

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

DEPARTMENT: Engineering and Construction Management

AGENDA DATE: September 13, 2011

CONTACT PERSON NAME AND PHONE NUMBER: R. Alan Shubert, P.E., City Engineer, X4423

DISTRICT(S) AFFECTED: Dist. 1

SUBJECT:

That the City Manager be authorized to sign a Developer Participation Agreement between the CITY OF EL PASO and RANCHOS REAL VIII, LTD. for the construction of two crossings over the El Paso County Water Improvement District No. 1 irrigation lateral and right-of-way improvements on Westside Road, for the purpose of gaining access to the Artcraft Estates Subdivision.

BACKGROUND / DISCUSSION:

The construction of crossings over two El Paso County Water Improvement District No. 1 (EPCWID#1) irrigation laterals are required to have access to Artcraft Estates Subdivision. The City is entering into License Agreements, being presented for consideration under a separate item, with the EPCWID#1 for the construction and use of the two crossings. Once the City obtains the License Agreements, this agreement shall allow the Developer to construct the crossings at his expense. Additionally, the Developer shall construct right-of-way improvements on Westside Road. The City has determined that the Developer's construction of the crossings and roadway improvements will be used by the public and are in the best interests of the citizens of El Paso. The City agrees to accept maintenance of the facilities after construction.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

BOARD / COMMISSION ACTION:

N/A

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

DEPARTMENT HEAD:



(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

Information copy to appropriate Deputy City Manager

RESOLUTION

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

THAT the City Manager be authorized to sign a Developer Participation Agreement between the **CITY OF EL PASO** and **RANCHOS REAL VIII, LTD.** for the construction of two crossings over the El Paso County Water Improvement District No. 1 irrigation lateral and right-of-way improvements on Westside Road, for the purpose of gaining access to the Artcraft Estates Subdivision.

ADOPTED this ____ day of _____ 2011.

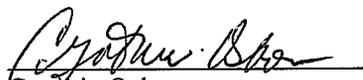
THE CITY OF EL PASO

John Cook
Mayor

ATTEST:

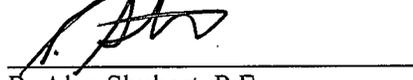
Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:



Cynthia Osborn
Assistant City Attorney

APPROVED AS TO CONTENT:



R. Alan Shubert, P.E.
City Engineer

I. Filing

This Agreement shall be filed in the deed records of El Paso County, Texas. The provisions of this Agreement shall be deemed to run with the land and shall be binding on heirs, successors and assigns of Developer. Upon any sale or other transfer of all of Developer's ownership rights in the Property, Developer shall notify the City in writing of such sale or transfer within thirty (30) business days of such sale or transfer. Notice of the sale of lots within the Artcraft Estates Subdivision are not required.

II. Scope of Project

1. The "Project" is defined as completion of public improvements defined as construction of two (2) concrete box culverts, within a portion of El Paso County Water Improvement District No. 1 right-of-way, with concrete roadway surface crossings at La Union East Lateral Canal Station 471+48 (Willow River) and La Union East Lateral Canal Station 459+92 (Pecos River Drive) for access to Artcraft Estates Subdivision as illustrated in the respective License Agreements as well as new asphalt pavement and improvements, re-stripping, header curb, curb and gutter on Westside Road including new 4 foot sidewalk, retaining rockwall, trees, vegetation, landscaping and irrigation system within the Westside Road parkway area, city right-of-way and, a portion of El Paso County Water Improvement District No. 1 right-of-way, as illustrated in Exhibit D. Project improvement plans and drawings shall be included in the Artcraft Estates Subdivision Improvement Plan set for review. Construction and design plans shall be processed in accordance with the subdivision process established under 19.08 of the City of El Paso City Code.

a. Responsibility of the Developer:

(1) Developer shall construct all improvements required under this Agreement pursuant to the terms and conditions specified herein. Developer further agrees that it shall be solely responsible for payment of any and all costs associated with the Project, including but not limited to design and construction costs, arising from the construction of the improvements as well as the license fees required pursuant to the City's License Agreements with EPCWID #1 which shall be paid prior to the date this Agreement is approved by City Council. Developer understands and agrees that once the funds for the license fees have been paid to EPCWID #1, those funds shall not be reimbursed to the Developer, even if this Agreement is terminated.

(2) In constructing the improvements, Developer shall comply with all applicable federal, state and local laws including all City ordinances, codes and regulations as well as the terms of the EPCWID #1 License Agreements. Failure to do so in any manner shall constitute a material breach of this Agreement. In addition, Developer shall obtain all permits and inspections required by the City and EPCWID # 1 and be responsible for any costs associated with obtaining such permits and inspections.

(3) Developer shall not commence construction of the improvements without receiving the written approval by EPCWID # 1 and the City Engineering and Construction Management Department of the design, materials and construction plans which approval shall not be unreasonably withheld or delayed.

(4) Any work performed by a contractor or consultant of the Developer will not, under any circumstances, relieve Developer of its responsibilities and obligations under this

Agreement. All work performed by the Developer or its agent shall be done in a good and workmanlike manner and in accordance with the approved Plans and the approved Additional Improvement Plans. Any contractor or consultant hired by Developer shall have sufficient skills and experience to properly perform the work described in the Plans and Additional Improvement Plans and shall provide adequate supervision to assure competent performance of the work.

(5) The Developer agrees that all construction and materials shall be subject to inspection and approval by the City and EPCWID # 1. All Project materials must conform to the Plans and Additional Improvement Plans and are subject to quality control testing by the City at the Developer's sole cost and expense.

b. Responsibilities of the City:

(1) City agrees that during the term of the License and any renewal thereof, City shall comply with all the terms and conditions of the License Agreements and shall not abandon or voluntarily terminate the License Agreements. The provisions of this paragraph shall survive the termination of this Agreement.

2. Developer acknowledges and agrees that a performance bond in the amount of 125% of the value of the proposed improvements shall be provided prior to the time this Agreement is approved by City Council. In addition, construction of the improvements must be completed and accepted for operation and maintenance by the City prior to the issuance of any permits for the Property. The City will use its best efforts to cause the improvements to be approved by the City as soon as reasonably possible. **The City shall not be liable for any damages which may occur if the Project is abandoned for any reason because of the conduct of third parties or any other factors other than the breach by the City of its covenants made in this Agreement, and the Developer hereby releases the City from any such liability.**

3. All improvements shall be completed and accepted for operation and maintenance by the City within 36 months following the approval of the Subdivision Plat covering the Property, unless otherwise extended by written amendment and approval by the City, subject to delays by reason of Force Majeure. It is hereby understood and mutually agreed by the Developer and the City that the date of beginning and the time for substantial completion of the Project are **ESSENTIAL CONDITIONS** in the Agreement. The City Manager is authorized to approve any amendments required under this paragraph, provided that such amendments do not require the City to participate in the costs of the improvements. The term "Force Majeure" means an event that causes delay by reason of an act of God, fire, windstorm, flood, explosion, collapse of structure or other casualty, epidemic, infectious disease, riot, war, terrorism, military power, labor disputes, failure of utility service, court order, inability to obtain materials, adverse weather that is unusual and unanticipated for the period of time, or an act of like nature that is beyond the reasonable control of such party.

4. Developer agrees that construction of the improvements shall be pursued regularly, diligently, and uninterrupted at such a rate of progress as shall ensure substantial completion of the Project within the time specified. It is expressly understood and agreed, by the Developer and the City, that the time for the substantial completion of the Project is a reasonable time for substantial completion.

5. If the Developer shall neglect, fail or refuse to substantially complete the construction of the improvements within the time herein specified, subject to delays by reason of Force Majeure, or any proper extension granted by the City, or to maintain the Project until inspected and accepted for maintenance by the City as specified in paragraph 3 above, and such neglect, failure or refusal to substantially complete or maintain the Project results in any safety issue to persons or property as reasonably identified by the City Engineer or his designee, the Developer agrees that the City may issue a stop work order for any work in progress under any issued building permit for the Property, and the Developer waives any and all causes of action it may have against the City arising from the City's stop work order. Additionally, the Developer will defend, indemnify and hold the City harmless from any and all causes of action any third party may have against the City arising from the City's stop work order.

6. In the event that Developer fails to complete the Project within the time specified, and such failure continues for a period of 30 days after written notice is sent by the City, the City reserves the right to complete the construction, secure completion through the performance bond, and assess the costs of completion not covered under the performance bond to the Developer for payment.

7. Developer agrees to warrant to the City that all work in connection with the Project shall be performed in a good and workmanlike manner, strictly in accordance with the Plans and Additional Improvement Plan, and as otherwise provided in this Agreement. The Developer shall warrant the improvements for a period of one year for defective material, construction or workmanship following acceptance by the City of all improvements and shall provide a maintenance bond in the amount of fifty percent of the costs of the improvements for such period. This warranty shall remain in full force and effect for a period of one (1) year from and after the date of the City's final acceptance of the Project. It is understood and agreed that, notwithstanding the acceptance of the Project by the City, the Developer remains fully responsible for the repair and maintenance of the Project as such relates to the Developer's warranty of the Project, as set forth above, for a period of one (1) year from the date of the City's acceptance of the Project.

III. Project Funding

Developer agrees that all the improvements under this Agreement are necessary and attributable to their proposed development and for the purpose of providing access to the Property. Developer understands and agrees that Developer will be responsible for all costs associated with the Project and this Agreement and shall not request reimbursement from the City, nor shall the Developer be eligible for reimbursement from the City for any improvements under this Agreement. The estimated cost for the Project is as shown in Exhibit D attached and incorporated herein for all purposes.

IV. Term Of The Agreement

1. This Agreement becomes effective and binding and enforceable against the parties upon the execution of the License Agreements by the City and EPCWID #1. ("*Effective Date*").

2. This Agreement shall terminate upon completion of the following:

a. The improvements are completed and accepted by the City Engineer for operation and maintenance by the City.

b. The Developer provides the required maintenance bond under the one year warranty provisions specified above.

V. Ownership and Right of Access

Following a default by Developer and the failure of Developer to cure such default as set forth in Article II.6., Developer hereby acknowledges the rights of the City, its agents, contractors and subcontractors to enter upon and construct and install any equipment that may be required, pursuant to this Agreement to complete the Project. This right of access shall include the right to use or modify any Developer construction materials as deemed necessary by the City. Additionally, in the event that additional authorization is required, Developer agrees to promptly execute the required documents at the request of the City.

VI. Relationship of the Parties

Developer acknowledges that it is not an agent, servant, or employee of the City and is therefore responsible for its own actions performed by itself, its agents or employees during the term of this Agreement.

VII. Insurance

Developer agrees to procure and shall maintain during the life of this Agreement such Commercial General Liability, Property Damage Liability and Automobile Liability Insurance as shall protect the Developer and the Developer's employees performing work covered by this Agreement, and the City from claims for damages for personal injury, including accidental death, as well as from claims for property damages, which may arise from operations under this contract, whether such operations be by the Developer or by anyone directly or indirectly employed by the Developer. The minimum limits of liability and coverages shall be as follows:

- a) **COMMERCIAL GENERAL LIABILITY**
 - Personal Injury or Death**
 - \$1,000,000.00 for one person or occurrence
 - \$1,000,000.00 for two or more persons or occurrences
 - Property Damage**
 - \$1,000,000.00 per occurrence
 - General Aggregate**
 - \$1,000,000.00
- b) **AUTOMOBILE LIABILITY**
 - Combined Single Limit**
 - \$1,000,000.00 per accident

The insurance policies shall include an endorsement that the City is named as an additional insured to the full amount of the policy limits and that the City shall be notified at least thirty days in advance in the event the policy or policies are canceled and ten days in advance for non-payment of policy premiums. The endorsement shall contain substantially the following statement: "The insurance included within this policy shall not be cancelled or materially altered except after thirty (30) consecutive calendar days [ten (10) consecutive calendar days for non-payment of policy premiums] written notice by certified mail of intent to cancel or materially alter said insurance has been provided to the City of El Paso [additional insured]." Such insurance policy shall be issued by an insurance company duly authorized to do business in the State of Texas. The Developer shall furnish the City Engineer with certificates showing the type of insurance coverages, limits on each insurance policy, class of operations covered under each insurance policy, effective dates and expiration dates of policies, insurance companies providing the insurance coverages, name of agent/broker and include confirmation of any endorsement(s) required in this agreement.

All certificates shall be provided prior to the time this Agreement is approved by City Council. All certificates shall also include the name of the project on the corresponding insurance certificate. Further, each certificate shall contain the following statement:

"The insurance covered by this certificate will not be canceled, and there will be no change in coverage or deductibles, except after thirty (30) consecutive calendar days written notice of intent to cancel or change said insurance has been provided to the City of El Paso.

