

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

DEPARTMENT: Parks and Recreation

AGENDA DATE: August 29, 2006

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

DISTRICT(S) AFFECTED: District 3

SUBJECT:

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

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

BACKGROUND / DISCUSSION:

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

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

06 AUG 24 AM 10:38
CITY CLERK DEPT

PRIOR COUNCIL ACTION:

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

Yes. This is a renewal of a 1984 agreement, with the addition of the aforementioned renovations, required for the EPISD to obtain State funding for the 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?

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

BOARD / COMMISSION ACTION:

Enter appropriate comments or N/A

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

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

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

APPROVED FOR AGENDA: _____

CITY MANAGER: _____

DATE: _____

ORDINANCE NO. _____

CITY CLERK DEPT.
08 AUG 11 PM 2:05

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO SIGN A LEASE AGREEMENT BETWEEN THE CITY OF EL PASO AND THE EL PASO INDEPENDENT SCHOOL DISTRICT, FOR THE LEASE OF MACARTHUR PARK, LOCATED AT 738 GERALD, EL PASO, TEXAS, FOR A TERM OF THIRTY (30) YEARS.

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

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

(1) The area to be leased is MacArthur Park, located 738 Gerald, El Paso, El Paso County, Texas, as further described in the Lease Agreement ("Agreement") attached hereto as Exhibit "A" and known as the "Facility".

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

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

PASSED AND APPROVED on this the ____ day of _____, 2006.

CITY OF EL PASO

ATTEST:

John F. Cook
Mayor

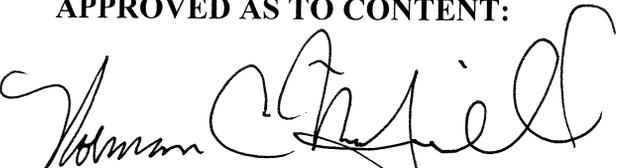
Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:



Josette Flores
Assistant City Attorney

APPROVED AS TO CONTENT:



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

STATE OF TEXAS §
 §
COUNTY OF EL PASO §

LEASE AGREEMENT

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

WITNESSETH:

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

WHEREAS, LESSEE provides educational and recreational services to the students and citizens within the school district; and

WHEREAS, LESSEE desires to join the CITY for the purpose of enhancing the quality of recreational facilities incident to its school purposes; and

WHEREAS, LESSEE desires to use the football field, tennis courts and surrounding park areas at a portion of Block 67, Lot 2, Cielo Vista Park Unit D (6.788 acres), municipally known and numbered as 738 Gerald, more commonly known as MacArthur Park (hereinafter the “Facility”), as more particularly described in the attached Exhibit “A”;

WHEREAS, the City Council finds that the use desired by LESSEE will provide recreational, cultural, and quality of life benefits to the citizens of El Paso, and as such, constitutes an important public purpose of benefit to the CITY and the citizens of El Paso for which the CITY is willing to make the Facility designated in this Agreement ;

NOW, THEREFORE, for and in consideration of the following mutual covenants of this Agreement, and other good and valuable consideration, the LESSEE and the CITY agree that the CITY hereby grants to the LESSEE a non-assignable right for the LESSEE to use the Facility as set forth herein.

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

2. CONSIDERATION.

2.1 As non-monetary consideration for the Facility, LESSEE shall perform general field maintenance which shall include the construction of a new water meter by 120 days after the effective date of this Agreement, to provide water service to the football field and turf replacement for the duration and scope of this Agreement. The LESSEE shall provide the

necessary equipment and supplies to maintain the Facility. All maintenance and repairs shall be done by LESSEE with prior written approval of the Parks Area Supervisor.

