

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

DEPARTMENT: Department of Transportation

AGENDA DATE: Introduction: June 14, 2011
Public Hearing: June 21, 2011

CONTACT PERSON NAME AND PHONE NUMBER: Mirian Spencer, (915) 541-4482, Spencermd2@elpasotexas.gov

DISTRICT(S) AFFECTED: 3

SUBJECT:

An Ordinance granting a Special Privilege License to MCAmericas Realty, Inc. for the maintenance, and repair of three (3) surface posts attached to the structure located at 440 Raynolds Boulevard located within portions of City right-of-way along Rosa Street for a term of ten years (NESV11-00012) District 3.

BACKGROUND / DISCUSSION:

The existing structure was built in 1968 with the structural posts encroaching 23.26 square feet on a portion of City right-of-way along Rosa Street. The applicants have provided an engineering evaluation that determined the columns are structural components of the original structure and removal of the columns would compromise the integrity of the structure.

The term of the License is for ten years, during which the applicants have agreed to submit a request to vacate the portion of City right-of-way that the columns are encroaching. Should the applicants be unsuccessful in vacating the portion of right-of-way, the License can be extended for additional ten year terms.

The annual fee for the license is \$350.00 and the applicants will be required to maintain liability insurance listing the City as additionally insured for the duration of the License.

PRIOR COUNCIL ACTION:

The property at 440 Raynolds is located within the Medical Center of Americas Study Area defined by Ordinance 017001.

AMOUNT AND SOURCE OF FUNDING:

N/A

BOARD / COMMISSION ACTION:

The Development Coordinating Committee recommended **APPROVAL** of the Special Privilege on May 4, 2011.

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

DEPARTMENT HEAD:

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

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL PRIVILEGE LICENSE TO MCAMERICAS REALTY, INC. FOR THE MAINTENANCE, AND REPAIR OF THREE (3) SURFACE POSTS ATTACHED TO THE STRUCTURE LOCATED AT 440 RAYNOLDS BOULEVARD LOCATED WITHIN PORTIONS OF CITY RIGHT-OF-WAY ALONG ROSA STREET FOR A TERM OF TEN YEARS.

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

SECTION 1. DESCRIPTION

The City of El Paso (hereinafter called "City") hereby grants a Special Privilege (hereinafter called "License") to MCAmericas Realty, Inc. (hereinafter referred to as the "Grantee") for the maintenance, and repair of three (3) surface posts attached to the structure located at 440 Raynolds Boulevard located within portions of City right-of-way along Rosa Street as shown in Exhibit "A" which is made a part hereof for all purposes (hereinafter referred to as "Structure"). Use of the City right-of-way shall be limited to the purpose of allowing the maintenance and repair of the Structure.

SECTION 2. LICENSE AREA

The surface rights granted herein along portions of right-of-way along Rosa Street to maintain the Structure is more particularly shown in Exhibit "B" which is made a part hereof for all purposes (hereinafter referred to as "License Area").

SECTION 3. PURPOSE

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

This License shall not permit or be construed to permit any other private use of the City right-of-way that impairs its function as a City right-of-way. Except as provided herein, Grantee shall not construct any additional improvements, or make any additions or alterations on, above, or below the City right-of-way, without prior written consent of the El Paso City Council.

SECTION 4. REGULATION OF CONSTRUCTION

The work done by Grantee in repairing, reconstructing, or maintaining the Structure shall be subject to and governed by all laws, rules and regulation of the City and State of Texas, Federal Communications Commission, and the U.S. Government that are applicable to the construction of the Structure. Work done in connection with the repair and maintenance of such facilities is subject to the continuing police power of the City. In the event that Grantee desires to reconstruct, repair, maintain, or replace the Structure built hereunder, Grantee shall obtain all applicable permits required by the City.

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

SECTION 5. TERM

This Special Privilege shall be for a term of ten (10) years from the effective date hereof, unless terminated earlier as provided herein. Within ten (10) years of the execution date of this License, Grantee shall apply for and finalize a request to vacate the License Area as shown on Exhibit "B". Should Grantee fail to finalize the vacation of the License Area within ten (10) years, grantee shall notify the City as to the reason(s) the vacation is still pending or has been denied.

