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

DEPARTMENT: Parks and Recreation

AGENDA DATE: May 22, 2007

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

DISTRICT(S) AFFECTED: District 1

CITY CLERK DEPT.
07MAY 17 PM 1:59

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.
A resolution of City Council authorizing the mayor to execute an Inter-Governmental Agreement Between the City of El Paso and the El Paso Community College (EPCC) concerning the City of El Paso's use of the EPCC's property at the Northwest campus for off-site parking for the Westside Sport Complex.

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?
During the design phase for the Westside Sports Complex it was decided that due to the insufficient number of soccer fields in El Paso, it would be more productive to use all of the available property for fields and work with the EPCC to co-use existing area reserved for their parking needs. This request was well received by the EPCC and the attached agreement identifies the City's responsibility to design, construct and maintain the required number of parking spaces over the course of the agreement.

PRIOR COUNCIL ACTION:
Has the Council previously considered this item or a closely related one?
Yes. At the City Council meeting of February 21, 2006 Council approved a transfer of $215,000 from Park Contingency to this project.

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?
All funding in the estimated amount of $700,000 will come from the 2000QOL Bond.

BOARD / COMMISSION ACTION:
None

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

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

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

APPROVED FOR AGENDA:

CITY MANAGER: _____ **DATE:** _____

RESOLUTION

WHEREAS, the City of El Paso provides recreational services to the citizens of El Paso through the Department of Parks and Recreation; and

WHEREAS, the City of El Paso is constructing a Westside Sports Complex on property west of the El Paso Community College Northwest campus, and the City of El Paso will need additional parking spaces off site at said location; and

WHEREAS, the off-site parking for the Westside Sports Complex will be on property which is owned by and under the jurisdiction of El Paso Community College; and

WHEREAS, the Westside Sports Complex is an improvement to be constructed at the City of El Paso's cost and for the City of El Paso and El Paso Community College's mutual benefit on certain real property owned by El Paso Community College; and

WHEREAS, both City of El Paso and El Paso Community College have determined that the terms and consideration provided for herein is of mutual benefit and are fair, reasonable and the product of arms length negotiations; and

WHEREAS, it is necessary for the City of El Paso and El Paso Community College to enter into this Agreement concerning the use of El Paso Community College's property for the off-site parking for the Westside Sports Complex; and

WHEREAS, the City of El Paso and El Paso Community College are authorized to enter into this Agreement under the provisions of Chapter 791, Texas Government Code; and

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

That the Mayor be authorized to execute an Inter-Governmental Agreement between the City of El Paso and El Paso Community College concerning the City of El Paso's use of El Paso Community College's property at the Northwest Campus for off-site parking for the Westside Sports Complex.

(Signatures Follow on Next Page)

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07 MAY 17 AM 11:10

ADOPTED this the _____ day of _____, 2007.

CITY OF EL PASO

_____
John F. Cook, Mayor

ATTEST:

_____
Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

Josette Flores
Assistant City Attorney

APPROVED AS TO CONTENT:

for NCM
Norman C. Merrifield, Ed.D
Director, Parks & Recreation Dept.

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07 MAY 17 AM 11:11

STATE OF TEXAS §
§ **INTERLOCAL AGREEMENT**
COUNTY OF EL PASO §

CITY CLERK DEPT.
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This Interlocal Cooperation Agreement (hereinafter "Agreement") is entered into this the _____ day of _____, 2007, by and between the City of El Paso, a home rule municipal corporation (hereinafter "CITY") and El Paso County Community College District (hereinafter "EPCC").

WHEREAS, the CITY provides recreational services to the citizens of El Paso through the Department of Parks and Recreation; and

WHEREAS, the CITY is constructing a Westside Sports Complex ("Complex") on property west of the EPCC Northwest campus, and the City will need additional parking spaces off site; and

WHEREAS, the off-site parking for the Complex ("Project") will be on property which is owned by and under the jurisdiction of EPCC; and

WHEREAS, the Project is an improvement to be constructed at the CITY's cost and for the CITY and EPCC'S mutual benefit on certain real property owned by EPCC ("Land"); and

WHEREAS, both CITY and EPCC have determined that the terms and consideration provided for herein is of mutual benefit and are fair, reasonable and the product of arms length negotiations; and

WHEREAS, it is necessary for the CITY and EPCC to enter into this Agreement concerning the use of EPCC's property for the off-site parking for the Complex; and

WHEREAS, the CITY and EPCC are authorized to enter into this Agreement under the provisions of Chapter 791, Texas Government Code; and

NOW, THEREFORE, THE CITY AND EPCC HEREBY ENTER INTO THIS INTERLOCAL AGREEMENT UNDER THE FOLLOWING TERMS AND CONDITIONS:

1.0 ATTACHMENTS AND DEFINITIONS

1.1 The attachments listed herein and attached to this Agreement are incorporated herein by reference for all purposes as if set forth verbatim:

Attachment "A" The metes and bounds description for the parcel immediately north of the Complex owned by and under the jurisdiction of EPCC proposed for transfer of ownership to City.

Attachment "B" The utility easement granted to CITY by EPCC for wastewater purposes provided for in 5.3.

Attachment "C" **The metes and bounds description of the area where parking improvements will be provided.**

Attachment "D" **Construction plans and specifications for improvements.**

The following definitions shall apply throughout this Agreement:

"Bonds" mean the tax exempt bonds issued or to be issued by the CITY, certain proceeds of which are to be used to finance construction of the Project, and any bonds issued to refinance such bonds.

"CITY" means the City of El Paso, Texas, a governmental unit.

"EPCC" means the El Paso County Community College District, a governmental unit.