3. USE OF PROPERTY

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

- 3.3.1 LESSEE shall furnish at its own expense all concessions items, including but not limited to all food and beverage items, and all containers, linens and paper products necessary for the operation of a concessions stand.
- 3.3.2 LESSEE shall be responsible for reasonable protection and care in the use of the Facility during the LESSEE's use of the Facility as set forth in Section 3.1 and shall operate any concession area in accordance with all applicable state statutes related to health and safety of concessions, local ordinances and regulations, orders and directives issued by any public health agencies or any other regulatory or enforcement agency affecting food service operation.
- 3.3.3 LESSEE shall procure and maintain all required licenses and permits for the operation of the concessions at its sole cost and expense.
- 3.3.4 LESSEE shall be entirely responsible for the cleaning of its concession equipment and any spills related to the concession area.
- 3.3.5 LESSEE shall furnish a list of items to be sold at the concession area to the Director who may at his discretion object to any concession items considered inappropriate for the Facility.
- 3.4 LESSEE may not use, or permit use of, the Facility in any manner that results in waste of the Facility or constitutes a nuisance or for any illegal purpose. LESSEE, at its own expense, shall comply, and shall cause its officers, employees, agents, representatives, and invitees to comply, with all applicable laws, ordinances and governmental rules and regulations concerning the use of the Facility.
- 3.5 LESSEE understands and agrees that it will not use any heavy equipment nor make any electrical, mechanical or plumbing repair or installation without the prior written approval of the Parks Area Supervisor, nor drive any vehicle onto the park grass, adjacent to the Facility, without prior written approval by the Parks Area Supervisor.

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

- 4.1 LESSEE understands and agrees that it will be responsible for its respective acts or omissions, and the CITY shall in no way be responsible as an employer to LESSEE'S officers, employees, agents, representatives

or sub-contractors who perform any service in connection with this Agreement.

5. LIABILITY.

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

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

5.1.2 Maximum Aggregate Liability. Independent of, severable from, and to be enforced independently of any other enforceable or unenforceable provision of this Agreement, **IN NO EVENT SHALL EITHER PARTY'S AGGREGATE LIABILITY TO THE OTHER PARTY (INCLUDING LIABILITY TO ANY PERSON OR PERSONS WHOSE CLAIM OR CLAIMS ARE BASED ON OR DERIVED FROM A RIGHT OR RIGHTS CLAIMED BY THE OTHER PARTY), WITH RESPECT TO ANY AND ALL CLAIMS AT ANY AND ALL TIMES ARISING FROM OR RELATED TO THE SUBJECT MATTER OF THIS AGREEMENT, IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE AMOUNT OF CONSIDERATION ACTUALLY PAID OR PAYABLE BY THE ONE PARTY TO THE OTHER UNDER THE TERMS OF THIS AGREEMENT, SUBJECT TO SECTIONS 2.1 and 3.2 HEREIN.**

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

6. TERMS AND CONDITIONS

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

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

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

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

6.3.1 The CITY does not guarantee uninterrupted service in providing utilities except that the CITY will be diligent in restoring service following an interruption. The CITY shall not be liable to LESSEE for any loss, damage, cost or expense which may result from the interruption or failure of such service.

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

- 6.11 The CITY may make periodic inspections and shall have access to the Facility at all times. The CITY may at its discretion resolve emergency maintenance activities if LESSEE is unable to do so.
- 6.12 **CONDITION OF FACILITY.** The LESSEE accepts the Premises "AS IS" in its present condition and state of repair, and agrees that, upon completion of its use of the Premises, it will vacate and surrender the Premises to the City in the same condition it is now in, normal wear and tear excepted.
- 6.13 **ASSIGNMENT.** LESSEE shall not assign this Agreement without prior written consent of the CITY.
7. **COMPLIANCE WITH LAWS.** LESSEE shall comply with all applicable federal, state and local laws and regulations, all City ordinances and all codes and regulations. Failure to do so in any manner that materially impairs the quality of performance hereunder or affects the administration of the funds provided hereunder shall constitute a material breach of this Agreement.
8. **TERMINATION.** This Agreement may be terminated as provided herein.
- 8.1 Termination by Mutual Consent. The parties may terminate this Agreement by mutual consent upon such terms as they may agree in writing.
- 8.2 Termination by Either Party. It is further understood and agreed by the CITY and LESSEE that either party may terminate this Agreement in whole or in part.
- 8.2.1 Such termination may be made for failure of one party to substantially fulfill its contractual obligations, pursuant to this Agreement, and through no fault of the other party. No such termination shall be made, unless the other party being terminated is granted (a) written notice of intent to terminate enumerating the failures for which the termination is being sought; (b) a minimum of **thirty (30) consecutive calendar days** to cure such failures; and (c) an opportunity for consultation with the terminating party prior to such termination.
- 8.2.2 Either party may terminate this Agreement effective at the end of its fiscal year upon giving ten (10) days written notice to the other party.
- 8.3 Termination Shall Not Be Construed as Release. Termination by either party shall not be construed as a release of any claims that the terminating party may be lawfully entitled to assert against the terminating party. Further, the terminated party shall not be relieved of any liability for

damages sustained by the terminating party by virtue of any breach of this Agreement.