Should Grantee require additional terms due to delays in the vacation process, or if the vacation request has been denied by the City, the City shall have the unilateral option of renewing this License for additional ten (10) year terms upon the request of the Grantee and approval of the El Paso City Council. If Grantee wishes the City to renew this License, Grantee shall submit a request in writing to the City no later than three (3) months prior to the expiration date of this License. Should Grantee fail to submit such request for the renewal of this License to the City as herein required, the License shall expire upon the expiration date. Grantee understands, agrees, and accepts that the City may require the terms, conditions, and provisions of this License be modified as a condition for renewing the grant of the encroachment within the License Area as permitted by this License.

SECTION 6. WORK DONE BY OTHERS

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

The City reserves the right, subject to further conditions described in this paragraph, to lay and permit to be laid, utility lines including, but not limited to, storm and sanitary sewer, gas, water, and other pipelines or cables and conduits, and to do and permit to be done, any underground and overhead installation or improvement that may be deemed necessary or proper by the governing body of the City in, across, along, over or under the City right-of-way occupied by Grantee, and to change any curb or sidewalk or the street grade of any street. The City shall notify Grantee of work to be performed as herein described. The City shall not be liable to Grantee for any damage resulting there from, nor shall the City be liable to Grantee for any damages arising out of the performance of any work by the City, its contractors or subcontractors, not willfully and unnecessarily occasioned; provided, however, nothing herein shall relieve any other persons or entities from liability for damage to the Structure. If the City requires Grantee to, alter, change, adapt, or relocate the Structure, due to imminent public safety concerns, because of changes in the grade of the City right-of-way or in the location or manner of constructing a water pipe, sewer pipe or other underground or aboveground pipes owned by the City, Grantee shall make the alterations or changes as soon as practicable when ordered in writing by the City without claim for reimbursement or damages against the City. If these requirements impose a financial hardship upon Grantee, Grantee shall have the right to present alternative proposals for the City's consideration. If the City requires Grantee to remove, alter, change, adapt or relocate its Structure or any portion thereof to enable any other entity or person, except the City, to use, or to use with greater convenience, the City right-of-way, Grantee shall not be required to make such changes until such other entity or person shall have undertaken with solvent bond, to reimburse Grantee for any loss and expense which will be caused by or arise out of such removal, alteration, change, adaptation or conformance of the Structure; provided, however, the City shall not be responsible nor liable for such reimbursement.

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

The City reserves the right to use the surface or subsurface or airspace within the License Area for any public purposes allowed by law and deemed necessary by the City and to do or permit to be done any work in connection therewith which may be deemed necessary or proper by the City on, across, along, under or over said City right-of-way occupied by Grantee provided such

use does not interfere with Grantee's use of the License Area. Whenever by reason of said work in connection with said purposes it shall be deemed necessary by the City to alter, change, adapt, conform or relocate portions of the Structure, such alteration or change or relocation shall be made by Grantee when ordered in writing by the Traffic Engineer without any claim for reimbursement or damages against the City.

SECTION 8. CONSIDERATION

As consideration for this Special Privilege, Grantee shall pay to the City the sum of THREE HUNDRED FIFTY AND NO/100 DOLLARS per year. The annual fee shall remain the same for a period of one year from the date of execution by City Council and shall be subject to change after each one year period the License remains in effect. The El Paso City Council retains the right to increase or decrease the annual fee specified in this License.

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

The first annual consideration shall be due and owing prior to City Council approval of the License. The advance payment shall be in the form of a cashier's check or business check payable to "The City of El Paso" and delivered to the Department of Transportation for remittance to the Financial Services Department. If the Special Privilege is disapproved by the City Council, a full refund of the payment shall be made by the Financial Services Department within fifteen (15) days of the denial action.

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

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

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

SECTION 9. INSURANCE

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

Grantee shall provide public liability insurance for personal injuries and death growing out of any one (1) 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 (1) accident or other cause. These amounts are not a limitation upon Grantee's agreement to indemnify and hold the City harmless.

Grantee shall procure said insurance with a solvent insurance company authorized to do business in Texas. Such policy or certificate shall provide that the insurance cannot be canceled, modified or the amount of coverage changed without thirty (30) days prior written notice to the Financial Services Department, or ten (10) days prior written notice to the Financial Services Department for cancellation based on non-payment of insurance premiums. Grantee shall file a copy of the policy or certificate of insurance with Financial Services and the Department of Transportation. If the policy is not kept in full force and effect throughout the term of this License, the License shall automatically become void.