"Governmental Unit" means any state of the United States or a political subdivision thereof, but does not include the United States or any agency or instrumentality thereof.

"Person" means any individual, corporation, partnership, joint venture, association, joint stock company, trust, unincorporated organization or government or any agency or political subdivision thereof.

"Project" means the improvements provided for herein to be constructed at the CITY's cost and for the CITY's benefit on certain real property owned by EPCC ("Land").

2.0 CONTRACTUAL RELATIONSHIP

2.1 The parties to this Agreement are independent contractors. Except as may be expressly and unambiguously provided in this Agreement, no partnership or joint venture is intended to be created by this Agreement, nor any principal-agent or employer-employee relationship between the parties or any of their officers, employees, agents or representatives.

2.1-1 As an independent contractor, EPCC 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 EPCC's officers, employees, agents or representatives who perform any service in connection with this Agreement.

2.1-2 As an independent contractor, the CITY understands and agrees that it will be responsible for its respective acts or omissions, and EPCC shall in no way be responsible as an employer to the CITY's officers, employees, agents or representatives who perform any service in connection with this Agreement.

2.2 EPCC acknowledges and agrees that it does not have, and will not attempt to assert, the authority to make commitments for or to bind the CITY to any obligation other than the obligations set forth in this Agreement. The CITY also acknowledges and

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agrees that it does not have, and will not attempt to assert, the authority to make commitments for or to bind EPCC to any obligation other than the obligations set forth in this Agreement.

2.3 The parties acknowledge and expressly agree that, in all things relating to this Agreement, the CITY and EPCC are performing governmental functions, as defined by the Texas Tort Claims Act. The parties hereby agree that the CITY and EPCC enter into this Agreement as governmental entities for the purpose of performing a governmental function.

3.0 SCOPE AND TERM OF AGREEMENT

3.1 Scope. CITY will design and construct 400 parking spaces at the EPCC Northwest Campus in compliance with El Paso Municipal Code requirements. City will also maintain, repair, pay for utilities, and provide security, to the extent provided for in this agreement. In exchange, EPCC will convey a 20 acre tract of land described in Attachment "A", permit joint use of all EPCC Northwest Campus parking, provide a sewer easement, and authorize CITY sewer tie-in to an existing EPCC sewer line. CITY construction of improvements shall be as described below.

3.1-1 Construction. Project construction includes parking lot improvements needed to provide for the movement and parking of four hundred (400) standard passenger vehicles. This area is as identified in Attachment "C" and shall be completed as provided for in Attachment "D." It is anticipated that such improvements will be completed by no later than the end of the first quarter of 2008. However, CITY and EPCC acknowledge that CITY will use its best efforts to complete as provided for herein, yet that delays may result. CITY acknowledges that it will complete the improvements prior to opening the Westside Sports Complex to scheduled league or tournament play. Improvements shall additionally include twelve security lights, provide landscaping, and irrigation. The CITY expenditure for security lighting, landscaping, and irrigation shall not exceed $65,000.00. The location and type of security lights, landscaping, and irrigation shall be as described in Attachment "E."

3.1-2 Land Conveyance. Upon completion of improvements, EPCC shall convey, by Special Warranty Deed to CITY, approximately 20 acres, the location and description of which is more fully described as Attachment "A." EPCC shall specifically warranty that land conveyed does not require environmental remediation. However, EPCC is under no obligation to convey such land until construction (400 total parking spaces) is complete. Should the land conveyed ever be sold by the City of El Paso, the Parties agree that each shall receive 50% of any profit therefrom to the extent permitted under Texas law. CITY shall permit EPCC to retain a sewer easement in the area identified in Attachment "A in a form approved by CITY."

3.1-3 Construction Generally. CITY and EPCC agree that the improvements shall be designed and constructed as attached hereto. CITY shall comply with all municipal regulations and the parameters provided for in Attachment "D."

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The Construction contract for the Project shall be administered by the City. The personnel required for all construction engineering and supervision shall be selected and directed by the El Paso City Engineer or designee. CITY shall require both a performance bond and a payment bond, each meeting Texas Government Code Chapter 2253 requirements. To the extent allowed by law, EPCC shall be named as an additional insured or beneficiary. Improvements are completed for purposes of this Agreement when deemed completed by the El Paso City Engineer after consultation with and consideration of comments provided by EPCC.

3.2 Use Term and Certain General Use Provisions. CITY shall obtain and retain joint non-exclusive use of all EPCC Northwest Campus parking areas. Joint use shall be for a period of Forty (40) years and shall automatically renew for successive periods of ten years each thereafter unless or until otherwise cancelled or terminated as provided for herein. EPCC shall not enter into any joint use agreement with Canutillo I.S.D. or any other entity regarding joint use that would reduce the City's ability to provide parking below a minimum of 400 spaces at any time except that the City Parks Director is authorized to reduce CITY required parking for specific individual dates and times when not in conflict with CITY use requirements.

3.2-1 During the term of the joint use of the Parking Areas described herein, neither party shall assign, sublet, mortgage or otherwise encumber its interest in such area without the prior written approval of the other party.

3.2-2 EPCC and City agree that the Project will not be used in a trade or business of a Person or Persons other than a Governmental Unit. All of the parking spaces are similar. Parking spaces will be made available on a first come, first served basis to the general public and as space permits, except that disabled parking shall be available in accordance with applicable law.

3.2-3 The City and/or EPCC will operate the Project and neither has nor intends, during the maximum stated term of the Bonds, to engage the services of a private management company to operate the Project unless such services are rendered pursuant to a management agreement that comes within a safe harbor described in IRS Revenue Procedure 97-13.

