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

**DEPARTMENT:** **Development Services Department-Planning Division**

**AGENDA DATE:** **Introduction 04-22-08; Public Hearing 04-29-08**

**CONTACT PERSON/PHONE:** **Mirian Spencer, Planner, (915) 541-4192, spencermd2@elpasotexas.gov**

**DISTRICT(S) AFFECTED: 3**

**SUBJECT:**

An Ordinance granting a Special Privilege to Crawford Texas Properties, LTD. Permitting the encroachment onto a portion of Sunglow Avenue, Cielo Vista Replat of Block 1 and a portion of Blocks 2 and 4, City of El Paso, El Paso County, Texas, to allow parking, signage, landscaping, vehicular and pedestrian traffic. Applicant: Crawford Texas Properties, SPL07-00008, District 3

**BACKGROUND / DISCUSSION:**

See attached information.

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**PRIOR COUNCIL ACTION:**
**N/A**

**AMOUNT AND SOURCE OF FUNDING:**
**N/A**

**BOARD / COMMISSION ACTION:**

On January 30, 2008 the Development Coordinating Committee recommended approval.

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

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

**DEPARTMENT HEAD:** PA Adauto

**********

**APPROVED FOR AGENDA:**

**CITY MANAGER:** _____ **DATE:** _____

**ORDINANCE NO. _____**

**AN ORDINANCE GRANTING A SPECIAL PRIVILEGE TO CRAWFORD TEXAS PROPERTIES, LTD. PERMITTING THE ENCROACHMENT ONTO A PORTION OF SUNGLOW AVENUE, CIELO VISTA REPLAT OF BLOCK 1 AND A PORTION OF BLOCKS 2 AND 4, CITY OF EL PASO, EL PASO COUNTY, TEXAS, TO ALLOW PARKING, SIGNAGE, LANDSCAPING, VEHICULAR AND PEDESTRIAN TRAFFIC.**

**WHEREAS**, Crawford Texas Properties, LTD. (Grantee) has been using a portion of Sunglow Avenue located within Cielo Vista, Replat of Block 1 and a portion of Blocks 2 and 4, City of El Paso County, Texas, as a parking facility, signage, landscaping and for vehicular and pedestrian traffic with Grantee's automobile dealership known as the Crawford Auto Team and located at 6800 Montana Avenue and 6826 Montana Avenue; and,

**WHEREAS,** Grantee has requested a special privilege to enable Grantee to continue to encroach upon a portion of Sunglow Avenue, Cielo Vista Replat of Block 1 and a portion of Blocks 2 and 4, City of El Paso, El Paso County, Texas to allow parking, signage, landscaping, vehicular and pedestrian traffic; and,

**WHEREAS,** Grantee shall pay the City of El Paso for this special privilege;

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

That the Mayor be authorized to sign, on behalf of the City of El Paso, a Special Privilege to Grantee, upon the following terms.

1. This Special Privilege shall be in a form, which is attached and incorporated as Exhibit "A".
2. The Special Privilege shall be subject to all terms and conditions as specified in Exhibit "A".

**PASSED AND APPROVED this ____ day of _____, 2008.**

**THE CITY OF EL PASO**

**ATTEST:**

_____
John F. Cook
Mayor

_____
Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

_____
Lupe Cuellar
Assistant City Attorney

APPROVED AS TO CONTENT:

Patricia D. Adauto
Patricia D. Adauto, Deputy City Manager
Development and Infrastructure Services

Document #: 28645
Document Name: ord/crawford/special priv
Document Author: LCUE

**THE STATE OF TEXAS** §
§
**COUNTY OF EL PASO** §

**EXHIBIT "A"** CITY CLERK DEPT.
**SPECIAL PRIVILEGE**
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THIS SPECIAL PRIVILEGE, made and entered into this _____ day of _____ 2008, by and between the **CITY OF EL PASO**, hereinafter called "City," and **CRAWFORD TEXAS PROPERTIES, LTD.** hereinafter called "Grantee,"

**WITNESSETH:**

**WHEREAS**, Grantee has been using a portion of Sunglow Avenue (the "Street Parcels"), as a parking facility, signage, landscaping and for vehicular and pedestrian traffic with Grantee's automobile dealership known as Crawford Auto Team and located at 6800 Montana Avenue and 6840 Montana Avenue; and,

**WHEREAS**, Grantee is pursuing a lease agreement for use of city property; and,

**WHEREAS**, Grantee shall pay the City of El Paso in consideration for this special privilege;

**WHEREAS**, the El Paso City Council (hereinafter called "City Council") finds that the grant of a Special Privilege upon the terms and conditions hereinafter set forth is not inconsistent with and will not unreasonably impair the public use of the right-of-way.

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

1. **DESCRIPTION.** The City hereby grants a Special Privilege to Grantee to use the following described portion of the street solely for as a parking facility, signage, landscaping and for vehicular and pedestrian traffic:

A portion of Sunglow Avenue, Cielo Vista Replat of Block 1 and a portion of Blocks 2 and 4, City of El Paso, El Paso County, Texas, consisting of approximately 22,808.80 square feet or 0.5236 acres, being more particularly described by metes and bounds in Exhibit "B" and hereinafter referred to as the "Alley".