SECTION 10. INDEMNITY

As a condition of this License, Grantee shall indemnify, defend and hold harmless the City, its officers, agents, servants and employees from and against any and all costs, claims, liens, damages, losses, expenses (including but not limited to attorneys' fees and costs), fees, fines, penalties, proceedings, demands, causes of action, liability and

suits of any kind and nature, including but not limited to, personal injury or death or property damage, arising out of, resulting from or related to the GRANTEE'S activities under this License, including any act or omission by the GRANTEE, its agents, employees or subcontractors, all, without, however, waiving governmental immunity available to the City, hereafter, the "damages". This indemnification shall apply even where such damages described above involve the negligence or allegations of negligence on the part of the City, its officers, agents or employees.

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

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

SECTION 11. RIGHTS IN THE EVENT OF ABANDONMENT

As an express condition of this License, and not as a mere covenant, in the event Grantee abandons the Structure or a portion thereof or ceases to use the Structure for the purposes enumerated herein for any period of six (6) months or longer, this License shall automatically terminate, free and clear of any right, title, or interest in Grantee without the necessity of any notice to Grantee or any re-entry by the City.

El Paso, Texas 79901

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

with copy to: City of El Paso
ATTN: Financial Services – Financial Accounting and Reporting
#2 Civic Center Plaza 7th Floor
El Paso, Texas 79901

GRANTEE: MCAmericas Realty, Inc.
ATTN: Emma Schwartz
201 E. Main Ste. 1514
El Paso, Texas 79901

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

SECTION 15. ASSIGNMENT

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

SECTION 16. LEASING OR DEDICATION OF FACILITIES

Grantee, without the advanced written consent of the El Paso City Manager or designee, shall not lease the License Area, to any non-grantee person or entity.

SECTION 17. ADMINISTRATION OF LICENSE

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

SECTION 18. NO PROPERTY RIGHTS

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

SECTION 19. LIENS AND ENCUMBRANCES

Grantee shall defend and indemnify the City against any liability and loss of any type arising

from any lien or encumbrance on the License Area that arises or is alleged to have arisen from Grantee's use of the Licensed Area.

SECTION 20. RIGHT OF ENTRY AND INSPECTION

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

SECTION 21. LAWS AND ORDINANCES

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

SECTION 22. ENTIRE AGREEMENT

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

SECTION 23. SEVERABILITY

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

SECTION 24. LAWS GOVERNING/VENUE

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

SECTION 25. RESTRICTIONS AND RESERVATIONS

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

SECTION 26. EFFECTIVE DATE

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

PASSED AND APPROVED this ____ day of _____, 2011.

WITNESS THE FOLLOWING SIGNATURES AND SEALS

THE CITY OF EL PASO

John F. Cook
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Robert Almonte II
Assistant City Attorney

Teresa Quezada, Deputy Director
El Paso Department of Transportation

ACCEPTANCE

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

GRANTEE:
MCAmericas Realty, Inc.

By: _____

Title: _____

(Acknowledgement to follow on next page)

ACKNOWLEDGMENT

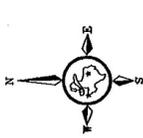
THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument is acknowledged before me on this _____ day of _____, 2011,
by _____ on behalf of MCAmericas Realty, Inc., as Grantee.

Notary Public, State of Texas

Notary's Printed or Typed Name:

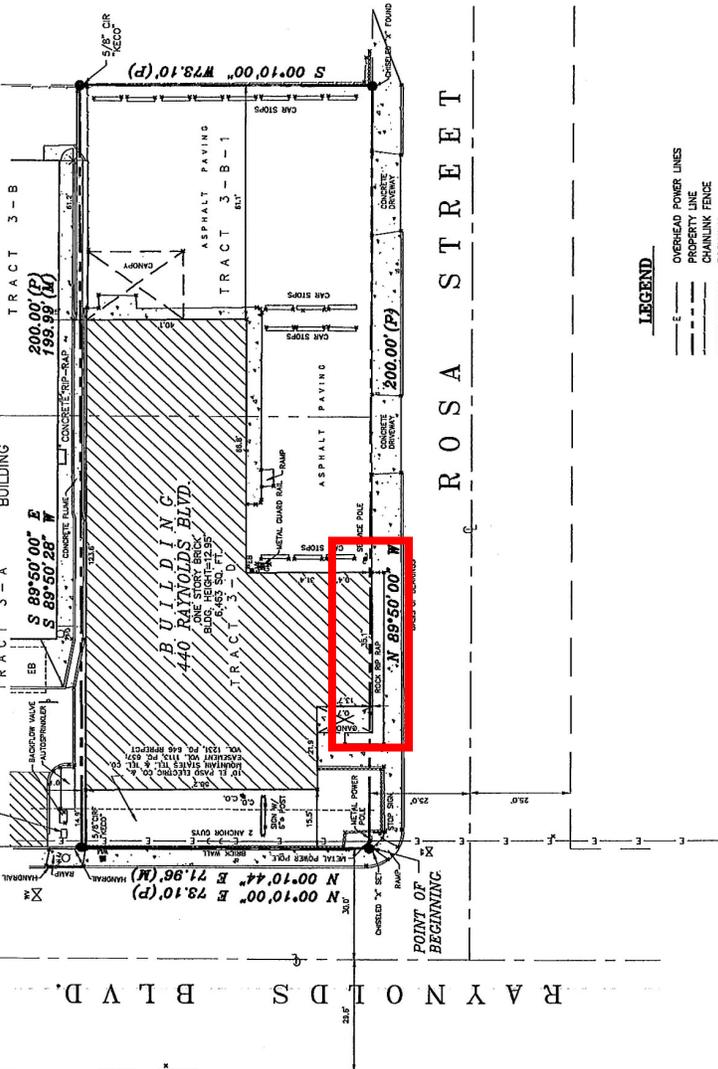
My Commission Expires:



GRAPHIC SCALE
(IN FEET)
1 inch = 20 ft.

JOAN ELIZABETH YEARWOOD EAVES
VOL. 285
E.P.C.C.R.

F. NEVE SURVEY NO. 8



LEGEND

- OVERHEAD POWER LINES
- PROPERTY LINE
- CHAINLINK FENCE
- ROCKWALL
- POWER POLE
- GUY WIRE
- WATER VALVE
- WATER METER
- GAS METER
- ELECTRIC METER
- SIGN
- ELECTRIC BOX
- CONCRETE

FLOOD NOTE

THIS PROPERTY IS LOCATED IN ZONE C
FLOOD HAZARD ZONE MAPS PUBLISHED BY THE FEDERAL
EMERGENCY MANAGEMENT AGENCY.
COMMUNITY PANEL NO. 4802160-08
DATE: OCTOBER 15, 1982

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 OR ASSUMED WERE EXPRESSED OR LOCATED
UNLESS SPECIFICALLY ACCEPTED BY KISTENMACHER ENGINEERING
COMPANY, INC. IN WRITING. KISTENMACHER ENGINEERING COMPANY, INC.
MAKES NO CLAIM, EXPRESSED OR IMPLIED, AS TO THE UNDERGROUND
SITE CONDITIONS.

PROPERTY DESCRIPTION (TITLE COMMENT)
TRACTS 3-B, 3-C FORMERLY DESCRIBED AS PART OF TRACTS 3-A AND 3-B, F. NEVE SURVEY NO. 8, EL PASO COUNTY, TEXAS.
BEHAVING AS THE SOUTHWEST CORNER OF TRACTS 3-B, F. NEVE SURVEY NO. 8, EL PASO COUNTY, TEXAS SAID CORNER ALSO BEING THE EAST ROW LINE OF RAYNOLDS STREET;
THENCE NORTH 09°07' 00" EAST ALONG SAID EAST ROW LINE A DISTANCE OF 73.10 FEET;
THENCE SOUTH 89°50'00" EAST A DISTANCE OF 200.00 FEET;
THENCE SOUTH 00°00'00" WEST A DISTANCE OF 73.10 FEET TO A POINT ON SAID NORTH ROW LINE OF ROSA AVENUE;
THENCE WEST ALONG SAID NORTH ROW A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING
THIS DESCRIBED PARCEL LIES IN SAID F. NEVE SURVEY NO. 8, EL PASO COUNTY, TEXAS AND CONTAINS 1456.99 SQUARE FEET EQUAL TO 0.333 ACRES.