VIII. Bond Required

The Developer agrees to execute a performance bond for one hundred twenty-five percent (125%) of the Project costs to secure fulfillment of all the Developer's obligations under this Agreement. The bond shall be in a form approved by the City. The bond shall be executed by a corporate surety in accordance with Texas Government Code, Chapter 2253. The bond shall identify the City as Owner and Obligee and shall bind both the Developer and the Surety, their heirs, administrators, executors, successors and assignees, jointly and severally. The bond shall expressly provide that the Developer shall faithfully render performance under this Agreement and shall remain in full force and effect until all requirements of the Agreement have been performed to the City's satisfaction. The bond shall be provided to the City Engineer prior to the date this Agreement is approved by City Council.

IX. Indemnification

Through the one year warranty period following acceptance of the improvements by the City, Developer or its insurer shall INDEMNIFY, DEFEND AND HOLD the City, its officers, agents and employees, HARMLESS FOR AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LIABILITY, DAMAGES OR EXPENSE, (INCLUDING BUT NOT LIMITED TO ATTORNEY FEES AND COSTS) FOR ANY DAMAGE TO OR LOSS OF ANY PROPERTY, OR ANY ILLNESS, INJURY, PHYSICAL OR MENTAL IMPAIRMENT, LOSS OF SERVICES, OR DEATH TO ANY PERSON ARISING OUT OF OR RELATED TO THE CONSTRUCTION OF THE PROJECT OTHER THAN THE ACTIONS OF THE CITY AND/OR ACTIVITIES OF THE CITY PURSUANT TO ARTICLE V HEREOF. 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 Developer every demand, notice, summons or other process received by the City in any claim or legal proceeding contemplated herein. Developer will 1) investigate or cause the investigation of accidents or occurrences involving such injuries or damages; 2) negotiate or cause to be negotiated the claim as the Developer may deem expedient; and 3) 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 injuries or damages. Developer will pay all judgments in actions defended by Developer pursuant to this section along with all attorneys' fees and costs incurred by the City including interest accruing to the date of payment by Developer, and premiums on any appeal bonds. The City, at its election will have the right, at its sole expense, to participate in any such negotiations or legal proceedings to the extent of its interest. The City will not be responsible for any loss of or damage to the Developer's property from any cause except arising out of its breach of the terms of this Agreement.

X. Assignability

The parties hereto agree that the rights of the Developer and the City under this Agreement are assignable.

XI. Notice

All notices provided for herein shall be sufficient if sent by certified mail, return receipt requested, postage fully prepaid, addressed to the proper party at the following addresses or such other addresses as the parties may designate to each other in writing from time to time:

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

Copy to: City Engineer
 2 Civic Center Plaza, 4th Floor
 El Paso, Texas 79901-1196

DEVELOPER: Ranchos Real VIII, Ltd.
 6080 Surety Drive, Suite 300
 El Paso, Texas 79905
 Attn: Mr. Douglas A. Schwartz

XI. Law Governing Agreement

The laws of the State of Texas shall govern the validity, performance, interpretation and enforcement of this Agreement. Venue shall be in the courts of El Paso, County, Texas.

XII. Interpretation

The City and Developer agree that this Agreement has been freely negotiated by both parties and that in any controversy, dispute or contest over the meaning, interpretation, validity or enforceability of this Agreement, or any of its terms or conditions, there shall be no inference,

presumption or conclusion drawn whatsoever against either party by virtue of that party having drafted this Agreement or any portion thereof.

XIII. Severability

If any provision of this Agreement is prohibited by law or otherwise determined to be illegal, invalid or unenforceable in a court of competent jurisdiction, such provision shall not affect the validity of the remaining provisions of this Agreement; instead, the Agreement shall be construed as if it did not contain the illegal, invalid or unenforceable provision(s) and the rights and obligations of the parties shall be construed and enforced accordingly.

XIV. Entire Agreement

This Agreement constitutes and expresses the entire agreement between the parties and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement shall not be amended or modified except by written instrument signed by both parties.

XV. Authority to Contract

All persons that are signatories to this Agreement represent that they have authority to enter into this Agreement and bind their respective organizations thereto.

XVI. No Third Party Rights or Obligations

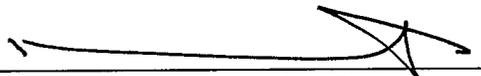
No person or entity not a party to this Agreement shall have third-party beneficiary or other rights under this Agreement.

CITY OF EL PASO:

Joyce Wilson
City Manager

**DEVELOPER:
RANCHOS REAL VIII, LTD.**

By: Ranchos Real Developers, Inc., General Partner

By: 

Douglas A. Schwartz, Vice President

APPROVED AS TO FORM:



Cynthia Osborn
Assistant City Attorney

APPROVED AS TO CONTENT:



R. Alan Shubert, P.E.
City Engineer

ACKNOWLEDGMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

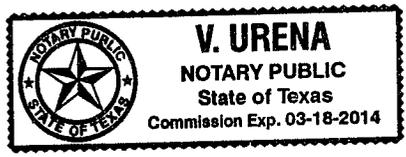
This instrument was acknowledged before me on this _____ day of _____, 2011,
by Joyce A. Wilson, as City Manager for the City of El Paso.

Notary Public, State of Texas

ACKNOWLEDGMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this 31st day of August, 2011,
by Douglas A. Schwartz, as Vice President of Ranchos Real Developers, Inc., General
Partner, of Ranchos Real VIII, Ltd., a Texas limited partnership.



V. Urena
Notary Public, State of Texas

List of Schedules and Exhibits:

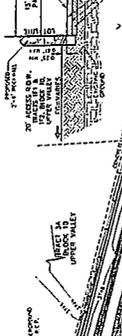
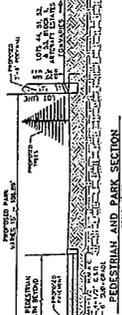
- Exhibit "A" Property
- Exhibit "B" License Agreement (La Union East Lateral Canal Station 471+48)
- Exhibit "C" License Agreement (La Union East Lateral Canal Station 459+92)
- Exhibit "D" Additional Improvements Plan
- Exhibit "E" Project Cost Estimates

**EXHIBIT A
PROPERTY**

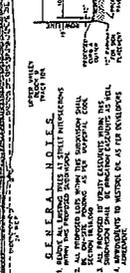
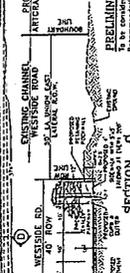
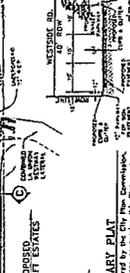
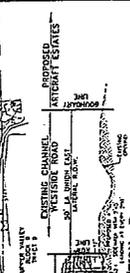
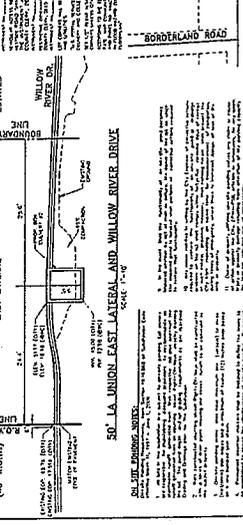
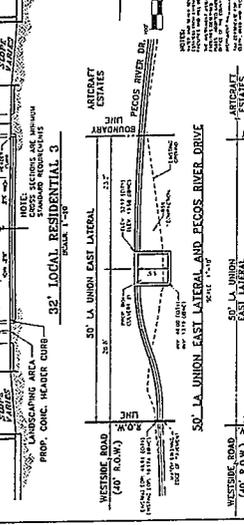
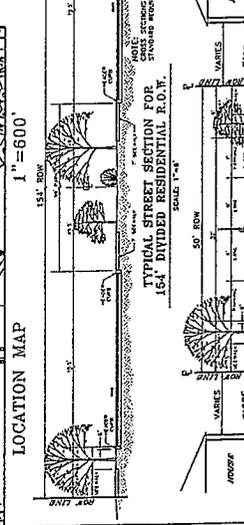
EXHIBIT A

ARTCRAFT ESTATES
 BEING ALL OF TRACTS 1F, 3B, 3B1A, AND 3C, AND PORTION OF TRACTS 1J, 1J1, AND 1K, BLOCK 10, UPPER VALLEY SURVEYS, CITY OF EL PASO, EL PASO COUNTY, TEXAS, CONTAINING: 61.46 ACRES

TRACT NO.	ACRES	FRAC.
1F	1.00	1/4
3B	1.00	1/4
3B1A	1.00	1/4
3C	1.00	1/4
1J	1.00	1/4
1J1	1.00	1/4
1K	1.00	1/4
TOTAL	61.46	



TRACT NO.	ACRES	FRAC.
1F	1.00	1/4
3B	1.00	1/4
3B1A	1.00	1/4
3C	1.00	1/4
1J	1.00	1/4
1J1	1.00	1/4
1K	1.00	1/4
TOTAL	61.46	



GENERAL NOTES
 1. ALL DISTANCES ARE TO CENTERLINE UNLESS OTHERWISE SPECIFIED.
 2. ALL CORNER POINTS SHALL BE SET BY THE SURVEYOR.
 3. ALL DISTANCES ARE TO CENTERLINE UNLESS OTHERWISE SPECIFIED.
 4. ALL CORNER POINTS SHALL BE SET BY THE SURVEYOR.

OPENER DEVELOPER
 RANIERES REAL ESTATE CO., INC.
 5000 W. WILLOW RIVER DR.
 EL PASO, TEXAS 79905
 PHONE # (915) 832-0200

CONDE INC.
 5000 W. WILLOW RIVER DR.
 EL PASO, TEXAS 79905
 PHONE # (915) 832-0200

SCHOOL DISTRICT
 CANYONLAND INDEPENDENT SCHOOL DISTRICT
 7311 BOSQUE ROAD
 EL PASO, TEXAS 79905

TOTAL RESIDENTIAL LOTS
 220

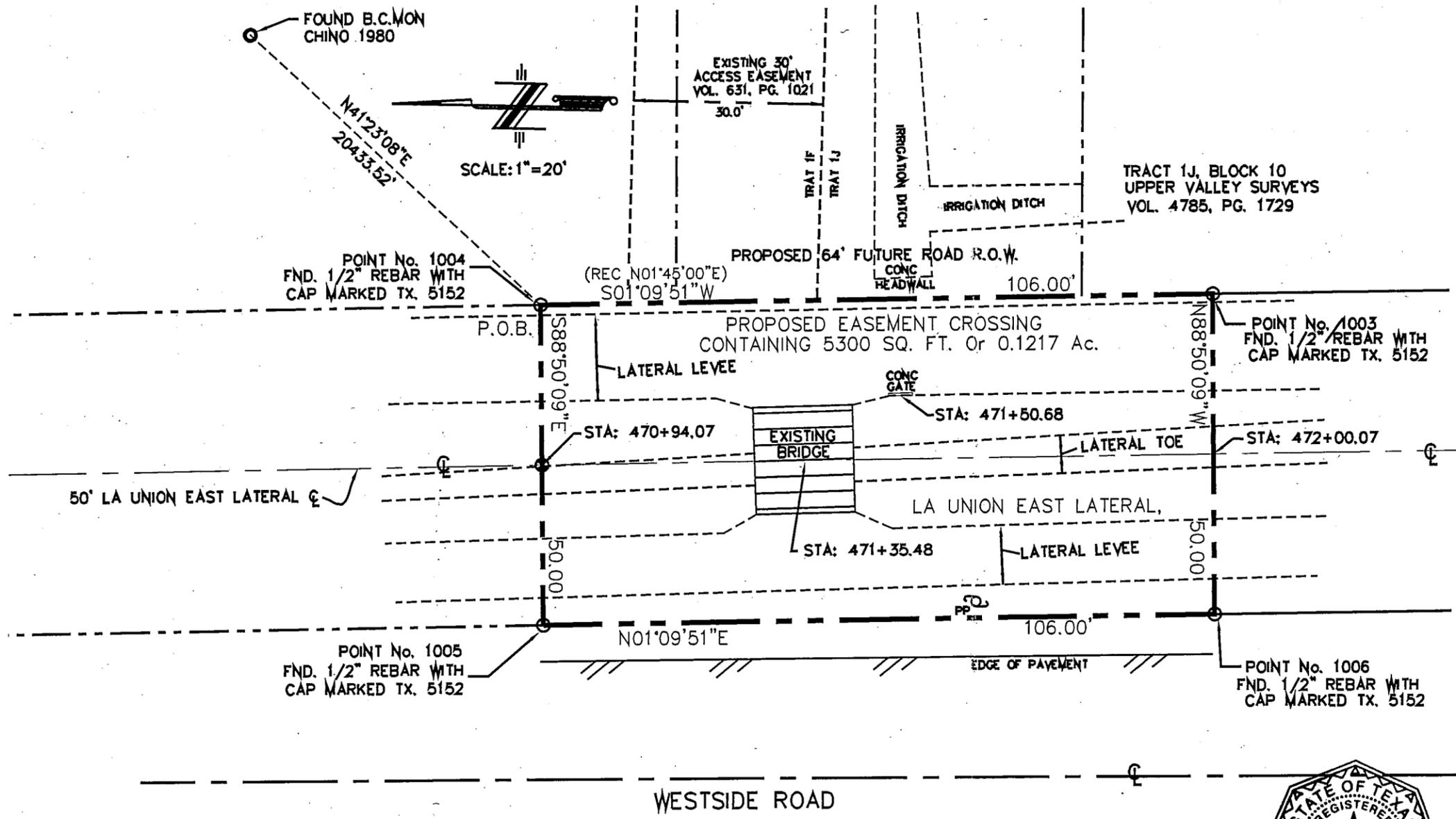
DATE OF PREPARATION: FEBRUARY 15, 2000
 DRAWN BY: [Name]
 CHECKED BY: [Name]
 APPROVED BY: [Name]