2. **TERM.** The Term of this Special Privilege shall be for a period of fifteen (15) years, or longer if the following options to renew are approved. In the event Grantee fulfills its obligation under this Special Privilege Agreement, the City agrees in its discretion to renew this Special Privilege for two (2) additional periods of five (5) years each, the first period being known as the First Renewal Term, and the second period being known as the Second Renewal Term. All terms and conditions of these renewal terms shall be the same as set forth in this Special Privilege, except that the fee for subsequent renewals shall be as set out hereafter. Grantee must notify the City in writing stating its desire to exercise their option at least three (3) months prior to the termination of the Initial Term, and if such notice is not given, then this option shall fail and be of no further force and effect, and the Special Privilege shall expire upon its own terms. The City, at its sole discretion, may waive the notice requirement. Such discretion may be exercised by the City Manager.

3. **CONSIDERATION.** As consideration for this Special Privilege, Grantee shall pay to the City FOURTEEN THOUSAND TWO-HUNDRED FIFTY-NINE DOLLARS AND NINETEEN CENTS ($14,259.19) per year for use of the public right of way. Payment shall be paid in advance and payable to "The City of El Paso" and delivered to the Development Services Department. If the Special Privilege is disapproved by the City Council, a full refund of the advance payment shall be made by the Office of the City Comptroller within fifteen (15) days of the denial action.

Each year, no later than the tenth day of the month in which the Special Privilege was approved by the City Council, the grantee shall remit to the City payment in full of all annual fees. Failure to remit such payment will be cause for termination.

Grantee expressly accepts and agrees that the fee set forth herein is subject to any and all future amendments to Section 15.08.120.D of the El Paso City Code. Grantee expressly agrees to pay any additional amounts as consideration for this Special Privilege, which could result from a re-computation or assessment of fees pursuant to enactment of future code amendments. This Special Privilege is granted on the condition that Grantee shall pay for all costs associated with all the encroachments on public rights-of-way as well as all costs for the restoration of the Premises.

4. **USE OF PUBLIC PROPERTY.** This Special Privilege is granted solely for the use of the area identified above and solely for the purposed identified above.

As an express condition of this Special Privilege, and not as a mere covenant, Grantee agrees to restore the Premises to its original state upon removal of any of the encroachments stated herein. Grantee shall coordinate all design and construction plans with the Director of the Development Services Department or his designee. Grantee shall not commence construction under this Special Privilege until the Development Services Department has approved all plans for the construction of the Structures as appropriate under the applicable City ordinances and the terms of this Special Privilege. This Special Privilege shall not be construed to waive any permit requirements of the City. Grantee shall be responsible for all maintenance and any damages due to a failure to maintain.

Nothing contained herein shall grant or be construed to grant any real property interest to the Grantee, nor shall it give rise to any vested right in the Grantee, his assigns or successors in interest who shall not have a cause of action for damages upon revocation of this Special Privilege.

Nothing contained herein shall be construed to imply that the City is involved in the design, construction, maintenance or repair.

Grantee shall provide El Paso Water Utilities 24 hour daily access to the property. Should it be necessary for EPWU to make repairs to EPWU facilities located along Sunglow, the Grantee will be responsible costs of any surface repair required as a result of the EPWU repairs. In no event, shall either EPWU or the Grantor be responsible for such surface repairs.

No additional encroachments, other than as stated in this agreement, shall be allowed.

5. **IMPROPER USE.** This Special Privilege shall not permit or be construed to permit any other private use of the City's right-of-way (hereinafter referred to as "City Right of Way"), which impairs its function as a right-of-way. Grantee shall not construct any additional improvements, or

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CITY CLERK DEPT.

make any additions or alterations on or over the City right-of-way, without the prior written consent of the City Council.

6. **REPAIRS.** Grantee shall keep the property, Structure, and Premises in good condition and repair and in a clean, orderly and attractive condition during the term of this Special Privilege. Grantee shall be responsible for all maintenance of the Structure and Premises and shall repair any damage to the Premises regardless of the cause of such damage, at Grantee's sole expense.

7. **INDEMNITY.** As a condition of the Special Privilege, Grantee shall indemnify, defend and hold harmless the City, its officers, agents, servants and employees from any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation for injury or death of any person, or for damage to any property, arising out of or in connection with Grantee's use of the City Right of Way, regardless of whether such injuries, death, or damages are caused in whole or in part by the negligence of the City.

8. **LIABILITY INSURANCE.** Grantee shall provide public liability insurance for personal injuries and death growing out of any one accident or other cause in a minimum amount of Two Hundred Fifty Thousand and No/100 Dollars ($250,000.00) per person, and Five Hundred Thousand and No/100 Dollars ($500,000.00) for two (2) or more persons in any one accident, and, in addition, shall provide property damage liability insurance in a minimum sum of One Hundred Thousand and No/100 Dollars ($100,000.00) for property damage growing out of any one accident or other cause. These amounts are not a limitation upon the Grantee's agreement to indemnify and hold the City harmless.