PROPERTY DESCRIPTION (AS SURVEYED)
TRACTS 3-B-1 AND 3-D FORMERLY DESCRIBED AS PART OF TRACTS 3-A AND 3-B, F. NEVE SURVEY NO. 8, EL PASO COUNTY, TEXAS.
BEGINNING AT A CHISELED "X" SET AT THE SOUTHWEST CORNER OF TRACT 3-D, F. NEVE SURVEY NO. 8, EL PASO COUNTY, TEXAS, SAID CORNER ALSO BEING THE EAST ROW LINE OF RAYNOLDS STREET;
THENCE NORTH 00°10'44" EAST ALONG SAID EAST ROW LINE A DISTANCE OF 71.89 FEET TO A 5/8" CAPPED IRON ROD FOUND 'NEED';
THENCE SOUTH 89°50'28" WEST A DISTANCE OF 199.99 FEET TO A 5/8" CAPPED IRON ROD FOUND 'NEED';
THENCE SOUTH 00°10'00" WEST A DISTANCE OF 73.10 FEET TO A CHISELED "X" FOUND ON SAID NORTH ROW LINE OF ROSA AVENUE;
THENCE NORTH 89°50'00" WEST ALONG SAID NORTH ROW A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING
THE DESCRIBED PARCEL LIES IN SAID F. NEVE SURVEY NO. 8, EL PASO COUNTY, TEXAS AND CONTAINS 14,506 SQUARE FEET EQUAL TO 0.333 ACRES.

I, Steve Donaldson, Registered Professional Land Surveyor No. 4004, do hereby certify that the plot shown hereon was prepared by me or under my direct supervision and that I am a duly licensed and qualified professional land surveyor in the State of Texas. I have read the plat and the accompanying data and find that the same conform to the provisions of the laws of the State of Texas relating to the practice of the profession of land surveying. I am not responsible for the accuracy of the information shown on this plat, except as shown. All easements shown on this plat are those shown on the plat and the underlying easements are those specifically for the transaction referenced below. The undersigned assumes no responsibility for any other use.

By: Steve Donaldson, Registered Professional Land Surveyor No. 4004 Date: _____

STEWART TITLE GUARANTY COMPANY
FILE NO. 849651 DATED: OCTOBER 23, 2009
AREA: 0.333 ACRES OR 14,506 SQUARE FEET

BOUNDARY & IMPROVEMENT SURVEY
TRACTS 3-B-1 & 3-D
F. NEVE SURVEY NO. 8
CITY OF EL PASO EL PASO COUNTY TEXAS
JANUARY 7, 2009 ISSUE T=27 (SHEET NO. NEVE-8B) SHEET NO. 1 OF 1
K KISTENMACHER ENGINEERING COMPANY, INC. LAND PLANNING SURVEYING & CONSULTING ENGINEERS
1100 S. W. 10TH STREET, SUITE 400, DALLAS, TEXAS 75207-1408

EXHIBIT "A"

PROPERTY DESCRIPTION (AS SURVEYED)

TRACTS 3-B-1 AND 3-D FORMERLY DESCRIBED AS PART OF TRACTS 3-A AND 3-B, F. NEVE SURVEY NO. 8, EL PASO COUNTY, TEXAS;

BEGINNING AT A CHISELED "X" SET AT THE SOUTHWEST CORNER OF TRACT 3-D, F. NEVE SURVEY NO. 8, EL PASO COUNTY, TEXAS, SAID CORNER ALSO BEING THE EAST ROW LINE OF RAYNOLDS STREET;

THENCE NORTH 00°10'44" EAST ALONG SAID EAST ROW LINE A DISTANCE OF 71.96 FEET TO A 5/8" CAPPED IRON ROD FOUND "KECO";

THENCE NORTH 89°50'28" EAST A DISTANCE OF 199.99 FEET TO A 5/8" CAPPED IRON ROD FOUND "KECO";

THENCE SOUTH 00°10'00" WEST A DISTANCE OF 73.10 FEET TO A CHISELED "X" FOUND ON SAID NORTH ROW LINE OF ROSA AVENUE;