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

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

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

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

10. **MISCELLANEOUS.**

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

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

10.3 **COMPLETE AGREEMENT.** This Agreement constitutes the entire agreement between the parties relating to the terms and conditions of the Agreement. The parties expressly acknowledge and warrant that there exists no other written or oral understanding, agreements or assurances

with respect to such matters except as are set forth herein. Unless expressly stated, this Agreement confers no rights on any person(s) or business entity(s) that is not a party hereto. This Agreement shall not be construed against or unfavorably to any party because of such party's involvement in the preparation or drafting of this Agreement.

- 10.4 GOVERNING LAW. This Agreement shall be construed and interpreted in accordance with the laws of the State of Texas, along with any applicable provisions of the federal law, the City Charter and/or any ordinance of the City of El Paso.
- 10.5 SEVERABILITY. All agreements and covenants contained in this Agreement are severable. Should any term or provision of this Agreement be declared invalid by a court of competent jurisdiction, the parties intend that all other terms and provisions of this Agreement should be valid and binding and have full force and effect as if the invalid portion had not been included.
- 10.6 VENUE. For the purpose of determining place of this Agreement and the law governing the same, this Agreement is entered into in the City and County of El Paso, the State of Texas, and shall be governed by the laws of the State of Texas. Venue shall be in the County of El Paso, State of Texas.
- 10.7 WARRANTY OF CAPACITY TO EXECUTE AGREEMENT. The person signing this Agreement on behalf of LESSEE warrants that he/she has the authority to do so and to bind LESSEE to this Agreement and all the terms and conditions contained herein.
- 10.8 NOTICE. All notices required or permitted hereunder shall be in writing and shall be deemed delivered when actually received via United States Postal Service post office or certified mail, return receipt requested addressed to the respective other party at the address below or at such other address as the receiving party may have theretofore prescribed by written notice to the sending party.

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

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

LESSEE: Dr. Lorenzo Garcia
Superintendent
El Paso Independent School District

6531 Boeing Drive
El Paso, Texas 79925

Copy to:

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

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

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

CITY OF EL PASO

Joyce A. Wilson
City Manager

EL PASO INDEPENDENT SCHOOL
DISTRICT

ATTESTED:

Name: _____
Title: _____

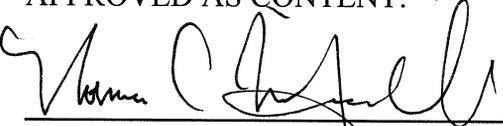
Dr. Lorenzo Garcia
Superintendent

APPROVED AS TO FORM:



Josefte Flores
Assistant City Attorney

APPROVED AS CONTENT: ~



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

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

**MacArthur Middle School
Parcel 1**

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

From a city monument located seventy two and seventy five hundredths (72.75) feet South $81^{\circ} 10' 00''$ East of the centerline intersection of Whitus Drive and Shaver Drive; Thence North $08^{\circ} 50' 00''$ West a distance of thirty two and no hundredths (30.00) feet to a point on the Northerly Right-of-Way line of Shaver Drive, said point being the Point of Beginning for this parcel of land;

Thence continuing along said Right-of-Way line of Shaver Drive on an arc of a curve to the left a distance of three hundred thirty seven and ninety four hundredths (337.94) feet, said curve having a central angle of $41^{\circ} 10' 24''$, a radius of four hundred seventy and twenty seven hundredths (470.27) feet, a chord bearing South $60^{\circ} 34' 48''$ West a distance of three hundred thirty and seventy two hundredths (330.72) feet to a corner;

Thence North $57^{\circ} 56' 35''$ West a distance of one hundred thirty one and eighty one hundredths (131.81) feet to a corner;

Thence North $08^{\circ} 50' 00''$ West a distance of eight hundred thirty three and eighty hundredths (833.80) feet to a corner, said corner being on the Southerly Right-of-Way line of Burges Drive and being a point for a curve;