PLAT OF SURVEY

BEING A PORTION OF LA UNION EAST LATERAL
OUT OF BLOCK 10, UPPER VALLEY SURVEYS,
CITY OF EL PASO, EL PASO COUNTY, TEXAS

COORDINATE VALUES ARE TEXAS STATE PLANE, CENTRAL ZONE, NORTH AMERICAN
DATUM OF 1983. ALL VALUES SHOWN ARE REPRESENTED IN U.S. SURVEY FEET.
COMBINED SCALE FACTOR: 0.99982493, CONVERGENCE ANGLE: -3'14'27"

POINT	NORTHING	EASTING	ELEV.	DESCRIPTION
4	10717710.86	358754.95	3946.11	FND B.C.MON CHINO 1980



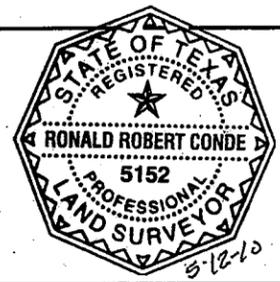
- LEGEND**
- = FOUND POINT
 - = SET 1/2" REBAR W/CAP
 - ⊗ = CALCULATED POINT (NOT SET)
 - ⊕ = POWER POLE

RECEIVED
 MAY 12 2010
 EPCWID # 1

- NOTES:**
- BEARING BASIS IS TRUE NORTH FOR A TRANSVERSE MERCATOR SURFACE PROJECTION AS DETERMINED BY GPS METHODS BASED AT A SET HUB AND TACK WITH COORDINATES:
 LATITUDE: 31°53'02.318"N
 LONGITUDE: 106°37'11.014"W
 ELEVATION: 3759.92sft
 - NOTE LATERAL STATIONING REFERENCE POINT IS FACE OF CONCRETE CHECK GATE AT STATION 462+94.00 OF LA UNION LATERAL.

UPDATED 4-16-10

CONDE INC.
 ENGINEERING/ PLANNING/ SURVEYING/ CADD
 6080 SURETY DRIVE - SUITE 100 - EL PASO, TEXAS 79905
 PHONE (915) 592-0285 FAX (915) 592-0286



CERTIFICATION

I HEREBY CERTIFY TO THE EL PASO COUNTY WATER IMPROVEMENT DISTRICT NO. 1 THAT THIS SURVEY, PLAT, DESCRIPTION OR REPORT MEETS ALL CURRENT DISTRICT SURVEY REQUIREMENTS ENUMERATED IN THE DISTRICT'S LAND SURVEY STANDARDS

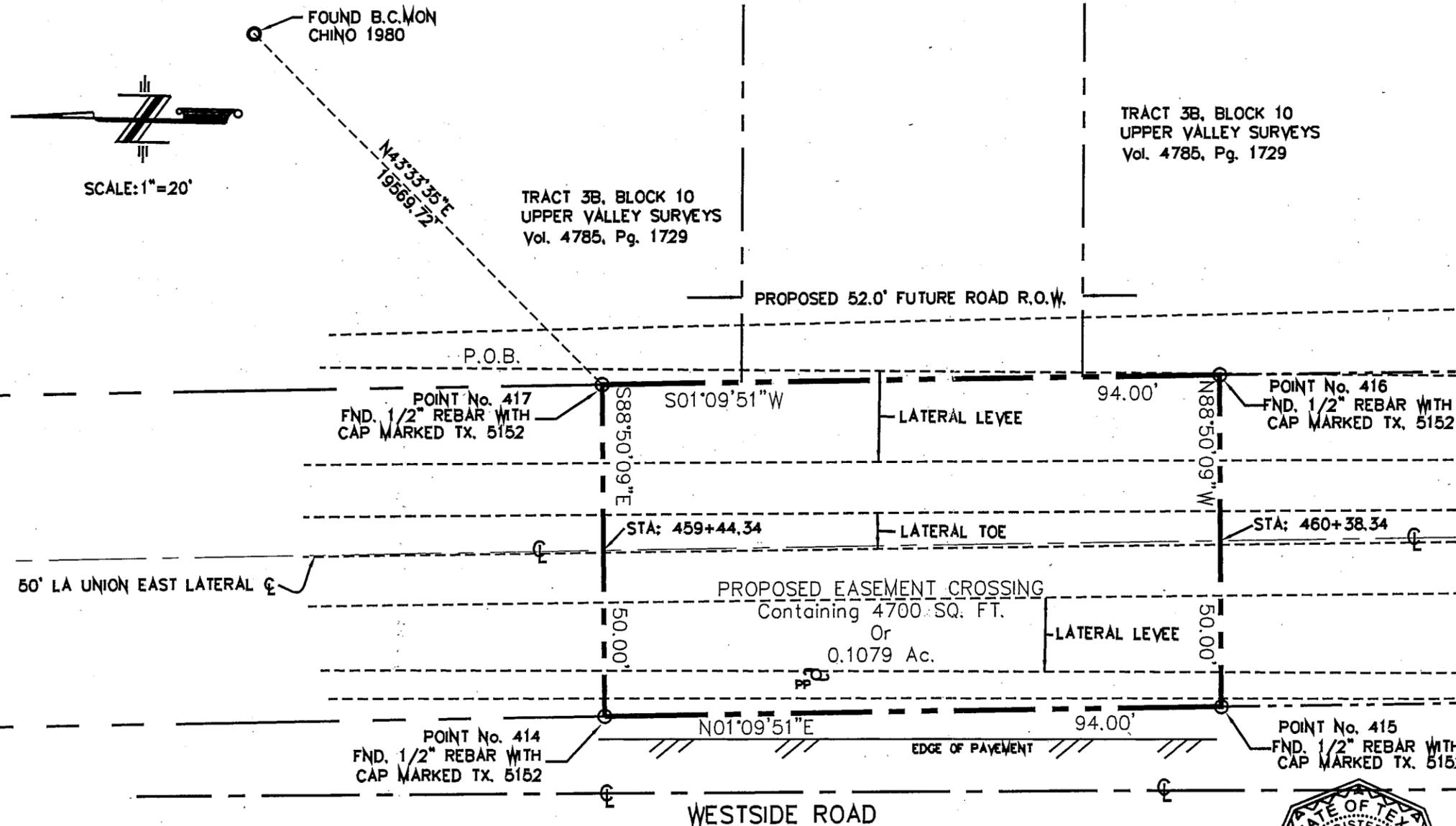
RON R. CONDE
 REGISTERED PROFESSIONAL LAND SURVEYOR
 TEXAS LICENSE NO. 5152

PLAT OF SURVEY

BEING A PORTION OF THE LA UNION EAST LATERAL
OUT OF BLOCK 10, UPPER VALLEY SURVEYS,
CITY OF EL PASO, EL PASO COUNTY, TEXAS

COORDINATE VALUES ARE TEXAS STATE PLANE, CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983. ALL VALUES SHOWN ARE REPRESENTED IN U.S. SURVEY FEET. COMBINED SCALE FACTOR: 0.99982493, CONVERGENCE ANGLE: -3'14'27"

POINT	NORTHING	EASTING	ELEV.	DESCRIPTION
4	10717710.86	358754.95	3946.11	FND B.C. MON CHINO 1980



LEGEND

- = FOUND POINT
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RECEIVED
 MAY 12 2010
 EPCWID # 1

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 LATITUDE: 31°53'02.318"N
 LONGITUDE: 106°37'11.014"W
 ELEVATION: 3759.92sft
2. NOTE LATERAL STATIONING REFERENCE POINT IS FACE OF CONCRETE CHECK GATE AT STATION 462+94.00 OF LA UNION LATERAL.

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 RON R. CONDE
 REGISTERED PROFESSIONAL LAND SURVEYOR
 TEXAS LICENSE NO. 5152





CONDE INC.

ENGINEERING/ PLANNING/ SURVEYING/ CADD
 6080 SURETY DRIVE - SUITE 100 - EL PASO, TEXAS 79905
 PHONE (915) 592-0283 FAX (915) 592-0286

UPDATED 4-16-10

© COPYRIGHT 2010/CONDE INC.
ALL RIGHTS RESERVED
DRAWN BY: J.D.I. FIELD: J.D.I. DATE: JUNE 29, 2006 JOB # NO. 504-49-1 CADD FILE: C:/SU/S/50449

EXHIBIT A 1203

EXHIBIT B
LICENSE AGREEMENT (La Union East Lateral Canal Station 471+48)

LICENSE FOR PUBLIC-USE OF DISTRICT REAL PROPERTY
The City of El Paso - 1 - 6' X 6' Concrete Box Culvert and Headwall Structure
Crossing La Union East Lateral Canal at Station 471+48

This License is entered into between the El Paso County Water Improvement District No. 1, a political subdivision of the State of Texas existing pursuant to Article XVI, Section 59, of the Constitution of the State of Texas ("District"), and The City of El Paso ("Licensee"), a home-rule municipal corporation.

WITNESSETH

In consideration of the mutual covenants and agreements of this License and other good and valuable consideration, the parties agree as follows:

1.0 PURPOSE OF LICENSE

Subject to the terms and conditions described herein, this License is for the sole purpose of the Licensee's use to construct, operate, install, maintain, inspect, repair, replace, or remove a 1 - 6' X 6' Concrete Box Culvert and Headwall Structure at the location shown as the "Easement" described and depicted on the survey drawings and field notes attached as Exhibit "A", being a total surface area of 5,300 square feet, and engineering drawing attached as Exhibit "B"; all of which are fully incorporated herein by this reference. The purpose of the Easement is limited to the construction of, and use as, a public road on the surface only and shall not extend to the use by any utility except as may be required by law. Any substantial or significant addition or changes to the use set forth in the application for this License may require administrative review and a reasonable fee for such review.

2.0 TERM OF LICENSE

The term of this License shall be for fifty (50) years commencing on August 10, 2011, (the Commencement Date) and expiring at midnight August 9, 2061, (the Expiration Date).

3.0 CONSIDERATION

This License is granted for good and valuable consideration including Licensee's payment to District of the sum of \$26,500.00 upon execution of this License.

4.0 LICENSE RENEWAL

Licensee may request that the District renew this License for a fifty (50) year term so long as Licensee has not breached the terms and conditions of this License during the initial term. Licensee shall make such request by written notice to the District at least sixty (60) days prior to the Expiration Date. Prior to the effective date of any renewal of this License, Licensee shall pay to the District a fee to be negotiated by the District and Licensee. **THE DISTRICT RETAINS THE RIGHT TO DENY ANY REQUEST TO RENEW THIS LICENSE FOR ANY REASON.** Nothing in this License shall prevent Licensee from exercising its eminent domain powers.

5.0 RIGHT OF INGRESS AND EGRESS

The District grants to Licensee the right of ingress and egress to the Easement for the purposes identified in this License in Section 1.0 set out above, provided that the Licensee shall not disturb or interfere with District's use of the Easement or any other property of District, including without limitation any surface, subsurface or aerial portions.

6.0 COORDINATION OF CONSTRUCTION

6.1 Licensee agrees to give notice to the District and coordinate with the District's Maintenance Supervisor forty-eight (48) hours prior to any construction by Licensee, its agent(s) or contractor(s) on the Easement. To the extent any construction on the Easement may have already commenced, the District shall have the right to inspect and review such construction to determine whether the same meets the District's Design Standards in effect at the time such inspection or review is done by the District. If the District determines that any part of such construction does not meet the District's Design Standards, then within twenty-one (21) calendar days after written notification from District, the Licensee shall modify or reconstruct any such construction in a manner consistent with the District's Design Standards, as well as applicable federal, state, local laws, and the National Electrical Safety Code (NESC) standards.

6.2 If the District determines that any part of such construction does not comply with the Application To Use District Property submitted by Licensee, does not meet the District's Design Standards, or interferes with the operation, maintenance or administration by the District of its facilities, the District shall have the right to order, on not less than three (3) hours written notice from the District's General Manager, that all construction cease until corrective action taken by Licensee, its contractors or agents which, in the sole and absolute judgment of the District's licensed engineer, is adequate to remedy the problem cited for the work stoppage.