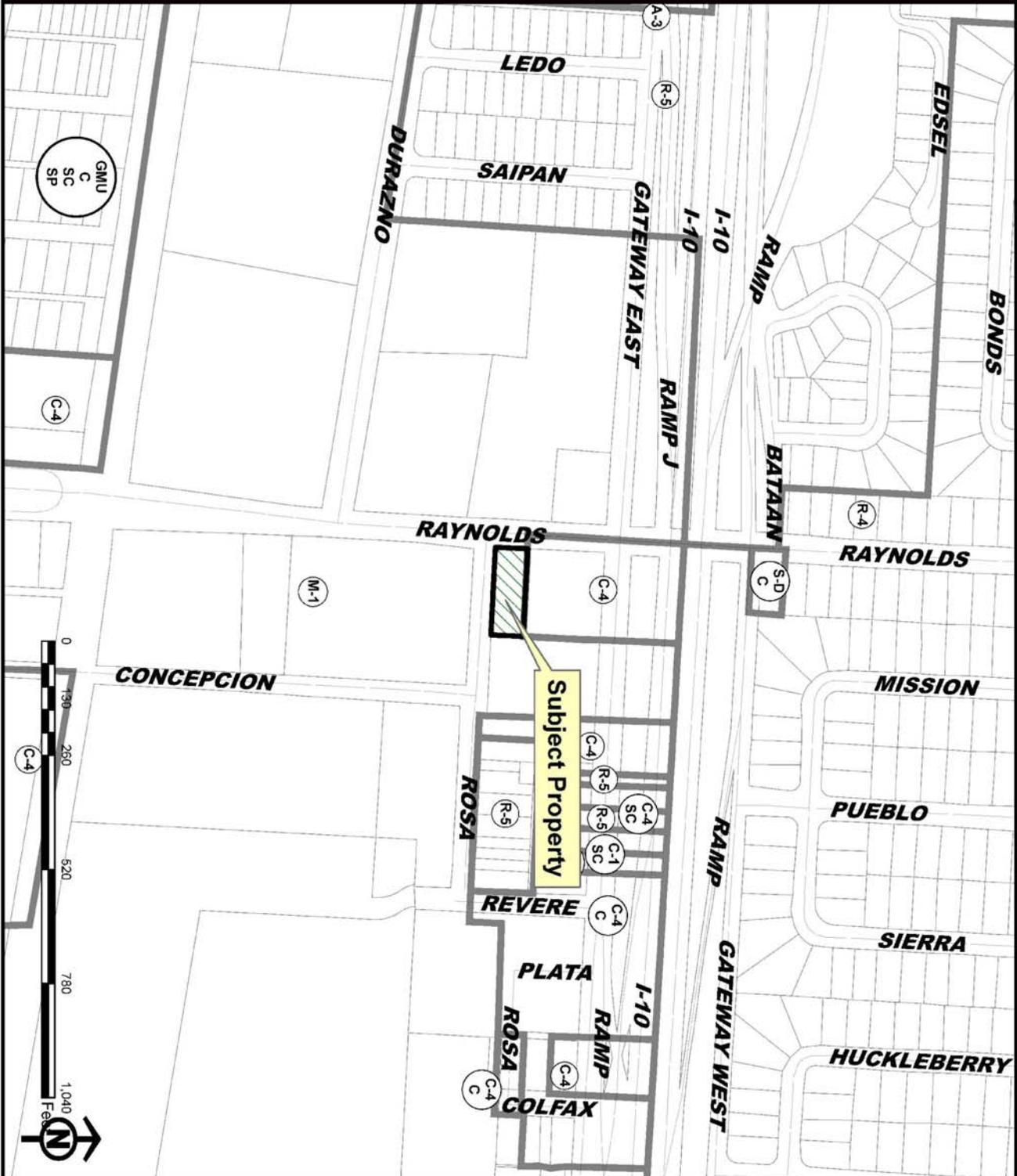
THENCE NORTH 89°50'00" WEST ALONG SAID NORTH ROW A DISTANCE OF 200.00 FEET TO THE POINT OF BEGINNING;

THE DESCRIBED PARCEL LIES IN SAID F. NEVE SURVEY NO. 8, EL PASO COUNTY, TEXAS AND CONTAINS 14,506 SQUARE FEET EQUAL TO 0.333 ACRES.

