Refurbishment Project #8
MACARTHUR MIDDLE SCHOOL
8101 WHITUS DR

REVISION:	DATE: 01/27/06
DATE:	BY:



DRAWN BY: F.D.
DESIGN BY: F.D.
CHECKED BY: F.D.
PROJECT No: 05.007

DORADO
ENGINEERING, INC.
DORADO DALLAS PLANO



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DORADO ENGINEERING INC.

2717 E Yandell El Paso, Texas 79903 (915) 562-0002 Fax (915) 562-7743

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**MacArthur Middle School
Parcel 2**

Metes and Bounds description of a parcel of land out of Cielo Vista Park, Unit D, Block 67, El Paso County, El Paso, Texas and being more particularly described as follows:

From a city monument located seventy two and seventy two hundredths (72.75) feet South 81° 10' 00" West of the centerline intersection of Whitus Drive and Shaver Drive: Thence North 08° 50' 00" West a distance of thirty and no hundredths (30.00) feet to a point on the Northerly Right-of-Way line of Shaver Drive: Thence continuing along said Right-of-Way line of Shaver Drive on an arc of a curve to the left a distance of three hundred thirty seven and ninety four hundredths (337.94) feet, said curve having a central angle of 41° 10' 24", a radius of four hundred seventy and twenty seven hundredths (470.27) feet, a chord bearing South 60° 34' 48" West a distance of three hundred thirty and seventy two hundredths (330.72) feet to a point, said point being a point for a curve and also being the Point of Beginning for this parcel of land;

Thence on a arc of a curve to the left, along said right-of-Way line of Shaver Drive a distance of fifty five and seven hundredths (55.07) feet, said curve having a central angle of 06° 42' 34", a radius of four hundred seventy and twenty seven hundredths (470.27) feet, a chord bearing South 36° 38' 17" West, a distance of fifty five and four hundredths (55.04) feet to a point for a curve;

Thence along an arc of a curve to the right a distance of thirty one and eighteen hundredths (31.18) feet, said corner having a central angle of 89° 19' 48", a radius of twenty and no hundredths (20.00) feet, a chord bearing South 77° 56' 54" West a distance of twenty eight and twelve hundredths (28.12) feet to a point for a curve and being on the Northerly Right-of-Way line of Morley Drive;

Thence continuing along said Right-of-Way line of Morley Drive along an arc of a curve to the left a distance of six hundred seventy and sixty eight (670.68) feet, said curve having a central angle of 09° 01' 48", a radius of four thousand two hundred fifty five and fifty two hundredths (4255.52) feet, a chord bearing North 61° 54' 06" West, a distance of six hundred sixty nine and ninety nine hundredths (669.99) feet to a point for a curve;

Thence along an arc of a curve to the right a distance of thirty one and forty two hundredths (31.42) feet, said curve having a central angle of 90° 00' 00", radius of twenty and no hundredths (20.00) feet, a chord bearing North 21° 25' 00" West, a distance of twenty eight and twenty eight hundredths (28.28) feet to a point on the Easterly Right-of-Way line of Gerald Drive;

Thence continuing along said Right-of-Way line Gerald Drive North 23° 35' 00" East a distance of four hundred thirty three and eighty hundredths (433.80) feet to a corner, said corner lying on the Southerly boundary line of the City Park property;

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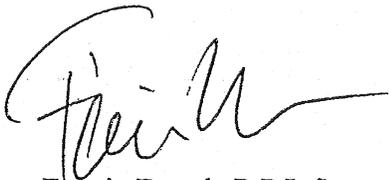
Thence a distance of one hundred forty four and forty five hundredths (144.45) feet, along said boundary line of the City Park property a bearing of South 66° 22' 09" East to a corner;

Thence continuing along said Southerly boundary line of City Park North 77° 40' 27" East a distance of one hundred fifty five and twenty five hundredths (155.25) feet to a corner said corner being the Southeasterly corner of the City of El Paso Park;

Thence South 08° 50' 22" East along the common lot line of Lots 1 and 2, Block 67, Cielo Vista Park, Unit D, a distance of six hundred one and eighty two hundredths (601.82) feet to a corner;

Thence South 57° 56' 35" East along said common lot line of Lots 1 and 2 a distance of one hundred thirty one and eighty one hundredths (131.81) feet to a corner, said corner lying on the Northerly Right-of-Way line of Shaver Drive and also being the Point of Beginning.

Said parcel of land contains 238,310 square feet or 5.471 acres more or less.



Fermin Dorado R.P.L.S



August 28, 2006

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