7.0. OPERATING RULES AND LAWS

Licensee represents, warrants, and agrees that it will conduct its activities on the Easement in compliance with all applicable environmental laws, ordinances, rules, regulations and policies and shall comply with all federal, state and local laws, ordinances, rules, regulations and policies applicable to its construction and operations under this License.

8.0 CULTURAL VALUES

Should evidence of historical, archeological, or paleontological sites be discovered in the course of Licensee's construction or use of the Easement, Licensee shall immediately suspend construction or operations and advise the District. Licensee acknowledges the existence of an agreement between the District and the State of Texas and/or the State Historical Preservation Officer for the State of Texas and accepts this License subject to all provisions of such agreement.

9.0 CONCEALED CONDITIONS OR OBSTACLES

Licensee accepts the Easement in its existing condition. Except to the extent liable under the Texas Tort Claims Act, District shall not be responsible for any condition (open or concealed), defects, or obstacles encountered by Licensee, and District makes no warranties or representations related to any condition of the Easement. .

10.0 INTERFERENCE PROHIBITED

Licensee's activities shall be conducted so as not to interfere with the operation, maintenance or administration by District of its water improvement district and its facilities. Licensee shall reimburse District for any documented repairs, maintenance or expense required or incurred by District, which repair, maintenance, or expense is caused by Licensee's activities on the Easement. Licensee shall make such reimbursement within 30 days after written notice to Licensee.

11.0 USE LIMITATION

11.1 Use of the Easement by Licensee is limited to those uses specified in this License. This License (a) does not grant any rights to water; and (b) does not allow Licensee to restrict entry or use by District, its agents, servants, employees, constructors, or invitees to the Easement, or any surface, subsurface or aerial portions of it.

11.2 Licensee shall never dedicate, grant, or convey any right to this Easement to a third party without the prior written consent of District. Any dedication, grant, or conveyance of any right to this Easement by the Licensee, including but not limited to, dedication,

grant, or conveyance of a public highway, street, or roadway, without the prior written consent of District shall not be valid and shall constitute a breach of the obligations imposed upon Licensee under this License and entitle District to invoke any remedy District may have under the terms of this License or otherwise by law.

12.0 INDEMNITY AND INSURANCE

12.1 To the maximum extent allowable by law, Licensee agrees to indemnify and hold the District and its officers, directors, employees, engineers, attorneys, and agents harmless from any and all liability, loss, claims, demands or actions arising out of or resulting from injury to or death of persons, or damage to or loss of property, including environmental damage, in connection with Licensee's use of or presence on the Easement; but in each instance, only to the extent the liability, loss, claim, demand, or action is determined attributable to Licensee's negligence, gross negligence, strict liability in tort or willful misconduct. This provision shall survive the expiration or earlier termination of this License.

12.2 At all times during the term of this License, Licensee agrees to procure and maintain in force, at its expense, a commercial general liability insurance policy adequate to protect District against liability for damage claims through use of or arising out of accidents occurring in and around the Easement, in minimum coverage amounts acceptable to District. Such insurance policy shall name District as an additional insured and contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days' prior written notice has been given to District. Licensee shall provide to District, at the time this License is presented for approval by District's governing body, a certificate evidencing such insurance coverage. Licensee shall ensure that District is furnished evidence, satisfactory to District, of continuation of such insurance each year during the term of this License. If the Licensee is a governmental entity and is self-insured, then at all times during the term of this License, Licensee agrees to self insure against liability for damage claims through use of or arising out of accidents occurring in and around the Easement in minimum amount of coverage amounts acceptable to the District. Licensee shall provide to District, at the time this License is presented for approval by District's governing body, a letter evidencing such self insurance coverage. Licensee shall ensure that District is furnished evidence, satisfactory to District, of continuation of such insurance each year during the term of this License. The insurance requirements contained herein are not intended nor shall inure to the benefit of any third party.

12.3 District shall have no liability to Licensee for any damage to Licensee's property on the Easement, and Licensee shall hold District, its officers, directors, employees,

engineers, attorneys, and agents harmless from any claim, damage, or demand resulting from such damage.

13.0 MAINTENANCE

13.1. Licensee shall be responsible for any and all maintenance associated with Licensee's use of its facilities in the Easement. Such maintenance shall include, but not be limited to: (a) repair and upkeep of the Easement and Licensee's facilities located thereon; (b) removal of deposited sediment, trash, weeds, and other debris from within the Easement; (c) control of vectors and other pests associated with the Easement and Licensee's facilities located thereon. Such maintenance shall be conducted by Licensee as needed, annually or on written request by District, between the end of each irrigation season and December 31, or at other times upon written notification by District or Licensee. Such maintenance shall not interfere in any manner whatsoever with the construction, operation, and maintenance of any part of District's facilities or the Rio Grande Reclamation Project. District shall be notified at least forty-eight (48) hours in advance of any planned maintenance, unless under emergency conditions when notification shall be timely. Any violation by Licensee of its maintenance obligation as set forth in this section shall constitute a breach of this License by Licensee and shall entitle District to invoke any and all remedies provided under this License or otherwise by law.

13.2 Damage to District's Facilities. In addition to all other remedies provided under this License and by law to District, Licensee shall repair or reimburse the District for the repair costs and any other actual damages to the District's facilities, which damages are caused by Licensee's maintenance, operation, or use of the Easement, whether or not such damages are caused by Licensee's negligence or Act of God.

14.0 NO WARRANTY OF TITLE

District makes no warranties or representations of title or interest in the Easement or legal authority to make this License. This License is granted only to the extent of District's interest, if any, in the Easement and is subject to all prior and existing leases, easements, licenses, and other rights of use pertaining to the site of the Easement.

15.0 DEFAULT

In the event of any breach by Licensee in the performance of any term or condition of this License which breach continues for thirty (30) days after written notice from District of such breach, District may declare a default and terminate this License without further notice, and/or invoke any other remedy provided by this license or law or equity,

including without limitation, injunctive relief and damages without refund of any consideration or of any amounts previously paid to District by Licensee.

16.0 USE OF EASEMENT BY DISTRICT

District retains and reserves all right, title and interest in the Easement and in the site of the Easement, and shall continue to enjoy the use of the Easement, including all surface, subsurface and aerial portions, for any and all purposes not inconsistent with the use granted to Licensee by this License. District shall have the right to use the Easement without payment to Licensee.

17.0 NOTICES

17.1 All notices, requests, demands, and other communications required by or made in connection with this License shall be in writing and shall be deemed given in personally delivered or mailed, certified mail, return receipt requested, or sent by overnight carrier to the following addresses:

If to Licensee, to:

City Manager
The City of El Paso
2 Civic Center Plaza, 4th Floor of City Hall
El Paso, Texas 79901
Phone (915) 541-4200
Fax (915) 541-4441

If to District, to:

General Manager
El Paso County Water Improvement District No. 1
P.O. Box 749
Clint, Texas 79836-0749
Phone (915) 872-4000
Fax (915) 851-0816

17.2 Any notice given in accordance with this Section shall be deemed received upon receipt if by personal delivery, two (2) days after deposit in the U.S. Mail if sent certified mail, or the following business day if sent by overnight carrier.

17.3 District and Licensee shall promptly notify the other party of any changes in address, telephone number or facsimile number.

18.0 EXPIRATION OR TERMINATION

18.1 Within sixty (60) days after expiration or termination of this License, Licensee shall remove all of the Licensee's facilities from the Easement and shall restore the site of the Easement to the condition that such Easement existed at the commencement of this License or to a condition that is reasonably close to the condition that such Easement existed at the commencement of this License and is approved in writing by the District. Upon Licensee's failure to remove its facilities from the Easement within sixty (60) days after the expiration, termination, or revocation of this License, Licensee shall pay District for all of District's expenses related to removal of the facilities.

18.2 Any illegal use of or illegal activity by the Licensee on the Easement or the site of the Easement shall be cause for immediate termination of this License.

19.0 ENTIRE AGREEMENT

This License contains the entire agreement between the parties and supersedes previous agreements or licenses, if any, relating to the subject matter of this License. Any oral representations or modifications concerning this License shall be of no force and effect. Any subsequent amendment or modification must be in writing and agreed to by the parties.

20.0 ASSIGNMENT

The Licensee may assign this License to any successor to the Licensee whether by merger, consolidation, sale of assets, or otherwise; provided that successor shall be bound by and comply with the terms of this License, that the successor is in good standing with the District, and that the Licensee first obtain the written approval of the District.

21.0 TEXAS LAW TO APPLY

This License is to be construed under Texas law. Venue for any suit brought on this License by either party shall be El Paso County, Texas in a court of competent jurisdiction.

22.0 SEVERABILITY

If any one or more of the provisions contained in this License are for any reason held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability will not affect any other provision of this License, which will be

construed as if it had not included the invalid, illegal, or unenforceable provision, provided such provision or provisions are not essential to the substance of this License. If such provision or provisions are essential to the substance of this License, this License shall be deemed null and void, and there shall be no refund of any consideration paid in connection with this License.

23.0 RIGHTS AND REMEDIES CUMULATIVE

The rights and remedies provided by this License are cumulative, and either party's use of any right or remedy will not preclude or waive its right to use any other remedy. The rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

24.0 ATTORNEY'S FEES

If, as a result of either party's default under this License, the other party employs an attorney or attorneys to enforce its rights under this License, then the party adjudged to be in default will pay the other party the reasonable attorney's fees and costs incurred to enforce the License.

25.0 TITLES

The titles of the articles, paragraphs, and sections of this License are intended for the convenience of the parties and shall have no effect and shall neither limit nor amplify the provisions of this License.

26.0 RECORDING OF LICENSE

The District may record this License with the Real Property Records of El Paso County, Texas.

27.0 APPLICATION TO USE DISTRICT REAL PROPERTY

This License is granted, in part, based in the reliance on the information supplied and the interpretation made by the Licensee to the District in the Licensee's "Application to Use District Property" and that such information was true and correct. Should any part of such information be determined by the District to be incorrect or wrong, this License may be reevaluated by the District. If this License, based on the correct information, is found by the District to be detrimental to the District interests, then the Licensee may be determined by the District to be in breach and invoke the provisions of Section 15 of this License.

28.0 DISCHARGE OF NON-AGRICULTURAL STORM WATER OR RUNOFF

This license does not permit the discharge of any kind into the District's drainage or irrigation canals or other facilities. Such prohibited discharges included, but are not limited to, non-agricultural storm water, runoff from non agricultural land, groundwater, effluent, sewage, or chemicals of any kind, with the single exception that if the location of the easement in consideration under this License is within the City of El Paso's Extra Territorial Jurisdiction, and the Licensee plans on discharging storm water runoff, the Licensee must obtain written permission from the City of El Paso for the term of this License to discharge storm water and the Licensee must provide a copy of such permission to the District. All types of discharge other than storm water permitted and approved by the City of El Paso are prohibited and any other discharge by the Licensee shall be reasons for immediate termination, without notice, of this License by the District.

29.0 ADEQUACY OF FACILITIES

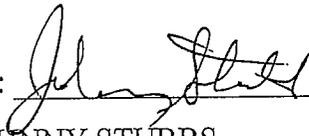
By executing this License, the Licensee acknowledges that District makes no warranty, promises, or conditions regarding the adequacy of the District's facilities, including but not limited to the District's drainage and irrigation canals, to convey water, including storm water runoff or flood water. The Licensee further acknowledges that during flooding water may flow from the District facilities and flood the easement under considered under this license, the Licensee's land, property, and/or facilities, and to the maximum extent allowable by law, Licensee agrees to indemnify and hold the District and its officers, directors, employees, engineers, attorneys, and agents harmless from any and all liability, loss, claims, demands or actions arising out of or resulting from injury to or death of persons, or damage to or loss of property, including environmental damage, in connection with any flooding or storm water that may result, in part or in full, because of the Licensee use of the easement considered under this License.

30.0 CONSTRUCTION CONTRACTOR

Licensee shall incorporate the terms and conditions of this License in any construction contract applicable to this License. Any contractor employed by Licensee shall, in its contract with Licensee, expressly assume performance of the work subject to the terms and conditions of this License.