EXHIBIT B

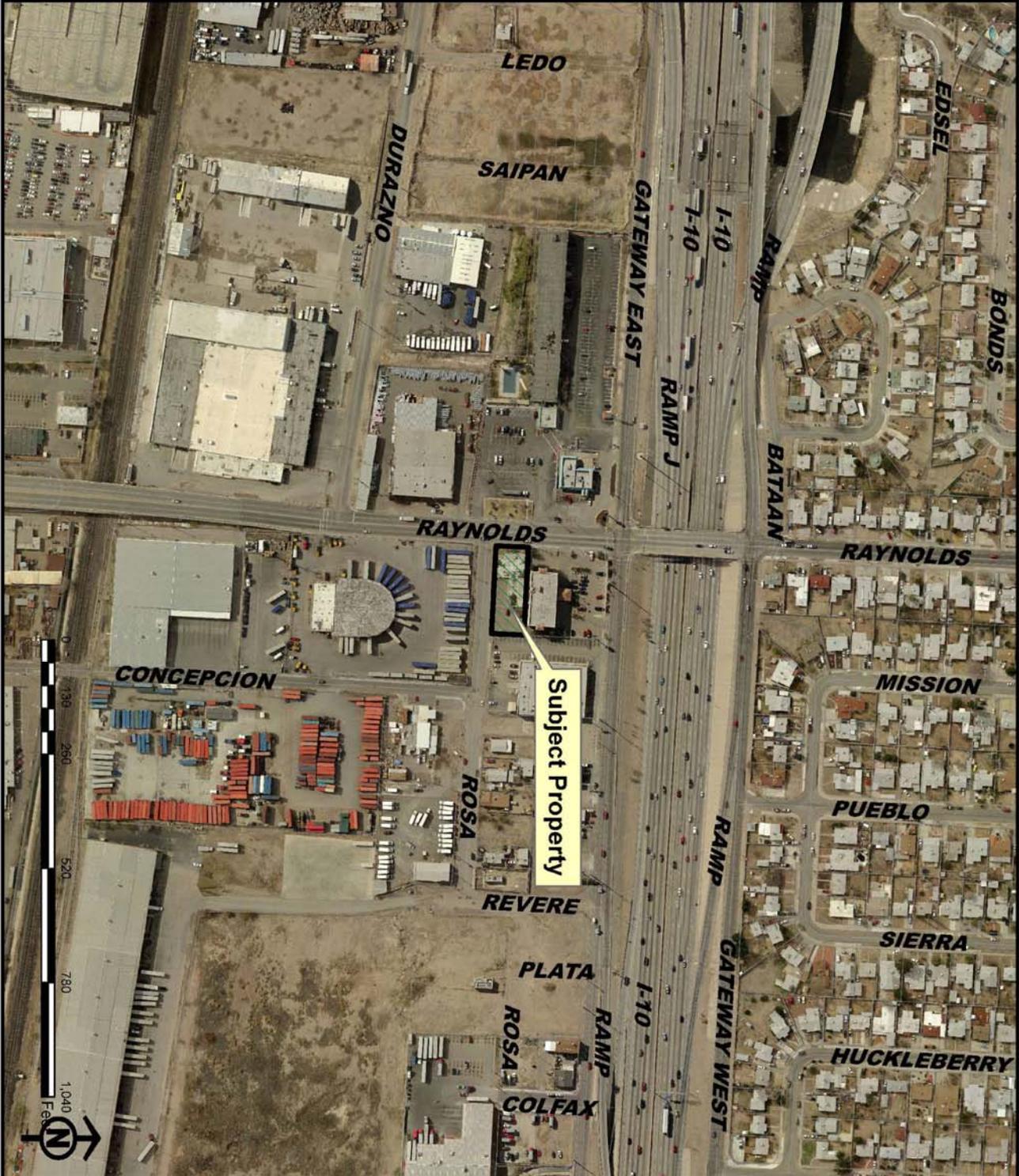
LOCATION MAP

NESV11-00012

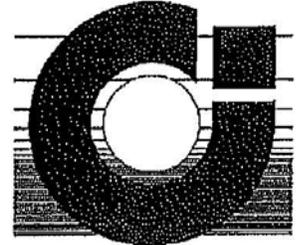


AERIAL MAP

NESV11-00012



Engineering Letter



CONDE INC

April 26, 2011

Mrs. Emma Schwartz
President, MCA Foundation
201 E. Main, Suite 1514
El Paso, Texas 79901

Reference: Visual Evaluation for Protruding Columns at
440 Reynolds, El Paso, Texas

Dear Mrs. Schwartz,

Per your request we conducted a visual evaluation to determine if the protruding columns are cosmetic or are part of the 43 year old building structure. The evaluation would be used to determine if the column's protruding section could be safely removed without compromising the integrity of the building.

These exterior columns support the beams of the flat roof structure, which are an integral part of the building structure, therefore are not cosmetic. Based on our visual evaluation, removing the protruding section of the column is not recommended since it will compromise the integrity of the building. See attached pictures for reference.

Thank you for the opportunity to serve you if you have any questions please call.

A handwritten signature in black ink, appearing to read 'Francisco Campa', is written over a horizontal line. The signature is enclosed within a hand-drawn oval shape.

Francisco Campa, P.E.