Grantee shall maintain said insurance with a solvent insurance company authorized to do business in Texas. The policy shall provide that the insurer will defend against all claims and lawsuits which arise and will pay any final judgment of a court of competent jurisdiction against the City, its officers, agents, servants or employees and Grantees, his officers, agents, servants, or employees. All policies shall name the City, its officers, agents, servants and employees as additional insured's to the full amount of the policy limits.

No special privilege license shall be granted by City Council until Grantee files a copy of the policy or certificate of liability insurance as herein set forth with the City Clerk, the City Attorney's Office, and the Development Services Department. Such policy or certificate shall provide that the insurance cannot be canceled or the amount of coverage changed without ten (10) days prior written notice to the City Clerk. Failure to keep the policy in full force and effect throughout the term of the Special Privilege shall be grounds for cancellation of this Special Privilege.

9. **CANCELLATION.** Should the City at any time or for any reason decide that the right-of-way onto which any of the encroachments are situated are needed, the City may, upon thirty (30) days written notice, cancel this Special Privilege at no cost to the City and may take possession of the public right-of-way. All rights of the Grantee in the Premises shall then be terminated. Grantee may cancel this Special Privilege, for any reason, upon thirty (30) days prior written notice to the City, and all rights of the Grantee shall then be terminated.

In addition, if, for a period of six (6) months, Grantee ceases to use or occupy the property for the purposes herein contemplated, or if Grantee defaults in any of his obligations under this Special Privilege and fails to correct such defaults within thirty (30) days after written notice to do so; the City

may cancel this Special Privilege and take possession. All rights of the Grantee on the City right-of-way shall then terminate.

Any waiver by the City of any breach of any of Grantee's obligations shall not be deemed a continuing waiver, and shall not prevent the City from exercising any remedy it may have for any succeeding breach of the same or another obligation of the Grantee.

Upon termination of this Special Privilege for whatever reason, all encroachments shall become the property of the City and shall, at the option of the City, be removed by the Grantee without cost to the City.

**10. 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 property that arises or is alleged to have arisen from Grantee's use of the Premises.

**11. ASSIGNMENT.** Grantee shall not assign this Special Privilege without the prior written consent of the City Council.

**12. MISCELLANEOUS.**

a. SIGNS: This Special Privilege does not grant any permission to erect signage, but, rather, only authorizes an encroachment upon public right-of-way as described herein. Permission to erect signage must be obtained by Grantee pursuant to applicable City Code and ordinance provisions and subject to the restrictions and requirements contained therein.

b. RIGHT OF ENTRY AND INSPECTION: The City's authorized representative shall have the right to enter upon the property at all reasonable times for the purpose of inspecting the same and determining compliance with the terms of this Special Privilege.

c. LAWS AND ORDINANCES: Grantee shall comply with all statutes, laws, codes and ordinances applicable to Grantee's construction and maintenance of the Structure, as well as Grantee's use of the Premises, except as specifically provided by the grant of this Special Privilege. This Special Privilege shall not grant permission for Grantee to erect the Structures without first having obtained any required building permits from the Development Services Department. In addition, Grantee shall obtain any and all other required permits and inspections and shall pay the necessary permit fees.

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d. SUCCESSORS AND ASSIGNS: All of the terms, provisions, covenants and conditions of this Special Privilege shall inure to the benefit and be binding upon the parties, their successors and assigns. This Special Privilege is a restriction, condition and covenant running with the property known as a portion of Sunglow Avenue located within Cielo Vista, Replat of Block 1 and a portion of Blocks 2 and 4, consisting of approximately 22,808.80 square feet or 0.5236 acres in the City of El Paso, El Paso County, Texas and a charge and servitude thereon, and shall bind the Grantee and their successors in title. Any further lease or conveyance of said property known as a portion of Sunglow Avenue located within Cielo Vista, Replat of Block 1 and a portion of Blocks 2 and 4, consisting of approximately 22,808.80 square feet or 0.5236 acres in the City of El Paso, El

Paso County, Texas, shall contain said restriction, condition, and covenant and shall embody this Special Privilege by express reference.

e. NOTICES: All notices provided for herein shall be sufficient if sent by certified or registered mail, return receipt requested, postage fully prepaid, addressed to the proper party at the following addresses:

CITY CLERK DEPT.
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City of El Paso
Attn: City Manager
#2 Civic Center Plaza, 10th Floor
El Paso, Texas 79901-1196

with copy to: City of El Paso
Attn: City Clerk
#2 Civic Center Plaza, 2nd Floor
El Paso, Texas 79901-1196

and

Lessee: Crawford Texas Properties, LTD.
6800 Montana Avenue
El Paso, Texas 79925

with copy to: Paul O. Sergent, Jr.
Sergent Law Firm
6006 North Mesa Street, Ste. 110
El Paso, Texas 79912

or to such other address as the parties may designate to each other in writing from time to time.

f. 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.

g. SEVERABILITY: Every provision of this Special Privilege 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 Special Privilege.