Thence on an arc of a curve to the left, along said Right-of-Way line of Burges Drive, a distance of one hundred thirteen and eleven hundredths (113.11) feet, said curve having a central angle of $14^{\circ} 01' 52''$, a radius of four hundred sixty one and eighty eight hundredths (461.88) feet, a chord bearing North $88^{\circ} 10' 56''$ East a distance of one hundred twelve and eighty three hundredths (112.83) feet to a point for a curve;

Thence along an arc of a curve to the right, a distance of thirty one and forty two hundredths (31.42) feet, said curve having a central angle of $90^{\circ} 00' 00''$, a radius of twenty and no hundredths feet, a chord bearing South $53^{\circ} 50' 00''$ East a distance of twenty eight and twenty eight hundredths (28.28) feet to a point, said point being on the Westerly Right-of-Way line of Whitus Drive;

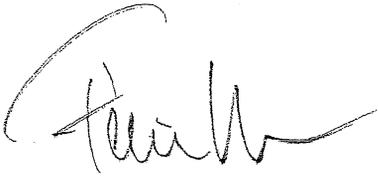
Thence continuing along said Right-of-Way line of Whitus Drive South $08^{\circ} 50' 00''$ East a distance of seven hundred fifty and no hundredths (750.00) feet to a point for a curve;

2006 JUL 14 AM 10:59

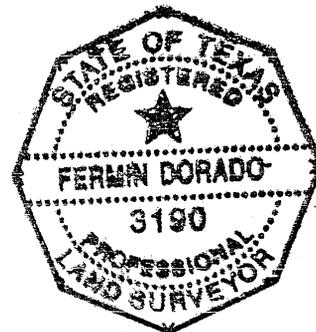
Thence along an arc of a curve to the right, a distance of thirty and forty two hundredths (31.42) feet, said curve having a central angle $90^{\circ} 00' 00''$, a radius of twenty and no hundredths (20.00) feet, a chord bearing South $36^{\circ} 10' 00''$ West a distance of twenty eight and twenty eight hundredths (28.28) feet to a point, said point being on the Northerly Right-of-Way line of Shaver Drive;

Thence continuing along said Right-of-Way line of Shaver Drive North $81^{\circ} 10' 00''$ East a distance of twenty two and seventy five hundredths (22.75) feet to a point, said point being the Point of Beginning.

Said parcel of land contains 376,094 square feet or 8.633 acres more or less.



Fermin Dorado, R.P.L.S.