IN WITNESS WHEREOF, the parties have executed this License in duplicate counterparts, each of which has the full force and effect of an original. This License is effective on the date written below on the signature line for the District:

El Paso County Water Improvement District No. 1

By:  Date: 8/10/11
JOHNNY STUBBS
President, Board of Directors

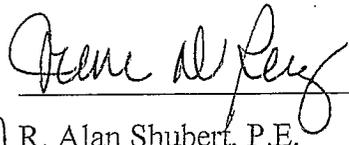
Licensee: The City of El Paso

Joyce Wilson, City Manager

APPROVED AS TO FORM:


Cynthia S. Osborn
City Attorney

APPROVED AS TO CONTENT:


for R. Alan Shubert, P.E.
City Engineer

Being a portion of
La Union East Lateral,
Block 10, Upper Valley Surveys
City of El Paso, El Paso County, Texas
April 16, 2010

EASEMENT DESCRIPTION

Description of a portion of La Union East Lateral, out of Block 10 of the Upper Valley Surveys, El Paso County, Texas and being more particularly described by metes and bounds as follows:

The "TRUE POINT OF BEGINNING" being a set 1/2" rebar with cap marked TX 5152 for the northeasterly corner of said proposed crossing easement said point being on the common boundary line of tract 1F, Block 10, Upper Valley Surveys from which National Geodetic Survey Control Monument "Chino" bears North 41°12'04" East a distance of 20,369.19 feet, said point has a coordinate value of North 10,717,710.86, East 358,754.95 in the central zone of the Texas Coordinate System NAD 1983 Datum.

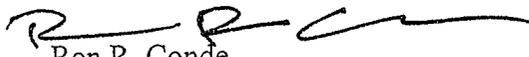
Thence along said common boundary line South 01°29'24" East (S01°45'00"E Vol. 4789, Pg. 1179) and passing the common boundary line of tracts 1F and 1J at a distance of 43.05 feet a total distance of 106.00 feet to a found 1/2" rebar with cap on the westerly line of Tract 1J, Block 10, Upper Valley Surveys;

Thence leaving said boundary line South 88°30'36" West a distance of 50.00 feet to a found 1/2" rebar with cap marked TX 5152 on the easterly boundary line of a 50' La Union East Lateral;

Thence along said boundary line North 01°29'24" West a distance of 106.00 feet to a found 1/2" rebar with cap marked TX 5152;

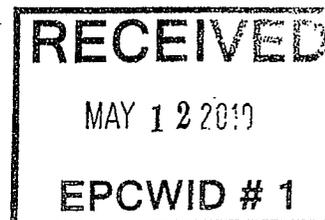
Thence leaving said boundary line North 88°30'36" East a distance of 50.00 feet to the "TRUE POINT OF BEGINNING" and containing in all 5300 square feet or 0.1217 Acres of land more or less.

A Plat of even date accompanies this description.


Ron R. Conde
R.P.L.S. No. 5152



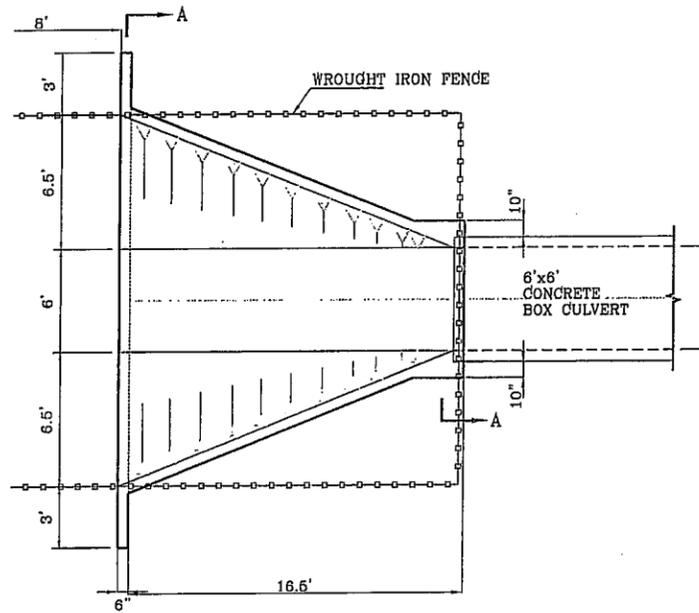
job#504-49
LGL04\50449.LGL



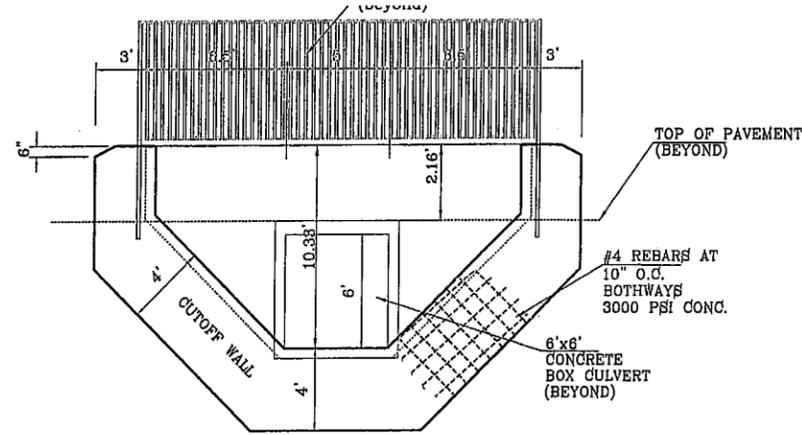
CONDE, INC.
ENGINEERING / LAND SURVEYING / PLANNING
1790 LEE TREVINO SUITE 400 / EL PASO, TEXAS 79936 / (915) 592-0283

EXHIBIT A

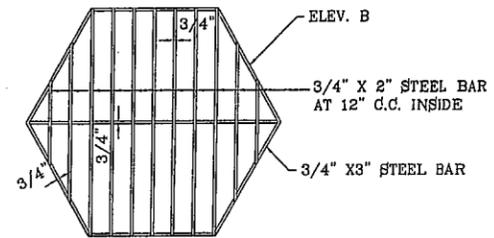
1202



PLAN VIEW
SCALE: 1"=4'



SECTION A-A
SCALE: 1"=4'



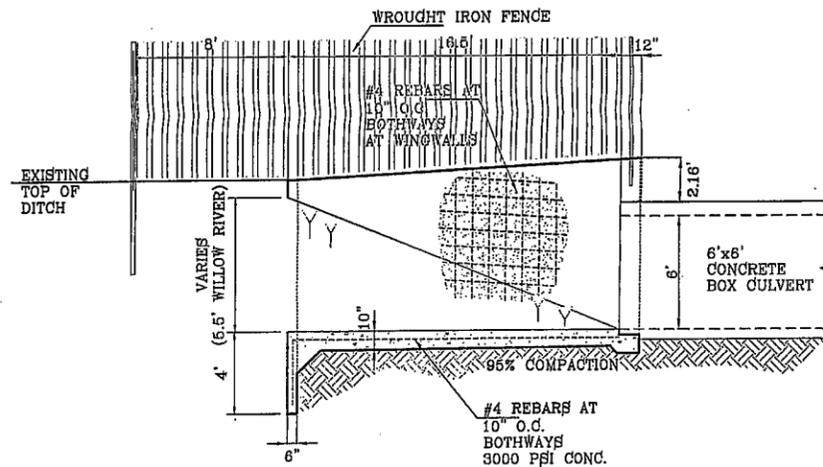
SAFETY RACK
SCALE: 1"=2'

NOTES:

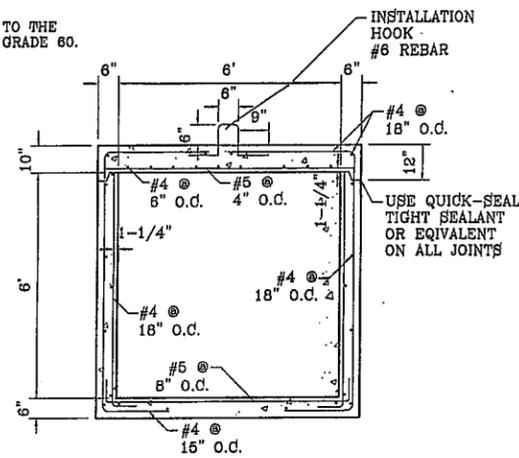
- SAFETY RACKS SHALL BE INSTALLED ON SIPHONS AND CULVERTS WHERE REQUIRED.
- INSTALLATION SHALL PROVIDE 3:1 OR FLATTER SLOPE OF RACK.
- RACK SHALL BE GALVANIZED.

CONSTRUCTION NOTES:

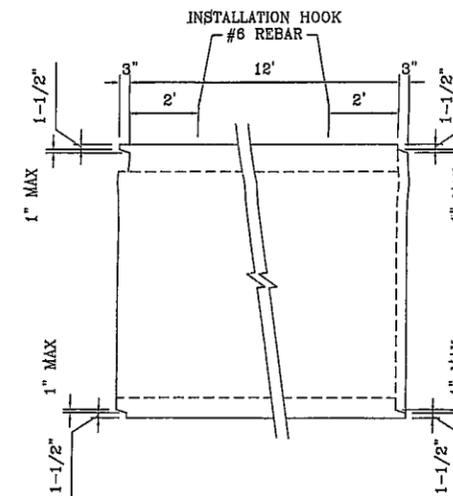
- ALL CONCRETE FOR STRUCTURES SHALL BE 3000 PSI. UNLESS OTHERWISE NOTED.
- MINIMUM COVER FOR REINFORCING STEEL SHALL BE 2" UNLESS OTHERWISE NOTED.
- 95% COMPACTION REQUIRED FOR STRUCTURES AS PER ASTM D1557.
- REINFORCING SHALL CONFORM TO THE REQUIREMENTS OF ASTM A616 GRADE 60.



LONGITUDINAL SECTION
SCALE: 1"=4'



SECTION B-B
SCALE: 1"=2'



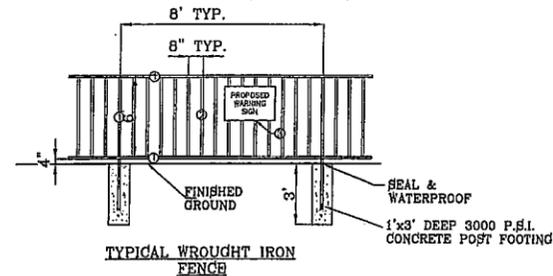
SIDE VIEW
SCALE: 1"=2'

5. 95% COMPACTION REQUIRED ON FILLS.

NOTES:

- DESIGN AND CONSTRUCT REINFORCED CONCRETE TO MEET STRESS REQUIREMENTS. MINIMUM 3,000 PSI AT 28 DAYS.
- BOTTOM WIDTH "W" TO MATCH DESIGN WIDTH OF WATERWAY, OR WIDER.
- HEADWALLS AND CUTOFF WALLS TO BE NORMAL TO CENTERLINE OF WATERWAYS.
- MINIMUM LENGTH OF TRANSITION IS (3x) THE VERTICAL HEIGHT OF BOX.
- ELEVATION OF TOP OF HEADWALL AND WINGWALLS TO PROVIDE 12" FREE BOARD ABOVE HIGHWATER.
- ELEVATION "B" TO MATCH DESIGN BOTTOM GRADE.
- ELEVATION "D" TO PROVIDE MINIMUM OF 6" BETWEEN HIGHWATER AND ROOF OF BOX.
- PLACE ENTIRE BOX ON UNDISTURBED NATURAL SOIL OR COMPACTED BACKFILL.

- 3"x3"x3/16" SQUARE STEEL TUBING
- 1 1/2"x1/2"x16 GA. RECTANGULAR STEEL TUBING
- ALTERNATE WARNING SIGN LOCATIONS



TYPICAL WROUGHT IRON FENCE

BENCHMARKS	
MARKED SPICE AT THE INTERSECTION OF HIGHWAY ROAD AND WINDING ROAD	ELEVATION: 3800.46 (CITY DATUM)
MARKED SPICE FOR TULLAH ELEVATION STRIKE (STATE)	ELEVATION: 3800.46 (CITY DATUM)
REVISIONS	
DATE	BY
6-7-2010	USBR
7-7-2010	REPLACE CULVERT WITH 6'x6' CONCRETE BOX CULVERT WITH WROUGHT IRON FENCE
11-1-2010	WROUGHT IRON FENCE

PROJECT NAME
ARTCRAFT ESTATES
BEING ALL OF TRACTS 1F, 3B, 3B1A AND 3C, AND PORTION OF TRACTS 1I, 1J AND 1K, BLOCK 10, UPPER VALLEY SURVEYS, CITY OF EL PASO, EL PASO COUNTY, TEXAS. CONTAINING: 61.46 ACRES

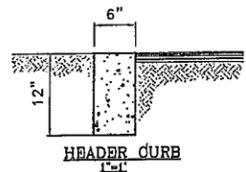
SCALE
Horiz: AS NOTED
Vert: ---
DATE: JUNE 2009
DESIGN BY: Y.C.
INTEGRATED BY: O.M.
CHKD. BY: Y.C.
JOB NO.