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

i. The Director of Development Services or his designee is the principal City official responsible for the administration of this Special Privilege and Grantee recognizes that questions regarding the interpretation or application of this ordinance shall be referred to the Director of Development Services or his designee.

**13. RESTRICTIONS AND RESERVATIONS.** This Special Privilege 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 Special Privilege, 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 Premises, Grantee shall have the right to terminate this Special Privilege upon giving the City prior written notice of its intention to do so.

**14. EFFECTIVE DATE.** This Special Privilege shall not take effect unless Grantee files his written acceptance with the Development Services Department prior to its passage and approval by the City Council. If Grantee accepts the terms and conditions of this Special Privilege as a corporation, each of the persons accepting on behalf of such Grantee warrant to the City that the corporate Grantee is a duly authorized and existing corporation, that the corporate Grantee is qualified to do business in the State of Texas, that the corporate Grantee has full right and authority to accept the terms and conditions of this Special Privilege and that each and every person signing on behalf of the corporate Grantee is authorized to do so. Upon the City's request, the corporate Grantee will provide evidence satisfactory to the City confirming these representations.

**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:

Lupe Cuellar
Assistant City Attorney

APPROVED AS TO CONTENT:

Patricia A. Adauto

Patricia D. Adauto, Deputy City Manager
Development and Infrastructure Services

**ACCEPTANCE**

The attached Agreement, with all conditions thereof, is hereby accepted this 7th day of March, 2008.

Crawford Texas Properties, LTD
By: Crawford Chevrolet-GEO, Inc.
Its General Partner
By: Travis R. Crawford
Name Printed: Travis R. Crawford
President

***ACKNOWLEDGEMENT ON FOLLOWING PAGE***

CITY CLERK DEPT.
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Document #: 28645
Document Name: ord/crawford/special priv
Document Author: LCUE

## ACKNOWLEDGMENT

**THE STATE OF TEXAS** §
§
**COUNTY OF EL PASO** §

This instrument is acknowledged before me on this 26th day of March, 2008, by Travis R. Crawford, as President of Crawford Chevrolet-GEO, Inc., a Texas corporation, on behalf of said corporation in its capacity as General Partner of Crawford Texas Properties, LTD, a Texas limited partnership, on behalf of said limited partnership.

GABRIELA ORNELAS
Notary Public, State of Texas
My Commission Expires
October 24, 2010

Gabriela Ornelas
Notary Public in and for the State of Texas

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SURVEYOR'S DESCRIPTION

A parcel of land being portions of Sunglow Avenue, CIELO VISTA REPLAT, a subdivision recorded in Volume 7, Page 22, Plat Records, El Paso County, Texas, and more particularly described by metes and bounds as follows:

COMMENCING for reference at the point of intersection of the centerline of Cielo Vista Drive with the southerly R.O.W. line of Montana Avenue (U.S. Hwy. 62-180) found marked by a 5/8" rebar; thence, North 81 deg. 10 min. 00 sec. East with the southerly R.O.W. line of Montana Avenue, same being the northerly R.O.W. line of Sunglow Avenue, for a distance of 75.00 feet to a chiseled cross set for the POINT OF BEGINNING of this parcel description;

THENCE, continuing North 81 deg. 10 min. 00 sec. East with said R.O.W. line for a distance of 397.66 feet to a 1/2" rebar with cap set for a corner of this parcel;

THENCE, South 08 deg. 50 min. 00 sec. East for a distance of 40.00 feet to a 1/2" rebar with cap set on the southerly R.O.W. line of Sunglow Avenue for a corner of this parcel, same being the NW'ly corner of the Mc Donalds Restaurant parcel;

THENCE, North 81 deg. 10 min. 00 sec. East with said R.O.W. line for a distance of 150.00 feet to a 1/2" rebar with cap set for a corner of this parcel, same being the NE'ly corner of the Mc Donalds Restaurant parcel;

THENCE, North 08 deg. 50 min. 00 sec. West for a distance of 40.00 feet to a chiseled cross set on the southerly R.O.W. line of Montana Avenue for a corner of this parcel;

THENCE, North 81 deg. 10 min. 00 sec. East with said R.O.W. line for a distance of 172.66 feet to a 1/2" rebar with cap set for a corner of this parcel;

THENCE, South 08 deg. 50 min. 00 sec. East for a distance of 40.00 feet to a 1/2" rebar with cap set on the southerly R.O.W. line of Sunglow Avenue for a corner of this parcel, same being the NW'ly corner of the Kentucky Fried Chicken Restaurant parcel;

THENCE, South 81 deg. 10 min. 00 sec. West with said R.O.W. line, passing at 172.66 feet the NE'ly corner of the Mc Donalds parcel, and at 322.66 feet the NW'ly corner of the Mc Donalds parcel, for a distance of 720.32 feet to the point of curvature of curve;