3.2-4 EPCC shall not directly or indirectly take or permit the taking of any action which would result in the interest on the Bonds becoming taxable, the Bonds becoming private activity bonds as defined in section 103 of the Internal Revenue Code of 1986, as amended (the "Code"); or the interest on the Bonds becoming an item of tax preference under section 57(a)(5) of the Code.

3.3 Entry Granted. EPCC herein grants a right of entry to CITY, to include its agents, employees, and contractors, onto any and all EPCC property necessary to access and work within the Project area and the area identified as Attachment "A."

4.0 TERMINATION. This Agreement may be terminated as provided herein.

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4.1 Termination by Either Party. It is further understood and agreed by the CITY and EPCC that either party may terminate this Agreement in whole or in part. 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. EPCC shall not be permitted to terminate this Agreement for failure of City to comply with Sections 5.2 through 5.4. Additionally, any termination by EPCC shall in no way terminate any easement or joint use parking provided to City pursuant to this Agreement.

4.2 Termination Payment. EPCC acknowledges that the CITY is going to finance the Project with bond proceeds and therefore, there will be certain restrictions on the transfer and use of the Project as long as the Bonds remain outstanding. Notwithstanding anything herein to the contrary, in the event that EPCC terminates this Agreement or the CITY's use of the area is reduced by EPCC for any reason through no material fault of CITY during the maximum stated term of the Bonds, EPCC shall pay to the CITY the amount required to defease all outstanding Bonds allocable to the Project (the "termination payment"), assuming that the outstanding Bonds will be called for redemption on the earliest date on which they may be redeemed at the option of the CITY, less 2.5% for each year (value of CITY's yearly benefit), following execution of this Agreement.

4.3 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 other 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.

4.3-1 Except as otherwise provided herein to include but not limited to 5.3, all duties and obligations of the CITY and EPCC shall cease upon termination or expiration of this Agreement.

5.0 GENERAL PROVISIONS

5.1 Liability. This Agreement is not intended to alter or reallocate any defense or immunity authorized or available to either party by law.

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

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know, or in fact knew of the possibility thereof, except as expressly provided in Sections 5.1-2 and 5.2 below. 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 THE ONE PARTY FOR CONSTRUCTION OF IMPROVEMENTS OR TO THE OTHER PARTY UNDER THE TERMS OF THIS AGREEMENT, SUBJECT TO SECTION 5.2 BELOW.**

5.1-3 Intentional Risk Allocation. The CITY and EPCC 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.

5.1-4 Sovereign Immunity. The CITY and EPCC reserve, and do not waive, their respective rights of sovereign immunity and similar rights and do not waive their rights under the Texas Tort Claims Act. No provision of this Agreement that imposes an obligation or restriction on either party not permitted by applicable law shall be enforceable.

5.1-5 Liability due to defects. Both CITY and EPCC acknowledge that Phase One and Phase Two improvements become the property of EPCC upon completion. EPCC shall retain sole responsibility for any premises defect liability imposed by any third party.

5.2 Maintenance, Utility, and Repairs. Both CITY and EPCC herein accept certain maintenance, utility, and repair responsibilities as herein identified.

5.2-1 Maintenance. CITY and EPCC agree that CITY shall be responsible for general clearing of trash and debris in the parking lot area immediately following events and activities requiring CITY use of the parking area subject to this agreement. EPCC shall retain responsibility for additional clearing of trash and debris.

5.2-2 Repairs. EPCC shall keep the entire EPCC Northwest Campus parking area in good condition and repair at all times during the effective period of this

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Agreement except that CITY shall repair damage to Project area when notified of substantial damage at any time provided that such damage is caused by the City or by the participants in a City sponsored event. EPCC shall notify the City of any such damage within seventy-two (72) hours of the incurrence of same. EPCC shall promptly remove any barriers, obstacles, impairments, or other hazards, natural or manmade, which limit or reduce CITY's ability to jointly use the parking. Further, both parties agree to pay, in equal amounts, for any resurfacing when both Parties agree to such resurfacing.

5.2-3 Utility Usage. CITY shall pay for electricity and water attributable to the security lighting and landscaping located in the Project area for the first year following completion of improvements and EPCC shall pay for all such costs incurred more than one year following completion of improvements. CITY and EPCC agree that CITY will attach such areas to CITY meters in this regard.

5.3 Easement Granted: EPCC shall grant CITY a permanent sewer easement in the manner and location provided for in Attachment "B." CITY shall be permitted to permanently tie into EPCC sewer line at the point where such easement intersects with the identified EPCC sewer line. The easement granted shall be permanent, continue after termination, and be subject to the following:

Easement is permitted for a maximum of 100 average cubic feet per second flow. Any additional flow shall require an amendment to the easement granted. City will repair any and all stoppages, breaks, or other damage caused by its use of and tie into the EPCC sewer line in a timely manner, but shall not be responsible for such stoppages, breaks or other damaged caused by EPCC use thereof. It is understood, for purposes of this Agreement, that any stoppage, break, or other damage on the sewer line on the 20 acre tract from the property line between EPCC and the City complex and continuing downstream therefrom is caused by CITY's use of the sewer line. CITY shall not be liable for any loss of water or sewage back-up resulting from sewer damage.

5.4 Security. EPCC shall generally retain responsibility for providing security personnel within the joint use parking area. CITY shall provide security for the joint use area immediately preceding, during, and following any CITY sponsored events that require use of the joint use parking area when CITY determines a need for security personnel exists.

5.5 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 (by authority of the City Council) and EPCC. No claim or right arising out of a breach of this contract 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.