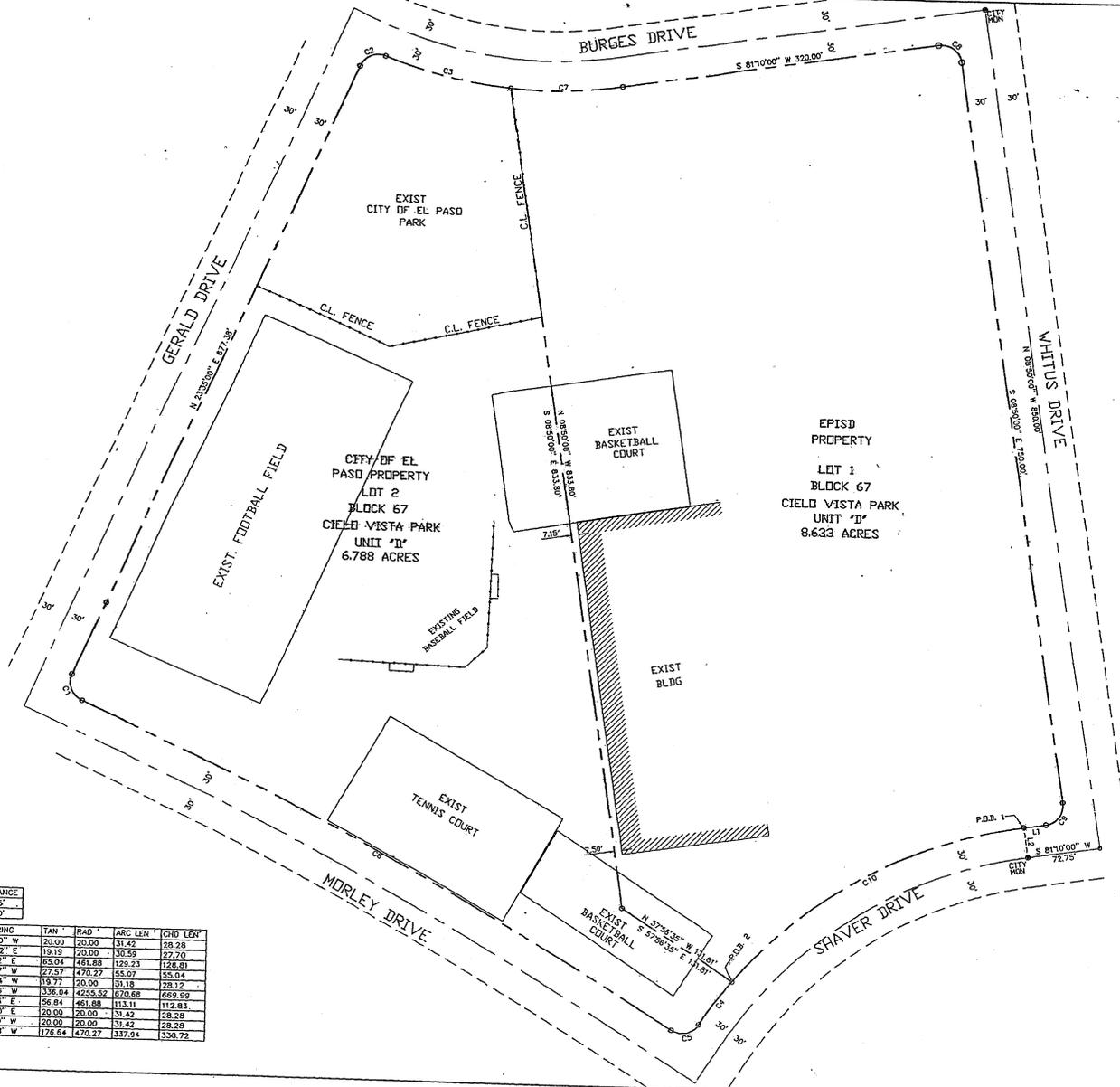


June 7, 2006

Exhibit "B"



SCALE: 1"=50'



EPISD PROPERTY
 LOT 1
 BLOCK 67
 CIELD VISTA PARK
 UNIT "D"
 8.633 ACRES

CITY OF EL PASO PROPERTY
 LOT 2
 BLOCK 67
 CIELD VISTA PARK
 UNIT "D"
 6.788 ACRES

NUMBER	DIRECTION	DISTANCE
L1	N 81°10'00" E	22.75'
L2	S 08°30'00" E	30.00'

NUMBER	DELTA	CHD BEARING	TAN	RAO	ARC LEN	CHD LEN
C1	90°00'00"	N 21°24'00" W	20.00	20.00	31.42	28.28
C2	87°35'44"	N 47°24'12" E	19.19	20.00	30.59	27.70
C3	18°01'32"	S 70°17'12" E	65.04	481.88	129.23	128.81
C4	08°42'34"	S 38°38'17" W	27.57	478.27	55.07	55.04
C5	09°19'48"	N 81°54'06" W	336.04	4253.52	870.88	669.99
C6	03°01'48"	S 77°36'54" W	18.77	20.00	31.18	28.12
C7	14°01'52"	N 88°10'56" E	56.84	461.88	113.11	112.83
C8	90°00'00"	S 53°50'00" E	20.00	20.00	31.42	28.28
C9	90°00'00"	S 38°10'00" W	20.00	20.00	31.42	28.28
C10	41°10'24"	S 60°14'48" W	178.64	475.27	337.94	330.72



DORADO
 ENGINEERING, P.A.C.
 ENGINEERING ARCHITECTURE PLANNING
 201 S. HAVELI, S. W. 11th, SUITE 1000, DALLAS, TEXAS 75241-1100
 TEL: 972.343.1100 FAX: 972.343.1101

DRAWN BY: E.D.
 DESIGN BY: E.D.
 CHECKED BY: J.E.B.
 PROJECT No.: 1587



REVISION	DATE	BY

Refurbishment Project #8
 MACARTHUR MIDDLE SCHOOL
 8101 WHITUS DR

SHEET
 EPISD PROJECT 15 05.007
 DATE: 05/27/09