THENCE, for a distance of 39.27 feet with the arc of the curve to the left which has an interior angle of 90 deg. 00 min. 00 sec., a radius of 25.00 feet and a chord which bears South 36 deg. 10 min. 00 sec. East a distance of 35.36 feet to a 1/2" rebar with cap set on the easterly R.O.W. line of Cielo Vista Drive for a corner of this parcel;

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CITY CLERK DEPT



**EXHIBIT B**
Pg. 1 of 3

THENCE, North 08 deg. 50 min. 00 sec. West with said Easterly R.O.W. line for a distance of 40.00 feet to a 1/2" rebar with cap set for the point of curvature of a curve;

THENCE, for a distance of 39.27 feet with the arc of the curve to the right which has an interior angle of 90 deg. 00 min. 00 sec., a radius of 25.00 feet and a chord which bears North 36 deg. 10 min. 00 sec. East a distance of 35.36 feet to the POINT OF BEGINNING of this parcel;

Said parcel contains a total of 23,812 square feet or 0.5467 acres more or less.

John P. Gamertsfelder
Texas R.P.L.S. No. 4680
28 October 1998
Revised: 9 November 1998

Job No. 98-254
sunglow.LEG

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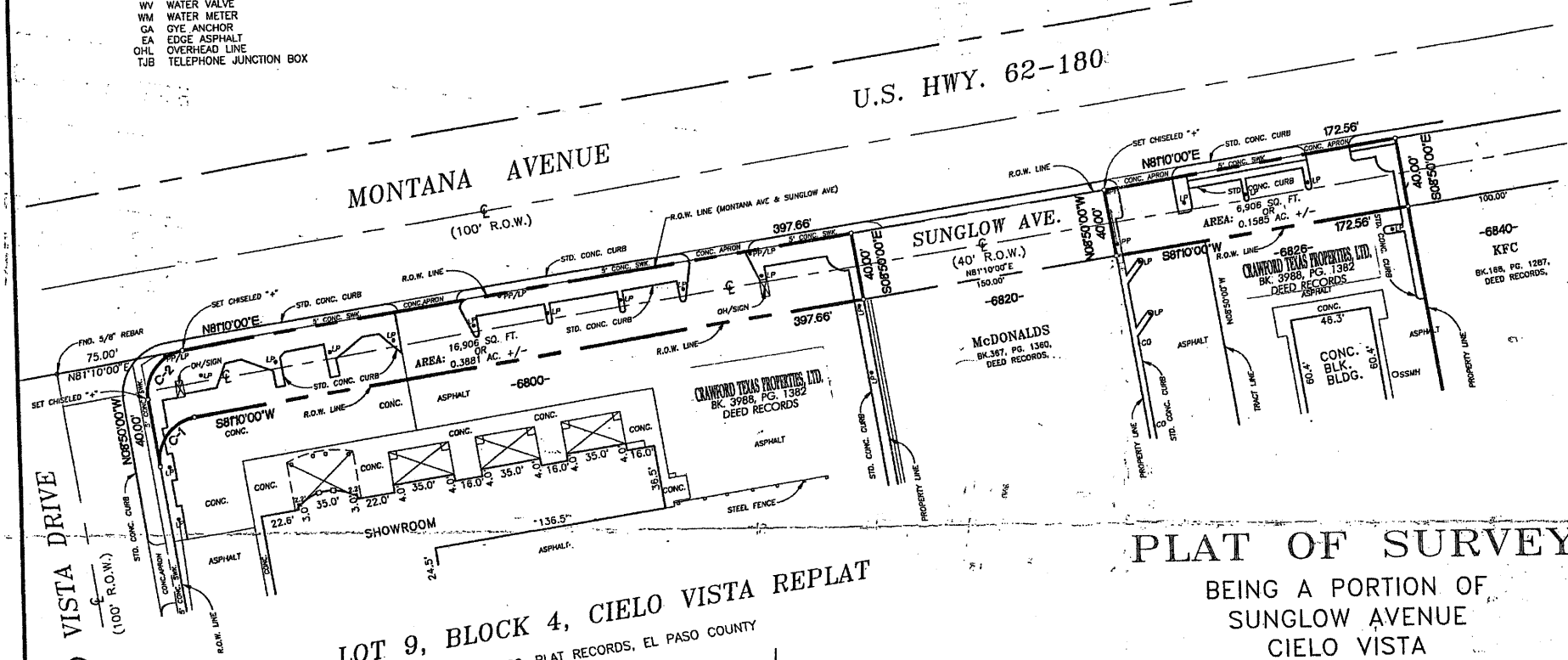
**EXHIBIT B**
PG. 2 OF 3

## LEGEND

| | |
|---|---|
| GM | GAS METER |
| SP | SIGN POLE |
| LP | DROP POLE |
| DP | DROP POLE |
| PP | POWER POLE |
| WV | WATER VALVE |
| WM | WATER METER |
| GA | GYE ANCHOR |
| EA | EDGE ASPHALT |
| OHL | OVERHEAD LINE |
| TJB | TELEPHONE JUNCTION BOX |