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5.6 Complete Agreement. This Agreement, together with the Attachment(s) attached hereto, 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.

5.7 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, and EPCC Board Policies.

5.8 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.

5.9 Notices. 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 provided 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 of El Paso Attention: Office of the City Manager Two Civic Center Plaza, 10th Floor El Paso, Texas 79901-1196
COPY TO:	City of El Paso Attention: Parks and Recreation Department c/o Director Two Civic Center Plaza, 6th Floor El Paso, Texas 79901-1196
EPCC:	El Paso Community College Attention: Tim Nugent, Vice President P.O. Box 20500 El Paso, Texas 79998-0500

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5.10 Warranty of Capacity to Execute Contract. The person signing this Agreement on behalf of EPCC warrants that he/she has the authority to do so and to bind EPCC to this Agreement and all the terms and conditions contained herein.

Each person signing below represents that he or she has read this Agreement in its entirety (including any and all Attachments); understands its terms; and agrees on behalf of such party that such party will be bound by those terms.

Executed this _____ day of _____, 2007.

CITY OF EL PASO

_____
John F. Cook,
Mayor

EL PASO COUNTY COMMUNITY COLLEGE DISTRICT

_____
Richard M. Rhodes, President of the College

APPROVED AS TO FORM:

for
_____
Josette Flores
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Norman C. Merrifield, Ed.D.
Director, Parks & Recreation Department

APPROVED AS TO FORM:

_____
Edward W. Dunbar
Attorney for EPCC

for
_____
Alan Shubert, P.E., C.B.O.
City Engineer

_____
Debbie Hamlyn, Deputy City Manager
for Quality of Life Departments

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Property Description: A portion of Tract 1A1, Nellie D. Mundy Survey No. 240, El Paso, El Paso County, Texas.

METES AND BOUNDS DESCRIPTION

The parcel of land herein described is a portion of Tract 1A1, Nellie D. Mundy Survey No. 240, El Paso, El Paso County, Texas and is more particularly described by metes and bounds as follows:

Commencing at a found ½-inch iron in concrete lying on the common boundary line between Tracts 1A and 1A1, said point being the most northeasterly corner of Tract 1A, Nellie D. Mundy Survey No. 240, said point being the TRUE POINT OF BEGINNING of this description;

THENCE, North 89° 59' 00" West, along the common boundary line between Tract 1A and Tract 1A1, Nellie D. Mundy Survey No. 240, a distance of 1,080.22 feet to a found 5/8-inch iron pin;

THENCE, North 30° 06' 26" East, continuing along said boundary line, a distance of 1,083.84 feet to a set ½-inch iron with SLI plastic cap stamped "TX2998";

THENCE, South 89° 59' 00" East, continuing along said boundary line, a distance of 419.73 feet to a set ½-inch iron with SLI plastic cap stamped "TX2998";

THENCE, South 07° 06' 00" East, a distance of 945.05 feet to the being the TRUE POINT OF BEGINNING of this description;

Said parcel of land contains 16.146 acres (3,659,049 sq. ft.) of land more or less.

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

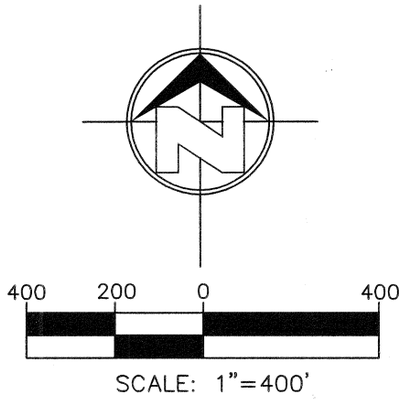
SLI ENGINEERING, INC,
Consulting Engineers – Land Surveyors

STATE OF TEXAS
REGISTERED
GUILLERMO LICON
2998
PROFESSIONAL
LAND SURVEYOR

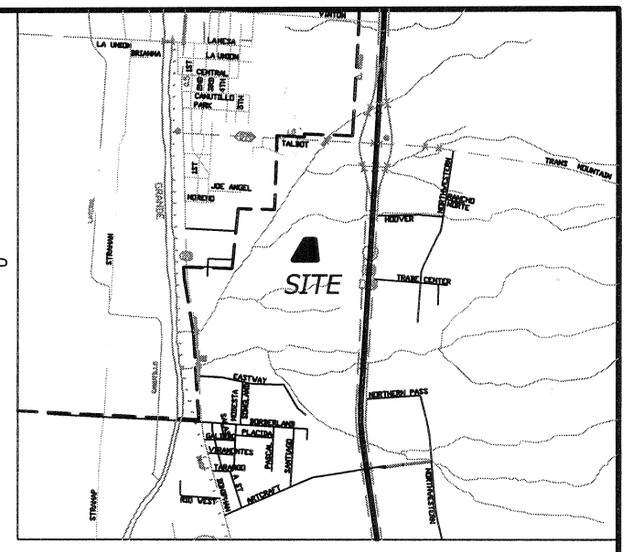
Guillermo Licon
Registered Professional Land Surveyor
Texas License No. 2998
March 9, 2007
Job Number 06-07-2529