ENGINEER'S SEAL
CONDE INC.
ENGINEERING / PLANNING
SURVEYING / GPS
1700 LEB WINDING DR. STE 400
EL PASO, TEXAS 79926

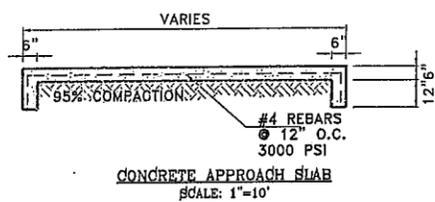
CONDE INC.

SHEET TITLE
WILLOW CULVERT STRUCTURE DETAILS
SHT 2 OF 2

RECEIVED
AUG - 8 2011
EPCWID # 1



- HEADER CURB NOTES:**
1. CONCRETE TO BE 3000 PSI MIN.
 2. DUMMY JOINT REQUIRED AT 10' O.C. FOR HEADERS AND 5' O.C. FOR SIDEWALKS.
 3. EXPANSION MATERIAL REQUIRED AT CURB RETURNS WITH 1/2" PREMOULDED ASPHALT IMPREGNATED EXPANSION MATERIAL OR EQUAL.
 4. EXPANSION JOINTS REQUIRED AT 50' O.C. WHEN FORMING FOR HEADERS.
 5. EXPANSION JOINTS REQUIRED FOR SIDEWALK AT 20' O.C.

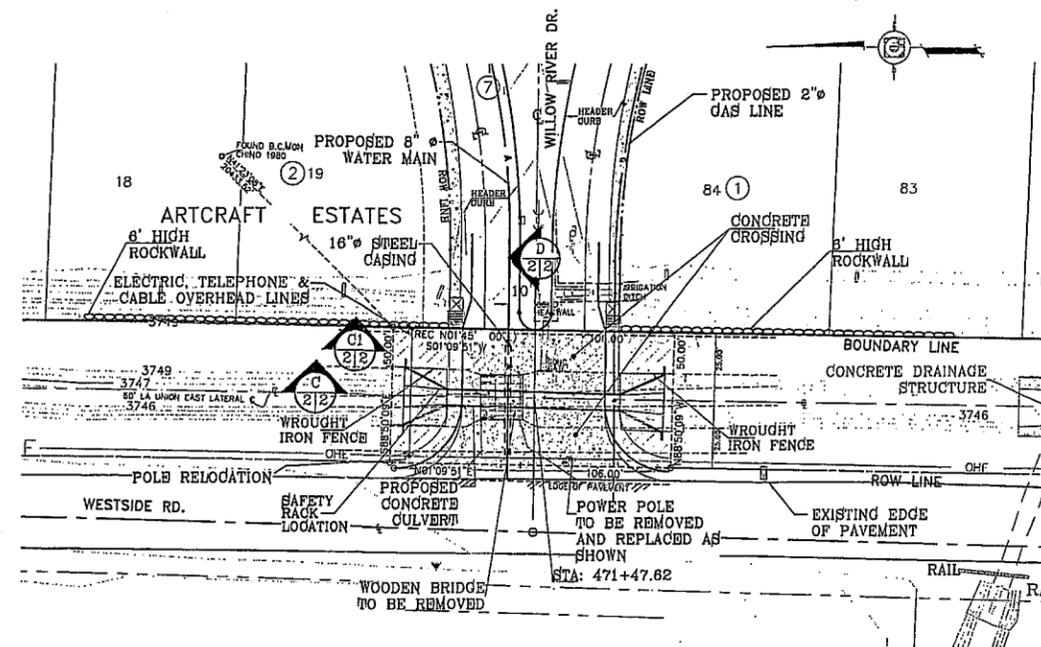


CONSTRUCTION NOTES:

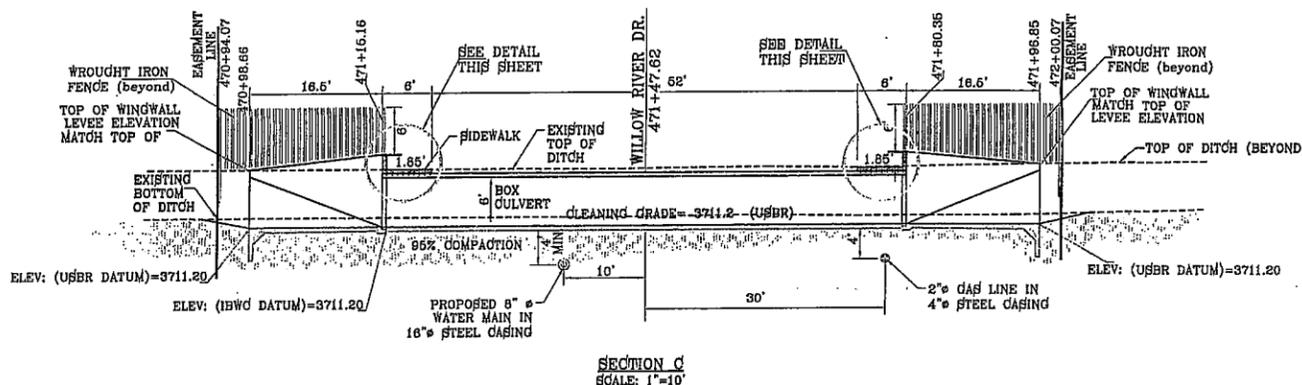
1. ALL CONCRETE FOR STRUCTURES SHALL BE 3000 PSI, UNLESS OTHERWISE NOTED.
2. MINIMUM COVER FOR REINFORCING STEEL SHALL BE 2" UNLESS OTHERWISE NOTED.
3. 95% COMPACTION REQUIRED FOR STRUCTURES AS PER ASTM D1657.
4. REINFORCING SHALL CONFORM TO THE REQUIREMENTS OF ASTM A616 GRADE 60.
5. 95% COMPACTION REQUIRED ON FILLS.

NOTE:

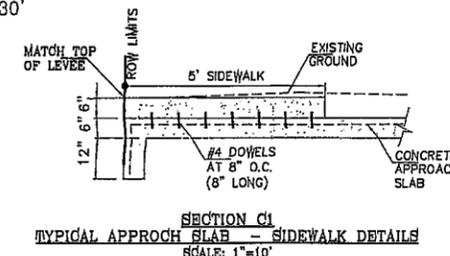
1. NO OBSTRUCTION MAY BE ERRECTED THAT PREVENTS THE DISTRICT FROM ACCESSING ITS FACILITIES FOR MAINTENANCE FROM WILLOW RIVER DR.
2. NO OPEN CUTS ARE PERMITTED DURING IRRIGATION SEASON.
3. LATERAL STATIONING REFERENCE POINT IS FACE OF CONCRETE CHECK GATE AT STATION 482+94.00 LA UNION LATERAL.



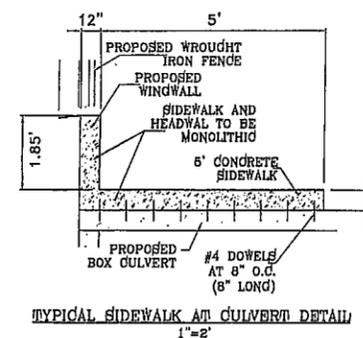
WILLOW RIVER CULVERT #2-PLAN VIEW
1"=30'



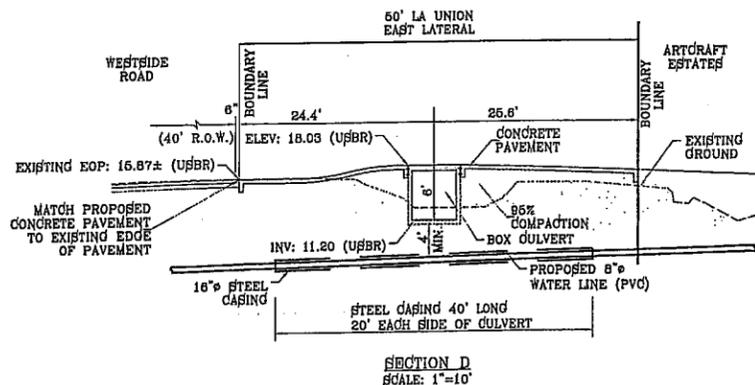
SECTION C
SCALE: 1"=10'



SECTION C1
TYPICAL APPROACH SLAB - SIDEWALK DETAILS
SCALE: 1"=10'



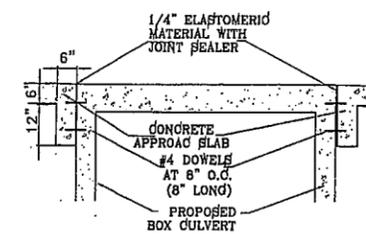
TYPICAL SIDEWALK AT CULVERT DETAIL
1"=2'



SECTION D
SCALE: 1"=10'

THE EL PASO COUNTY WATER IMPROVEMENT DISTRICT No. 1 (DISTRICT) APPROVES THESE DRAWINGS AS MEETING THE DISTRICT DESIGN STANDARDS IN EFFECT ON THE DATE BELOW. THE DISTRICT HAS NOT REVIEWED THESE DRAWINGS FOR ANY PURPOSE OTHER THAN THOSE SET FORTH IN THE DISTRICT'S DESIGN STANDARDS AND THE DISTRICT DOES NOT WARRANT TO ANYONE THAT ANY OF THE INFORMATION, DESIGNS, SPECIFICATIONS, OR ANY OTHER INFORMATION REPRESENTED ON THESE DRAWINGS IS APPROPRIATE, SUITABLE, OR OTHERWISE SUFFICIENT FOR SAFETY OR STRUCTURAL INTEGRITY OR ANY OTHER PURPOSE.

BY: *[Signature]* DATE: 8-10-11
BY: EL PASO COUNTY WATER IMPROVEMENT DISTRICT No. 1



TYPICAL APPROACH SLAB AT CULVERT DETAIL
1"=2'

DATE	REVISIONS	BY
11-1-2010	MISC & WROUGHT IRON FENCE REMOVED ROLLER CURB FROM CROSSING	RO
8-7-2010	REPLACE CULVERT WITH BOX CULVERT	RO
8-7-2010	USBR COMMENTS	RO
8-7-2010	BENCHMARKS	RO
8-7-2010	RAILROAD SPINE AT THE CENTERLINE INTERSECTION OF WESTSIDE ROAD AND WILLOW RIVER DR. (U.S. 83)	RO
8-7-2010	RAILROAD SPINE FOR U.S. 83 ELEVATION: 2714.0 (U.S. 83)	RO
8-28-06	UTILITY ADDITION	OA
7-25-06	LOVED SURVEYSON BOUNDARY	RO
5-1-2010	ADDED CROSSING EASEMENT & NEW PLAT	RO
5-1-2010	SEPARATED CROSSING	RO
5-25-2010	USBR ELEVATIONS	RO

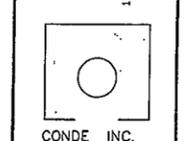
ARTCRAFT ESTATES

BEING ALL OF TRACTS 1F, 3B, 3B1A, AND 3C, AND PORTION OF TRACTS 1J, 1J1, AND 1K, BLOCK 10, UPPER VALLEY SURVEYS, CITY OF EL PASO, EL PASO COUNTY, TEXAS. CONTAINING: 61.46 ACRES

SCALE
Horizontal: 1"=30'
Vertical:
DATE: JUNE 2008
DESIGN BY: Y.C.
INITIATED BY: O.M.
CHECKED BY: Y.C.
JOB NO.:



CONDE INC.
ENGINEERING / PLANNING
SURVEYING / GPS
1790 LEE TREVINO DR.
EL PASO, TEXAS 79938



SHEET TITLE
STRUCTURES
WILLOW RIVER CULVERT
SHT 1 OF 2

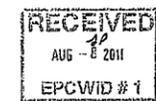


EXHIBIT C
LICENSE AGREEMENT (La Union East Lateral Canal Station 459+92)

LICENSE FOR PUBLIC-USE OF DISTRICT REAL PROPERTY
The City of El Paso - 1 - 6' X 6' Concrete Box Culvert and Headwall Structure
Crossing La Union East Lateral Canal at Station 459+92

This License is entered into between the El Paso County Water Improvement District No. 1, a political subdivision of the State of Texas existing pursuant to Article XVI, Section 59, of the Constitution of the State of Texas ("District"), and The City of El Paso ("Licensee"), a home-rule municipal corporation.

WITNESSETH

In consideration of the mutual covenants and agreements of this License and other good and valuable consideration, the parties agree as follows:

1.0 PURPOSE OF LICENSE

Subject to the terms and conditions described herein, this License is for the sole purpose of the Licensee's use to construct, operate, install, maintain, inspect, repair, replace, or remove a 1 - 6' X 6' Concrete Box Culvert and Headwall Structure at the location shown as the "Easement" described and depicted on the survey drawings and field notes attached as Exhibit "A", being a total surface area of 4,700 square feet, and engineering drawing attached as Exhibit "B"; all of which are fully incorporated herein by this reference. The purpose of the Easement is limited to the construction of, and use as, a public road on the surface only and shall not extend to the use by any utility except as may be required by law. Any substantial or significant addition or changes to the use set forth in the application for this License may require administrative review and a reasonable fee for such review.