### CURVE DATA

| CURVE | RADIUS | LENGTH | DELTA | CHORD | CH.BEARING |
|---|---|---|---|---|---|
| C-1 | 25.00' | 39.27' | 90°00'00" | 35.36' | S36°10'00"W |
| C-2 | 25.00' | 39.27' | 90°00'00" | 35.36' | N36°10'00"E |




# PLAT OF SURVEY

BEING A PORTION OF
SUNGLOW AVENUE
CIELO VISTA
REPLAT OF BLOCK 1 &
PORTION OF BLOCKS 2 & 4,
CITY OF EL PASO, EL PASO COUNTY, TEXAS

### CERTIFICATION

I HEREBY CERTIFY THAT THE FOREGOING PLAT OF SURVEY WAS PREPARED BY ME FROM RECORDS AND FIELD NOTES OF AN ACTUAL SURVEY PERFORMED UNDER MY DIRECTION AND IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

JOHN P. GAMERTSFELDER
R.P.L.S. 4680 TEXAS

STATE OF TEXAS REGISTERED J.P. GAMERTSFELDER 4680 PROFESSIONAL LAND SURVEYOR


BORDER STAKE-OUT
4031 TIFFANY LANE,
EL PASO, TX. 79938
TELE./FAX #915-857-5843


o SET 1/2" REBAR W/CAP "R.P.L.S. 4680" UNLESS OTHERWISE NOTED

| | | |
|---|---|---|
| CRD. FL. 98-202.CRD | REVISED: OCT. 26, 1998 | |
| JOB #98-254 | DATE OF SURVEY: OCTOBER 2, 1998 | |
| FLD: JPG/BD/JDW | OFFICE: LDVM | SCALE: 1"=40' |

**EXHIBIT B**
PG. 3 of 3

**GENERAL INFORMATION:**

**SUBJECT:** Special Privilege SPL07-00008

The Special Privilege will permit the encroachment of parking, signage, lighting, landscaping, vehicle, and pedestrian traffic on a portion of the dedicated 40 foot right-of-way for Sunglow Avenue.

The Development Coordinating Committee recommends approval based on and subject to the following:

- Grantee shall provide El Paso Water Utilities 24 hour daily access to the property. Should it be necessary for EPWU to make repairs to EPWU facilities located along Sunglow, the Grantee will be responsible for all costs of any surface repair required as a result of the EPWU repairs. In no event shall EPWU or the City of El Paso be responsible for such surface repairs;
- Grantee is responsible for restoration of the premises to its original state upon removal of any of the encroachments;
- Grantee is responsible for all maintenance and any damages due to a failure to maintain;
- A fifteen (15) year term with the City having the option to renew for two (2) additional five (5) year terms upon the request of the Grantee;
- Annual consideration of $14,259.19;
- The City may, upon thirty (30) days written notice, cancel the Special Privilege at no cost to the City and may take possession of the public right-of-way;
- Grantee may cancel the Special Privilege, for any reason, upon thirty (30) days prior written notice to the city, and all rights of the Grantee shall be terminated; and
- Providing liability insurance throughout the term of the license agreement.