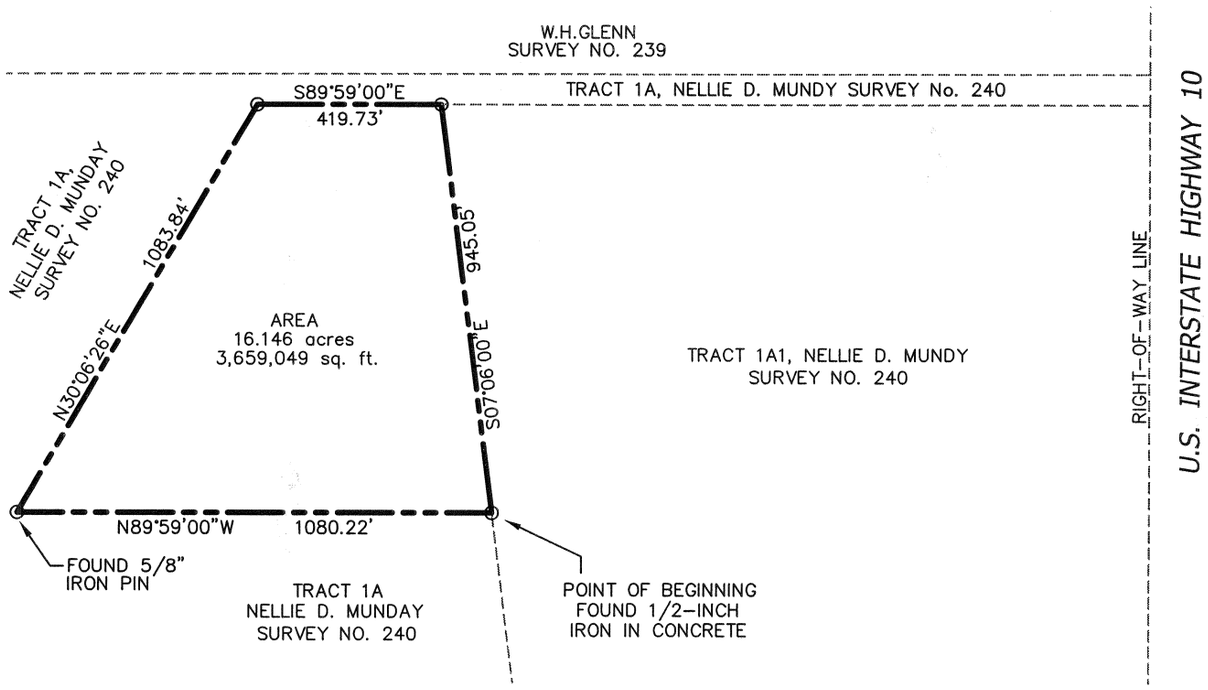
M&B/1371

Exhibit A



LOCATION MAP
NOT TO SCALE





NOTE:
ALL INFORMATION SHOWN HEREON WITH RESPECT TO UNDERGROUND CONDITIONS WAS DETERMINED BY DATA COLLECTED THROUGH SURVEY CREW OBSERVATION AND OTHER INFORMATION TAKEN FROM EXISTING PLANS AND MAPS OF RECORD. NO UNDERGROUND UTILITIES EXISTING OR ABANDONED WERE EXPOSED OR LOCATED.

UNLESS SPECIFICALLY ACCEPTED BY SLI ENGINEERING. INC. IN WRITING, SLI ENGINEERING, INC. MAKES NO CLAIM, EXPRESSED OR IMPLIED, AS TO THE UNDERGROUND SITE CONDITIONS.

ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP COMMUNITY-PANEL NUMBER 480212 0025 B, DATED SEPTEMBER 04, 1991, THIS PROPERTY LIES IN FLOOD ZONE "X".

ZONE "X", AREAS OF 500-YEAR FLOOD.

DUE TO INHERENT INACCURACIES OF FEMA OR FLOOD INSURANCE RATE MAPS THIS SURVEYOR DOES NOT CERTIFY TO THE ACCURACY OF LOCATIONS BASED ON SUCH MAPS. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

NOTES:
1. A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS PLAT OF SURVEY.
2. SET 1/2" IRON WITH SLI CAP STAMPED TX 2998 ON ALL PROPERTY CORNERS UNLESS OTHERWISE INDICATED.
3. DEED REFERENCE IN VOL. 2100, PG. 0335 DEED RECORDS OF EL PASO COUNTY.
4. BASIS OF BEARING: NELLIE D. MUNDY SURVEY No. 240.
5. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
6. NO BUILDINGS EXIST ON THE PROPERTY

Copyright 2007 SLI Engineering, Inc.

This map and survey are being provided solely for the use of City of El Paso and no license has been created, expressed or implied, to copy the surveys and/or map(s) except as necessary in conjunction with the original transaction. This transaction shall be effective within six (6) months from the date hereon March 09, 2007.

STATE OF TEXAS
REGISTERED
GUILLERMO LICON
2998
PROFESSIONAL
LAND SURVEYOR

PLAT OF SURVEY

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

JOB #: 06-07-2529 DR. BY: MN
SCALE: 1"=400' F.B. #: "Book"
DATE: 03/09/2007 DWG.: F:\Projects\Cityproj\NDM240-1A1.dwg

A PORTION OF TRACT 1A1,
NELLIE D. MUNDAY
SURVEY No. 240,
EL PASO, EL PASO
COUNTY, TEXAS.

CERTIFICATION
I HEREBY CERTIFY THAT THE FOREGOING BOUNDARY SURVEY WAS PERFORMED UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

GUILLERMO LICON, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS LICENSE NO. 2998

Frank X. Spencer & Associates, Inc.
Consulting Civil Engineers & Surveyors
1130 Montana * El Paso, Texas 79902

(915) 533-4600
FAX (915) 533-4673
e-mail: elpaso@fxsa.com

Frank X. Spencer, P.E., R.P.L.S.