2.0 TERM OF LICENSE

The term of this License shall be for fifty (50) years commencing on August 10, 2011, (the Commencement Date) and expiring at midnight August 9, 2061, (the Expiration Date).

3.0 CONSIDERATION

This License is granted for good and valuable consideration including Licensee's payment to District of the sum of \$23,500.00 upon execution of this License.

4.0 LICENSE RENEWAL

Licensee may request that the District renew this License for a fifty (50) year term so long as Licensee has not breached the terms and conditions of this License during the initial term. Licensee shall make such request by written notice to the District at least sixty (60) days prior to the Expiration Date. Prior to the effective date of any renewal of this License, Licensee shall pay to the District a fee to be negotiated by the District and Licensee. **THE DISTRICT RETAINS THE RIGHT TO DENY ANY REQUEST TO RENEW THIS LICENSE FOR ANY REASON.** Nothing in this License shall prevent Licensee from exercising its eminent domain powers.

5.0 RIGHT OF INGRESS AND EGRESS

The District grants to Licensee the right of ingress and egress to the Easement for the purposes identified in this License in Section 1.0 set out above, provided that the Licensee shall not disturb or interfere with District's use of the Easement or any other property of District, including without limitation any surface, subsurface or aerial portions.

6.0 COORDINATION OF CONSTRUCTION

6.1 Licensee agrees to give notice to the District and coordinate with the District's Maintenance Supervisor forty-eight (48) hours prior to any construction by Licensee, its agent(s) or contractor(s) on the Easement. To the extent any construction on the Easement may have already commenced, the District shall have the right to inspect and review such construction to determine whether the same meets the District's Design Standards in effect at the time such inspection or review is done by the District. If the District determines that any part of such construction does not meet the District's Design Standards, then within twenty-one (21) calendar days after written notification from District, the Licensee shall modify or reconstruct any such construction in a manner consistent with the District's Design Standards, as well as applicable federal, state, local laws, and the National Electrical Safety Code (NESC) standards.

6.2 If the District determines that any part of such construction does not comply with the Application To Use District Property submitted by Licensee, does not meet the District's Design Standards, or interferes with the operation, maintenance or administration by the District of its facilities, the District shall have the right to order, on not less than three (3) hours written notice from the District's General Manager, that all construction cease until corrective action taken by Licensee, its contractors or agents which, in the sole and absolute judgment of the District's licensed engineer, is adequate to remedy the problem cited for the work stoppage.

7.0. OPERATING RULES AND LAWS

Licensee represents, warrants, and agrees that it will conduct its activities on the Easement in compliance with all applicable environmental laws, ordinances, rules, regulations and policies and shall comply with all federal, state and local laws, ordinances, rules, regulations and policies applicable to its construction and operations under this License.

8.0 CULTURAL VALUES

Should evidence of historical, archeological, or paleontological sites be discovered in the course of Licensee's construction or use of the Easement, Licensee shall immediately suspend construction or operations and advise the District. Licensee acknowledges the existence of an agreement between the District and the State of Texas and/or the State Historical Preservation Officer for the State of Texas and accepts this License subject to all provisions of such agreement.

9.0 CONCEALED CONDITIONS OR OBSTACLES

Licensee accepts the Easement in its existing condition. Except to the extent liable under the Texas Tort Claims Act, District shall not be responsible for any condition (open or concealed), defects, or obstacles encountered by Licensee, and District makes no warranties or representations related to any condition of the Easement. .

10.0 INTERFERENCE PROHIBITED

Licensee's activities shall be conducted so as not to interfere with the operation, maintenance or administration by District of its water improvement district and its facilities. Licensee shall reimburse District for any documented repairs, maintenance or expense required or incurred by District, which repair, maintenance, or expense is caused by Licensee's activities on the Easement. Licensee shall make such reimbursement within 30 days after written notice to Licensee.

11.0 USE LIMITATION

11.1 Use of the Easement by Licensee is limited to those uses specified in this License. This License (a) does not grant any rights to water; and (b) does not allow Licensee to restrict entry or use by District, its agents, servants, employees, constructors, or invitees to the Easement, or any surface, subsurface or aerial portions of it.

11.2 Licensee shall never dedicate, grant, or convey any right to this Easement to a third party without the prior written consent of District. Any dedication, grant, or conveyance of any right to this Easement by the Licensee, including but not limited to, dedication,

grant, or conveyance of a public highway, street, or roadway, without the prior written consent of District shall not be valid and shall constitute a breach of the obligations imposed upon Licensee under this License and entitle District to invoke any remedy District may have under the terms of this License or otherwise by law.

12.0 INDEMNITY AND INSURANCE

12.1 To the maximum extent allowable by law, Licensee agrees to indemnify and hold the District and its officers, directors, employees, engineers, attorneys, and agents harmless from any and all liability, loss, claims, demands or actions arising out of or resulting from injury to or death of persons, or damage to or loss of property, including environmental damage, in connection with Licensee's use of or presence on the Easement; but in each instance, only to the extent the liability, loss, claim, demand, or action is determined attributable to Licensee's negligence, gross negligence, strict liability in tort or willful misconduct. This provision shall survive the expiration or earlier termination of this License.

12.2 At all times during the term of this License, Licensee agrees to procure and maintain in force, at its expense, a commercial general liability insurance policy adequate to protect District against liability for damage claims through use of or arising out of accidents occurring in and around the Easement, in minimum coverage amounts acceptable to District. Such insurance policy shall name District as an additional insured and contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days' prior written notice has been given to District. Licensee shall provide to District, at the time this License is presented for approval by District's governing body, a certificate evidencing such insurance coverage. Licensee shall ensure that District is furnished evidence, satisfactory to District, of continuation of such insurance each year during the term of this License. If the Licensee is a governmental entity and is self-insured, then at all times during the term of this License, Licensee agrees to self insure against liability for damage claims through use of or arising out of accidents occurring in and around the Easement in minimum amount of coverage amounts acceptable to the District. Licensee shall provide to District, at the time this License is presented for approval by District's governing body, a letter evidencing such self insurance coverage. Licensee shall ensure that District is furnished evidence, satisfactory to District, of continuation of such insurance each year during the term of this License. The insurance requirements contained herein are not intended nor shall inure to the benefit of any third party.

12.3 District shall have no liability to Licensee for any damage to Licensee's property on the Easement, and Licensee shall hold District, its officers, directors, employees,

engineers, attorneys, and agents harmless from any claim, damage, or demand resulting from such damage.

13.0 MAINTENANCE

13.1. Licensee shall be responsible for any and all maintenance associated with Licensee's use of its facilities in the Easement. Such maintenance shall include, but not be limited to: (a) repair and upkeep of the Easement and Licensee's facilities located thereon; (b) removal of deposited sediment, trash, weeds, and other debris from within the Easement; (c) control of vectors and other pests associated with the Easement and Licensee's facilities located thereon. Such maintenance shall be conducted by Licensee as needed, annually or on written request by District, between the end of each irrigation season and December 31, or at other times upon written notification by District or Licensee. Such maintenance shall not interfere in any manner whatsoever with the construction, operation, and maintenance of any part of District's facilities or the Rio Grande Reclamation Project. District shall be notified at least forty-eight (48) hours in advance of any planned maintenance, unless under emergency conditions when notification shall be timely. Any violation by Licensee of its maintenance obligation as set forth in this section shall constitute a breach of this License by Licensee and shall entitle District to invoke any and all remedies provided under this License or otherwise by law.

13.2 Damage to District's Facilities. In addition to all other remedies provided under this License and by law to District, Licensee shall repair or reimburse the District for the repair costs and any other actual damages to the District's facilities, which damages are caused by Licensee's maintenance, operation, or use of the Easement, whether or not such damages are caused by Licensee's negligence or Act of God.

14.0 NO WARRANTY OF TITLE

District makes no warranties or representations of title or interest in the Easement or legal authority to make this License. This License is granted only to the extent of District's interest, if any, in the Easement and is subject to all prior and existing leases, easements, licenses, and other rights of use pertaining to the site of the Easement.

15.0 DEFAULT

In the event of any breach by Licensee in the performance of any term or condition of this License which breach continues for thirty (30) days after written notice from District of such breach, District may declare a default and terminate this License without further notice, and/or invoke any other remedy provided by this license or law or equity,

including without limitation, injunctive relief and damages without refund of any consideration or of any amounts previously paid to District by Licensee.

16.0 USE OF EASEMENT BY DISTRICT

District retains and reserves all right, title and interest in the Easement and in the site of the Easement, and shall continue to enjoy the use of the Easement, including all surface, subsurface and aerial portions, for any and all purposes not inconsistent with the use granted to Licensee by this License. District shall have the right to use the Easement without payment to Licensee.

17.0 NOTICES

17.1 All notices, requests, demands, and other communications required by or made in connection with this License shall be in writing and shall be deemed given in personally delivered or mailed, certified mail, return receipt requested, or sent by overnight carrier to the following addresses:

If to Licensee, to:

City Manager
The City of El Paso
2 Civic Center Plaza, 4th Floor of City Hall
El Paso, Texas 79901
Phone (915) 541-4200
Fax (915) 541-4441

If to District, to:

General Manager
El Paso County Water Improvement District No. 1
P.O. Box 749
Clint, Texas 79836-0749
Phone (915) 872-4000
Fax (915) 851-0816

17.2 Any notice given in accordance with this Section shall be deemed received upon receipt if by personal delivery, two (2) days after deposit in the U.S. Mail if sent certified mail, or the following business day if sent by overnight carrier.

17.3 District and Licensee shall promptly notify the other party of any changes in address, telephone number or facsimile number.

18.0 EXPIRATION OR TERMINATION

18.1 Within sixty (60) days after expiration or termination of this License, Licensee shall remove all of the Licensee's facilities from the Easement and shall restore the site of the Easement to the condition that such Easement existed at the commencement of this License or to a condition that is reasonably close to the condition that such Easement existed at the commencement of this License and is approved in writing by the District. Upon Licensee's failure to remove its facilities from the Easement within sixty (60) days after the expiration, termination, or revocation of this License, Licensee shall pay District for all of District's expenses related to removal of the facilities.

18.2 Any illegal use of or illegal activity by the License on the Easement or the site of the Easement shall be cause for immediate termination of this License.

19.0 ENTIRE AGREEMENT

This License contains the entire agreement between the parties and supersedes previous agreements or licenses, if any, relating to the subject matter of this License. Any oral representations or modifications concerning this License shall be of no force and effect. Any subsequent amendment or modification must be in writing and agreed to by the parties.

20.0 ASSIGNMENT

The Licensee may assign this License to any successor to the Licensee whether by merger, consolidation, sale of assets, or otherwise; provided that successor shall be bound by and comply with the terms of this License, that the successor is in good standing with the District, and that the Licensee first obtain the written approval of the District.

21.0 TEXAS LAW TO APPLY

This License is to be construed under Texas law. Venue for any suit brought on this License by either party shall be El Paso County, Texas in a court of competent jurisdiction.

22.0 SEVERABILITY

If any one or more of the provisions contained in this License are for any reason held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability will not affect any other provision of this License, which will be

construed as if it had not included the invalid, illegal, or unenforceable provision, provided such provision or provisions are not essential to the substance of this License. If such provision or provisions are essential to the substance of this License, this License shall be deemed null and void, and there shall be no refund of any consideration paid in connection with this License.

23.0 RIGHTS AND REMEDIES CUMULATIVE

The rights and remedies provided by this License are cumulative, and either party's use of any right or remedy will not preclude or waive its right to use any other remedy. The rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

24.0 ATTORNEY'S FEES

If, as a result of either party's default under this License, the other party employs an attorney or attorneys to enforce its rights under this License, then the party adjudged to be in default will pay the other party the reasonable attorney's fees and costs incurred to enforce the License.

25.0 TITLES

The titles of the articles, paragraphs, and sections of this License are intended for the convenience of the parties and shall have no effect and shall neither limit nor amplify the provisions of this License.

26.0 RECORDING OF LICENSE

The District may record this License with the Real Property Records of El Paso County, Texas.

27.0 APPLICATION TO USE DISTRICT REAL PROPERTY

This License is granted, in part, based in the reliance on the information supplied and the interpretation made by the Licensee to the District in the Licensee's "Application to Use District Property" and that such information was true and correct. Should any part of such information be determined by the District to be incorrect or wrong, this License may be reevaluated by the District. If this License, based on the correct information, is found by the District to be detrimental to the District interests, then the Licensee may be determined by the District to be in breach and invoke the provisions of Section 15 of this License.