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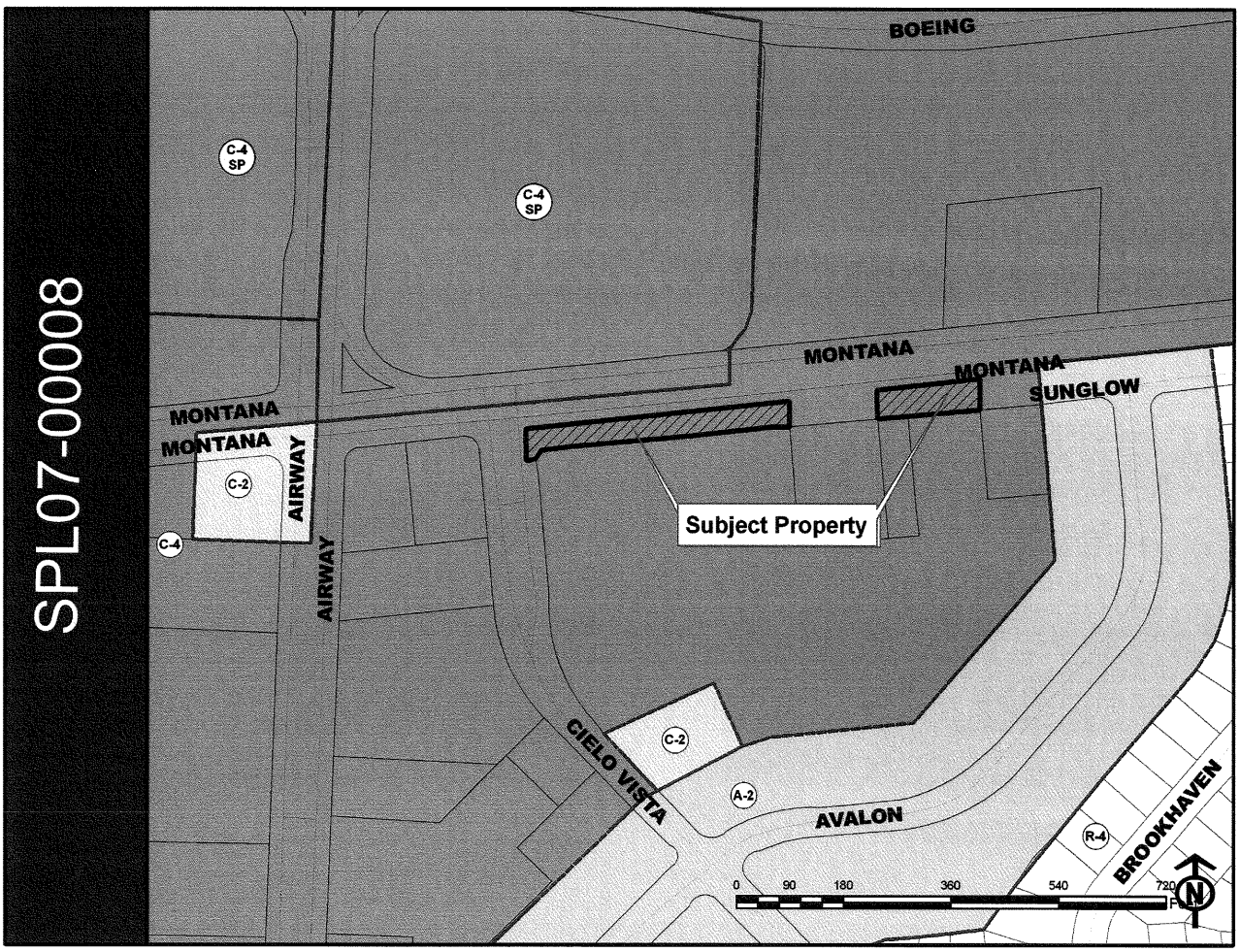
# Location Map

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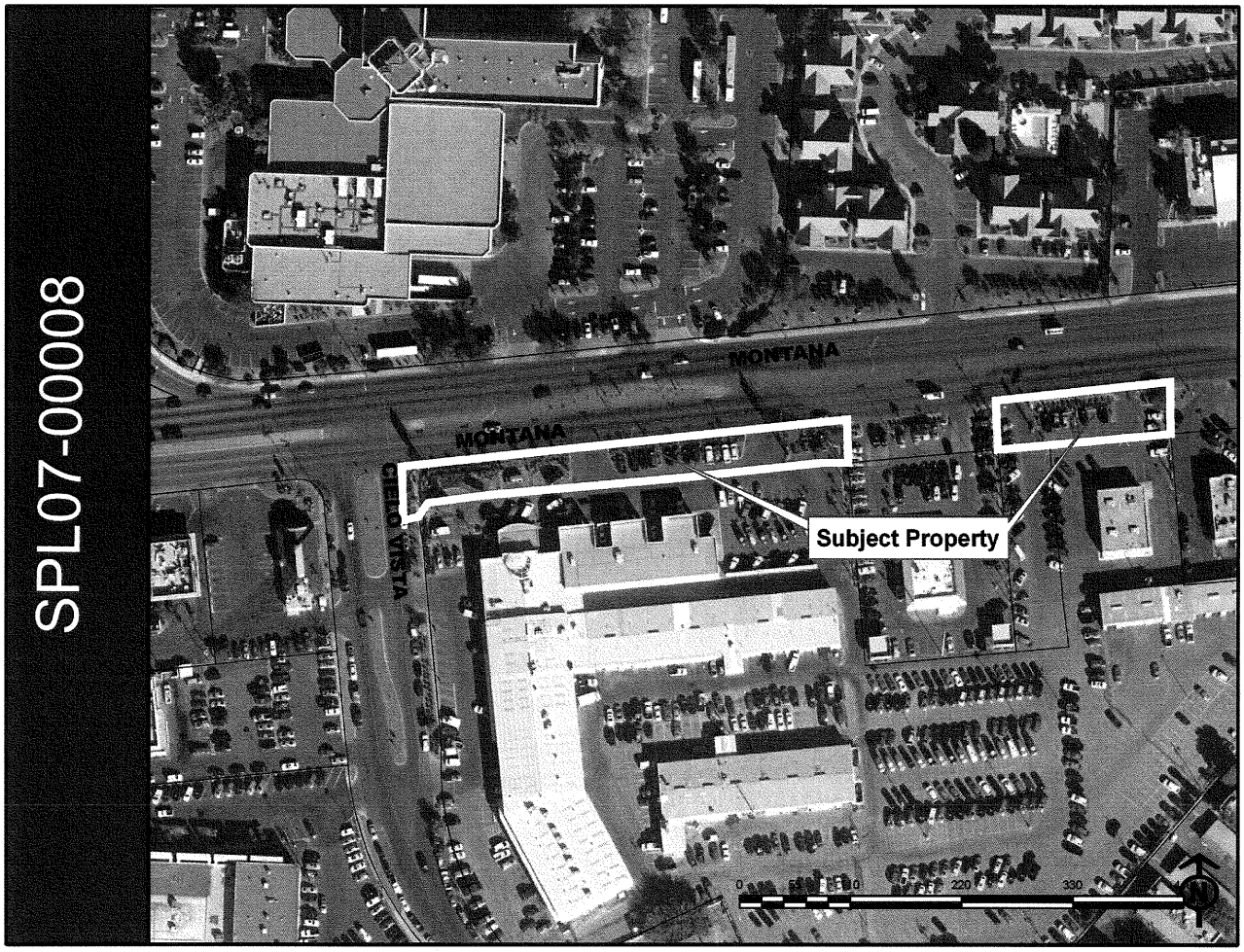
# Aerial