METES AND BOUNDS DESCRIPTION
EXHIBIT B

A 0.021 ACRES (934 S.F.) OF LAND OUT TRACT 1A OF THE NILLIE D MUNDY SURVEY No. 240, CITY OF EL PASO, EL PASO COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

COMMENCING at a recovered 1 ¼" pipe at the southwest corner of survey No. 240 **Thence**, along the westerly line of said Survey No. 240, North 06°22'25" East, a distance of 2061.43 feet to a recovered square 5/8" rebar at the northeast corner of Tract 3A (described February 24, 1995, in Book 2857, Page 1803, and the southerly line of the north ½ of Survey 240 described November 14, 1955, in Book 1272, Page 554, Deed Records, El Paso County, Texas) from which a TX Dot brass cap on the proposed easterly right-of-way line of Loop 375, bears South 29°26'00" West, a distance of 455.96 feet, **Thence**, continuing along said proposed easterly right-of-way line, North 29°26'00" East, a distance of 1196.78 feet to a recovered 5/8" rebar with cap marked "Landtech" on the northeasterly corner of certain parcel of land described June 22, 2004 in a Joint Resolution between the Public Service Board and the City Parks Department, filed at City Clerks office, City of El Paso, El Paso County, Texas, **Thence**, along the northerly line of said parcel, South 89°59'00" East, a distance of 948.23 feet to a set 5/8 inch rebar with an aluminum cap marked "FXS RPLS 2198" being the **POINT OF BEGINNING** of this description;

THENCE, North 00°00'00" West, a distance of 62.29 feet, to a set 5/8 inch rebar with an aluminum cap marked "FXS RPLS 2198";

THENCE, North 90°00'00" East, a distance of 15.00 feet, to a set 5/8 inch rebar with an aluminum cap marked "FXS RPLS 2198";

THENCE, South 00°00'00" East, a distance of 62.29 feet, to a set 5/8 inch rebar with an aluminum cap marked "FXS RPLS 2198";

THENCE, North 89°59'00" West, a distance of 15.00 feet, to a point; the **POINT OF BEGINNING**, containing 0.023 Acres (934 S.F.) of land, more or less.

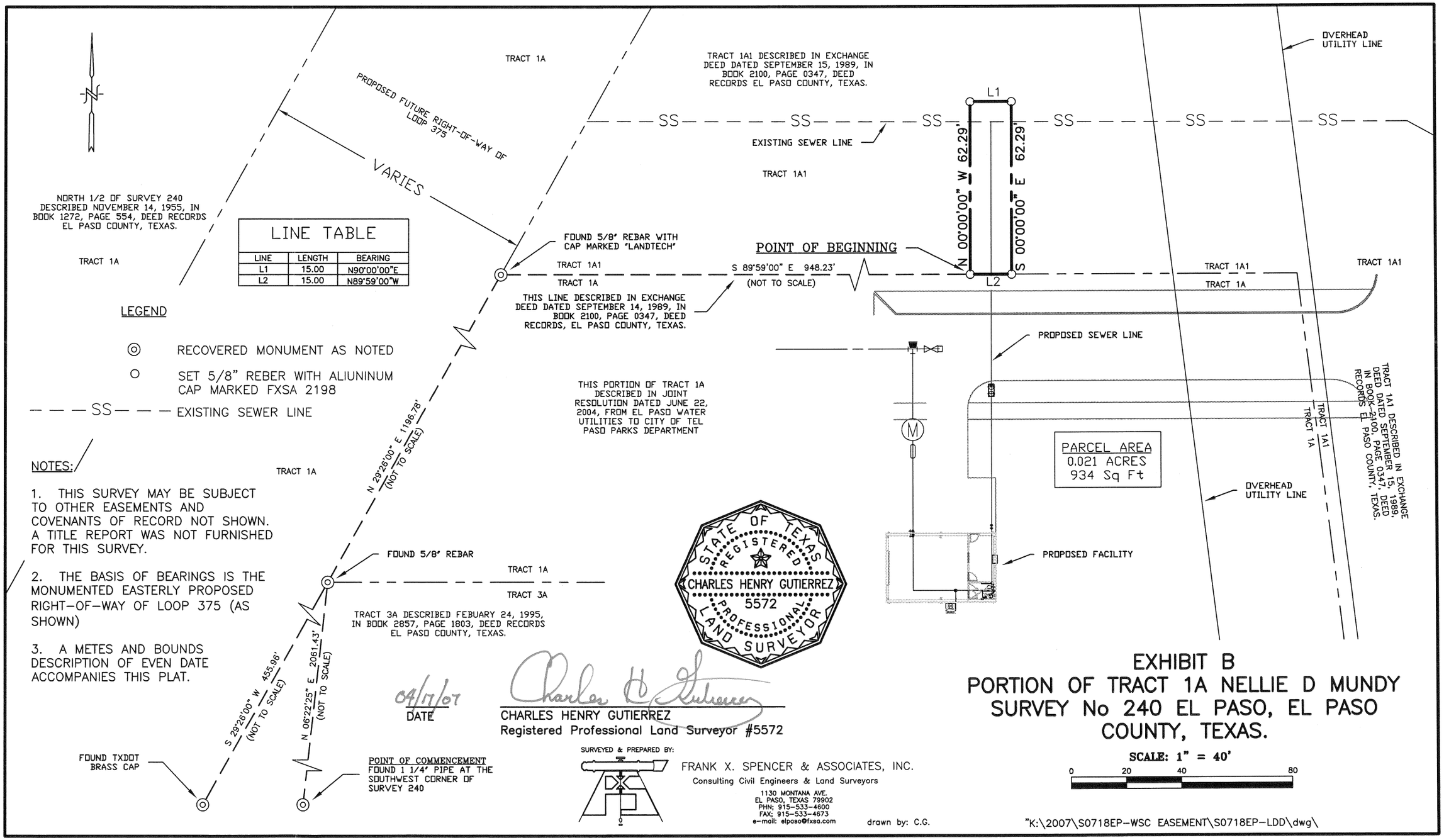
NOTE: A PLAT OF EVEN DATE HEREWITH ACCOMPANIES THIS DESCRIPTION.