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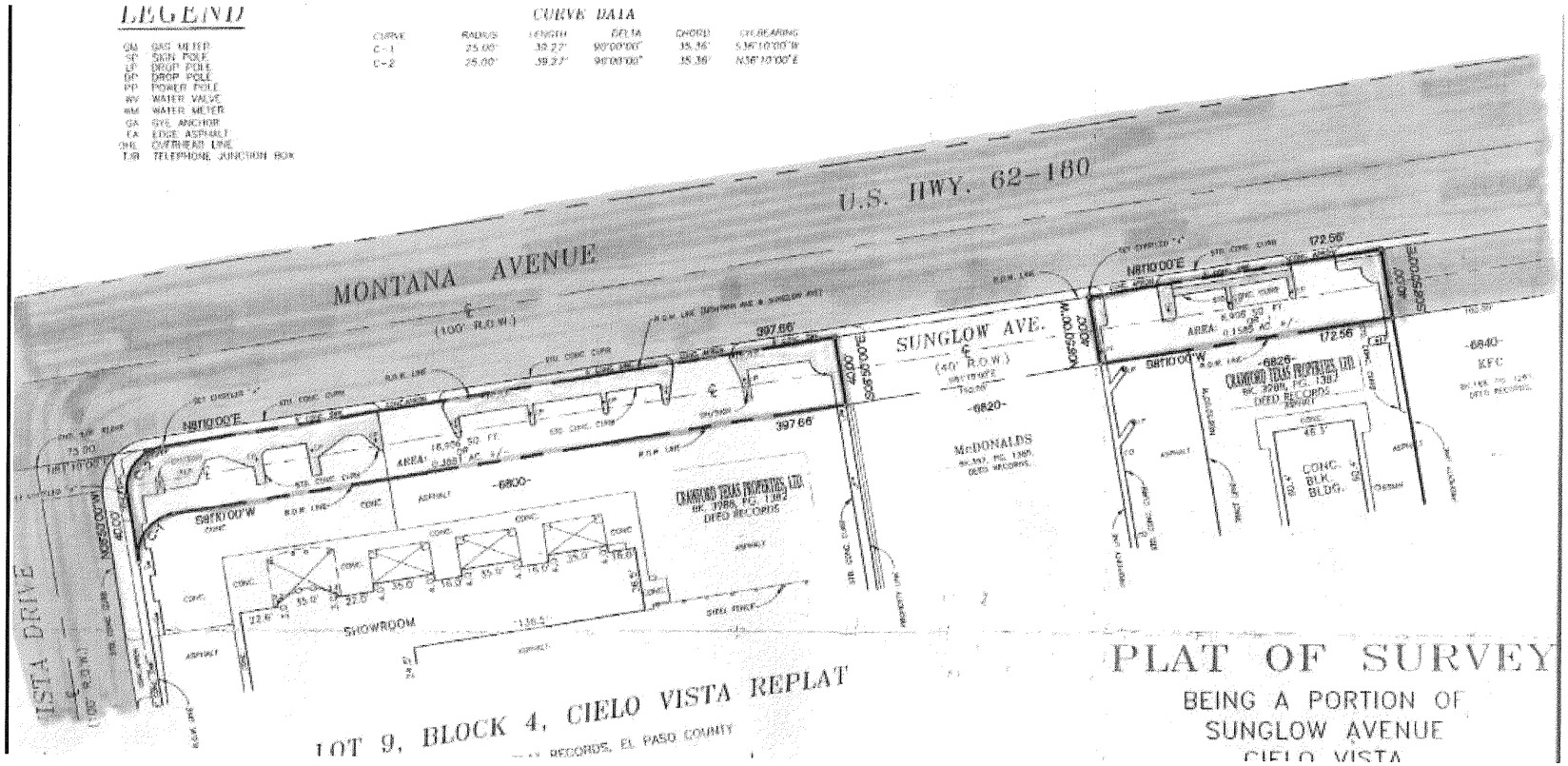


Site Plan

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