Frank X. Spencer & Associates, Inc.

STATE OF TEXAS
REGISTERED
CHARLES HENRY GUTIERREZ
5572
PROFESSIONAL
LAND SURVEYOR

Charles Gutierrez, RPLS
Texas License No. 5572

Date: 04/17/07



LINE TABLE

LINE	LENGTH	BEARING
L1	15.00	N90°00'00"E
L2	15.00	N89°59'00"W

LEGEND

◎ RECOVERED MONUMENT AS NOTED

○ SET 5/8" REBER WITH ALIUNINUM CAP MARKED FXSA 2198

— — — SS — — — EXISTING SEWER LINE

NOTES:

1. THIS SURVEY MAY BE SUBJECT TO OTHER EASEMENTS AND COVENANTS OF RECORD NOT SHOWN. A TITLE REPORT WAS NOT FURNISHED FOR THIS SURVEY.

2. THE BASIS OF BEARINGS IS THE MONUMENTED EASTERLY PROPOSED RIGHT-OF-WAY OF LOOP 375 (AS SHOWN)

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

04/17/07
DATE

CHARLES HENRY GUTIERREZ
Registered Professional Land Surveyor #5572

EXHIBIT B
PORTION OF TRACT 1A NELLIE D MUNDY SURVEY No 240 EL PASO, EL PASO COUNTY, TEXAS.

SCALE: 1" = 40'

Property Description: A portion of Tract 1A1, Nellie D. Mundy Survey No. 240, El Paso, El Paso County, Texas.

METES AND BOUNDS DESCRIPTION

The parcel of land herein described is a portion of Tract 1A1, Nellie D. Mundy Survey No. 240, El Paso, El Paso County, Texas and is more particularly described by metes and bounds as follows:

Commencing at a found ½-inch iron in concrete lying on the common boundary line between Tracts 1A and 1A1, said point being the most northeasterly corner of Tract 1A, Nellie D. Mundy Survey No. 240; Thence, North 89° 59' 00" West, along the common boundary line between Tract 1A and Tract 1A1, Nellie D. Mundy Survey No. 240, a distance of 1,080.22 feet to a found 5/8-inch iron pin;

THENCE, North 55° 04' 03" East, a distance of 167.99 feet to a set ½-inch iron with SLI plastic cap stamped "TX2998", said point being the TRUE POINT OF BEGINNING of this description;

THENCE, South 74° 56' 14" East, a distance of 339.00 feet to a point for a curve, said point being a set ½-inch iron with SLI plastic cap stamped "TX2998";

THENCE, 360.61 feet along the arc of a curve to the left, having a radius of 393.00 feet, a central angle of 52° 34' 23" and a chord which bears South 11° 13' 26" East, a distance of 348.09 feet to a set ½-inch iron with SLI plastic cap stamped "TX2998";

THENCE, South 52° 29' 23" West, a distance of 339.00 feet to a point for a curve, said point being a set ½-inch iron with SLI plastic cap stamped "TX2998";

THENCE, 671.67 feet along the arc of a curve to the right, having a radius of 732.00 feet, a central angle of 52° 34' 23" and a chord which bears North 11° 13' 26" West, a distance of 648.35 feet to the being the TRUE POINT OF BEGINNING of this description;

Said parcel of land contains 4.017 acres (174,971 sq. ft.) of land more or less.

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

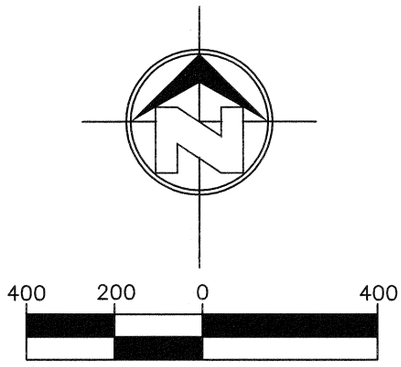
SLI ENGINEERING, INC,
Consulting Engineers – Land Surveyors

STATE OF TEXAS
REGISTERED
GUILLERMO LICON
2998
PROFESSIONAL
LAND SURVEYOR

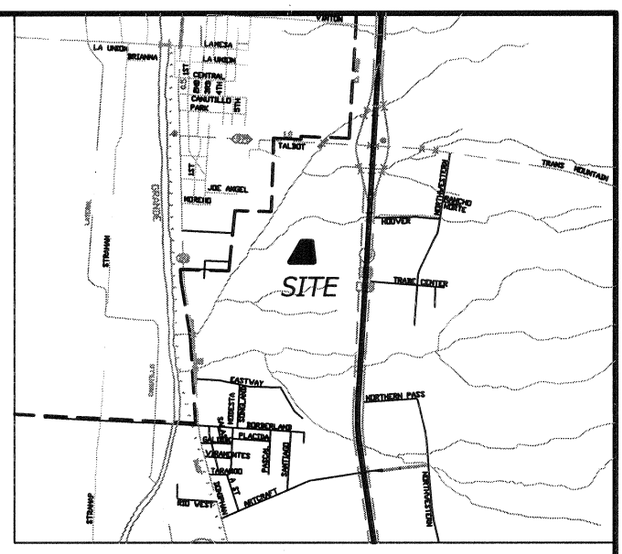
Guillermo Licon
Registered Professional Land Surveyor
Texas License No. 2998
March 15, 2007
Job Number 06-07-2529

M&B/1373

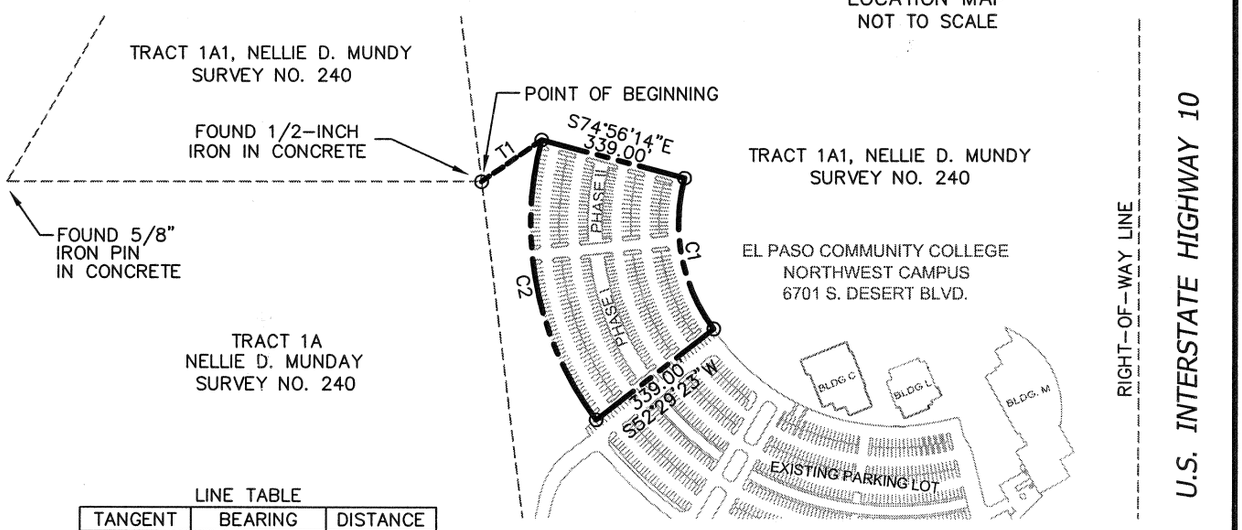
Exhibit C



SCALE: 1"=400'



LOCATION MAP
NOT TO SCALE



LINE TABLE

TANGENT	BEARING	DISTANCE
T1	N55°04'03"E	167.99'

CURVE TABLE

CURVE	RADIUS	LENGTH	TANGENT	CHORD	BEARING	DELTA
C1	393.00'	360.61'	194.12'	348.09'	S11°13'26"E	52°34'23"
C2	732.00'	671.67'	361.56'	648.35'	N11°13'26"W	52°34'23"

NOTE:
ALL INFORMATION SHOWN HEREON WITH RESPECT TO UNDERGROUND CONDITIONS WAS DETERMINED BY DATA COLLECTED THROUGH SURVEY CREW OBSERVATION AND OTHER INFORMATION TAKEN FROM EXISTING PLANS AND MAPS OF RECORD. NO UNDERGROUND UTILITIES EXISTING OR ABANDONED WERE EXPOSED OR LOCATED.

UNLESS SPECIFICALLY ACCEPTED BY SLI ENGINEERING. INC. IN WRITING, SLI ENGINEERING, INC. MAKES NO CLAIM, EXPRESSED OR IMPLIED, AS TO THE UNDERGROUND SITE CONDITIONS.

ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP COMMUNITY-PANEL NUMBER 480212 0025 B, DATED SEPTEMBER 04, 1991, THIS PROPERTY LIES IN FLOOD ZONE "X".

ZONE "X", AREAS OF 500-YEAR FLOOD.

DUE TO INHERENT INACCURACIES OF FEMA OR FLOOD INSURANCE RATE MAPS THIS SURVEYOR DOES NOT CERTIFY TO THE ACCURACY OF LOCATIONS BASED ON SUCH MAPS. THIS FLOOD STATEMENT SHALL NOT CREATE LIABILITY ON THE PART OF THE SURVEYOR.

NOTES:

1. A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS PLAT OF SURVEY.
2. SET 1/2" IRON WITH SLI CAP STAMPED TX 2998 ON ALL PROPERTY CORNERS UNLESS OTHERWISE INDICATED.
3. BASIS OF BEARING: NELLIE D. MUNDY SURVEY No. 240.
4. THIS SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT.
5. NO BUILDINGS EXIST ON THE PROPERTY.

STATE OF TEXAS
REGISTERED
GUILLERMO LICON
2998
PROFESSIONAL
LAND SURVEYOR

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This map and survey are being provided solely for the use of City of El Paso and no license has been created, expressed or implied, to copy the surveys and/or map(s) except as necessary in conjunction with the original transaction. This transaction shall be effective within six (6) months from the date hereon March 15, 2007.

PLAT OF SURVEY

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

JOB #: 06-07-2529 DR. BY: MN
SCALE: 1"=400' F.B. #: "Book"
DATE: 03/15/2007 DWG.: F:\Projects\Cityproj\NDM240-1A1-(2).dwg

A PORTION OF TRACT 1A1,
NELLIE D. MUNDAY
SURVEY No. 240,
EL PASO, EL PASO
COUNTY, TEXAS.

CERTIFICATION
I HEREBY CERTIFY THAT THE FOREGOING BOUNDARY SURVEY WAS PERFORMED UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

GUILLERMO LICON, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS LICENSE NO. 2998