28.0 DISCHARGE OF NON-AGRICULTURAL STORM WATER OR RUNOFF

This license does not permit the discharge of any kind into the District's drainage or irrigation canals or other facilities. Such prohibited discharges included, but are not limited to, non-agricultural storm water, runoff from non agricultural land, groundwater, effluent, sewage, or chemicals of any kind, with the single exception that if the location of the easement in consideration under this License is within the City of El Paso's Extra Territorial Jurisdiction, and the Licensee plans on discharging storm water runoff, the Licensee must obtain written permission from the City of El Paso for the term of this License to discharge storm water and the Licensee must provide a copy of such permission to the District. All types of discharge other than storm water permitted and approved by the City of El Paso are prohibited and any other discharge by the Licensee shall be reasons for immediate termination, without notice, of this License by the District.

29.0 ADEQUACY OF FACILITIES

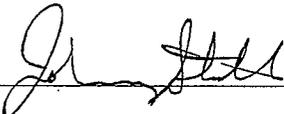
By executing this License, the Licensee acknowledges that District makes no warranty, promises, or conditions regarding the adequacy of the District's facilities, including but not limited to the District's drainage and irrigation canals, to convey water, including storm water runoff or flood water. The Licensee further acknowledges that during flooding water may flow from the District facilities and flood the easement under considered under this license, the Licensee's land, property, and/or facilities, and to the maximum extent allowable by law, Licensee agrees to indemnify and hold the District and its officers, directors, employees, engineers, attorneys, and agents harmless from any and all liability, loss, claims, demands or actions arising out of or resulting from injury to or death of persons, or damage to or loss of property, including environmental damage, in connection with any flooding or storm water that may result, in part or in full, because of the Licensee use of the easement considered under this License.

30.0 CONSTRUCTION CONTRACTOR

Licensee shall incorporate the terms and conditions of this License in any construction contract applicable to this License. Any contractor employed by Licensee shall, in its contract with Licensee, expressly assume performance of the work subject to the terms and conditions of this License.

IN WITNESS WHEREOF, the parties have executed this License in duplicate counterparts, each of which has the full force and effect of an original. This License is effective on the date written below on the signature line for the District:

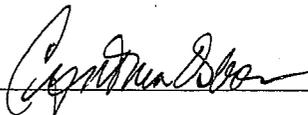
El Paso County Water Improvement District No. 1

By:  Date: 8/10/11
JOHNNY STUBBS
President, Board of Directors

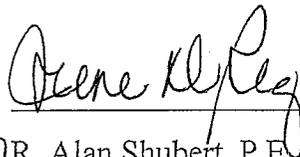
Licensee: The City of El Paso

Joyce Wilson, City Manager

APPROVED AS TO FORM:


Cynthia S. Osborn
City Attorney

APPROVED AS TO CONTENT:


for R. Alan Shubert, P.E.
City Engineer

Being a portion of
La Union East Lateral,
Block 10, Upper Valley Surveys
City of El Paso, El Paso County, Texas
April 16, 2010

EASEMENT DESCRIPTION

Description of a portion of La Union East Lateral, Block 10 of the Upper Valley Surveys, El Paso County, Texas and being more particularly described by metes and bounds as follows:

The "TRUE POINT OF BEGINNING" being a set 1/2" rebar with cap marked TX 5152 on the common boundary line of tract 3B, block 10, Upper Valley Surveys with the easterly boundary line of a 50' La Union East Lateral, from which National Geodetic Survey Control Monument "Chino" bears North 43°29'16" East a distance of 19,539.63 feet, said point has a coordinate value of North 10,717,710.86, East 358,754.95 in the central zone of the Texas Coordinate System NAD 1983 Datum.

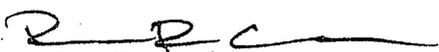
Thence along said common boundary line South 01°29'24" East (S01°45'00"E Vol. 4785, Pg. 1729) a distance of 94.00 feet to a found 1/2" rebar with cap on the westerly line of Tract 3B;

Thence leaving said boundary line South 88°30'36" West a distance of 50.00 feet to a found 1/2" rebar with cap marked TX 5152 on the easterly boundary line of a 50' La Union East Lateral;

Thence along said boundary line North 01°29'24" West a distance of 94.00 feet to a found 1/2" rebar with cap;

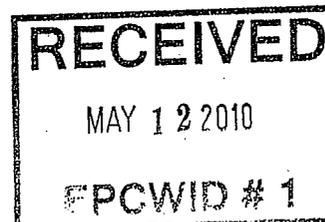
Thence leaving said boundary line North 88°30'36" East a distance of 50.00 feet to the "POINT OF BEGINNING" and containing in all 4700 square feet or 0.1079 Acres of land more or less.

A PLAT OF EVEN DATE ACCOMPANIES THIS DESCRIPTION.


Ron R. Conde
R.P.L.S. No. 5152



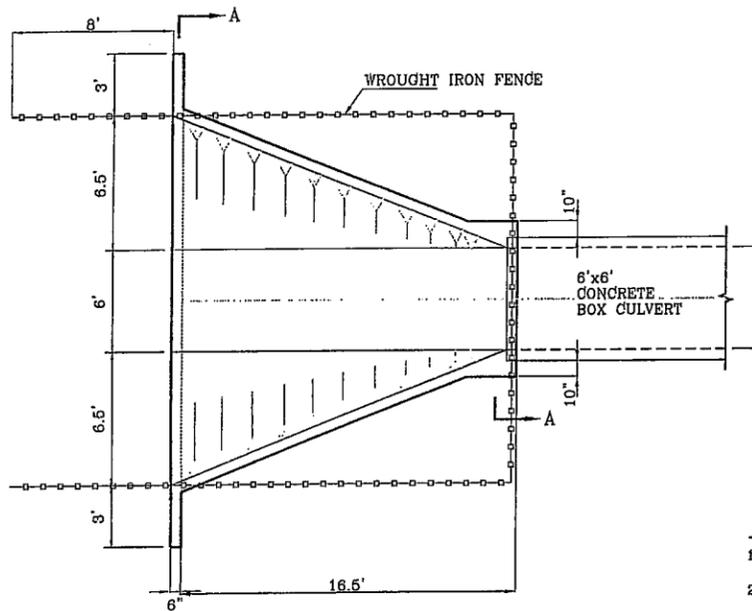
job# 50449-1
LGL-04\50449.LGL



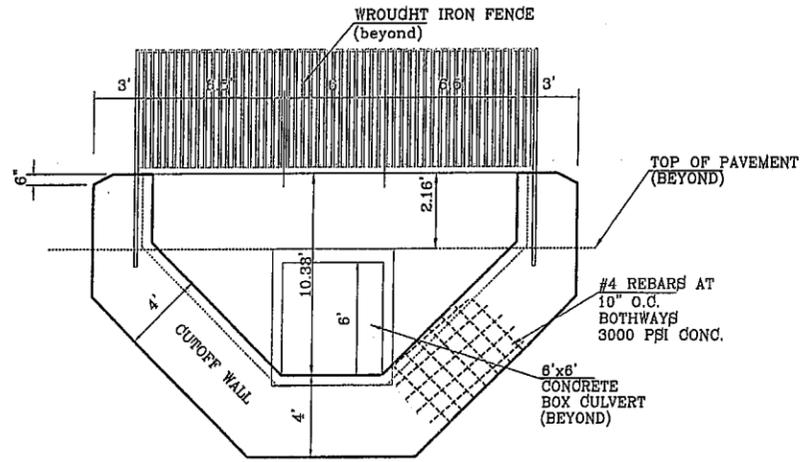
CONDE, INC.
ENGINEERING / LAND SURVEYING / PLANNING
1790 LEE TREVINO SUITE 400 / EL PASO, TEXAS 79936 / (915) 592-0283

EXHIBIT A

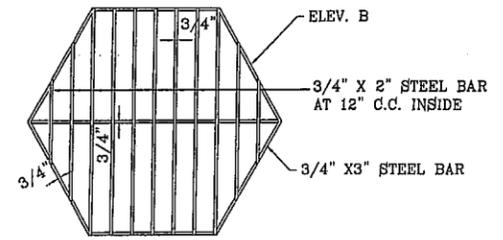
1203



PLAN VIEW
SCALE: 1"=4'



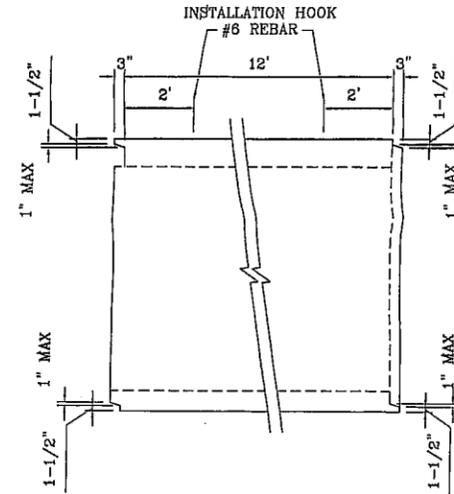
SECTION A-A
SCALE: 1"=4'



SAFETY RACK
SCALE: 1"=2'

NOTES:

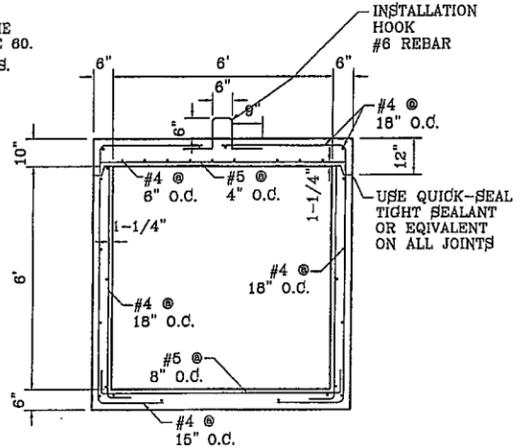
1. SAFETY RACKS SHALL BE INSTALLED ON SIPHONS AND CULVERTS WHERE REQUIRED.
2. INSTALLATION SHALL PROVIDE 3:1 OR FLATTER SLOPE OF RACK.
3. RACK SHALL BE GALVANIZED.



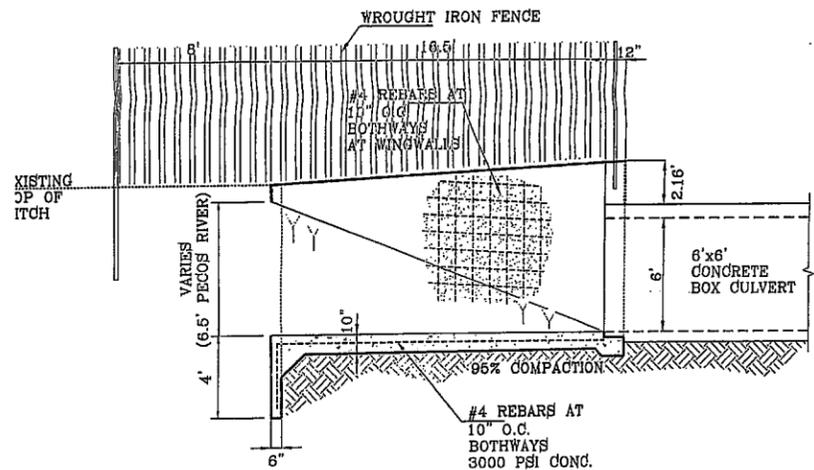
SIDE VIEW
SCALE: 1"=2'

CONSTRUCTION NOTES:

1. ALL CONCRETE FOR STRUCTURES SHALL BE 3000 PSI. UNLESS OTHERWISE NOTED.
2. MINIMUM COVER FOR REINFORCING STEEL SHALL BE 2" UNLESS OTHERWISE NOTED.
3. 95% COMPACTION REQUIRED FOR STRUCTURES AS PER ASTM D1557.
4. REINFORCING SHALL CONFORM TO THE REQUIREMENTS OF ASTM A615 GRADE 80.
5. 95% COMPACTION REQUIRED ON FILLS.



SECTION B-B
SCALE: 1"=2'

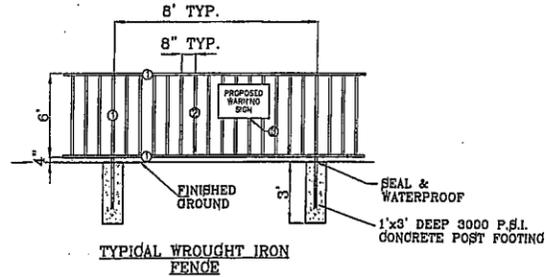


LONGITUDINAL SECTION

NOTES:

1. DESIGN AND CONSTRUCT REINFORCED CONCRETE TO MEET STRESS REQUIREMENTS. MINIMUM 3,000 PSI AT 28 DAYS.
2. BOTTOM WIDTH "W" TO MATCH DESIGN WIDTH OF WATERWAY, OR WIDER.
3. HEADWALLS AND CUTOFF WALLS TO BE NORMAL TO CENTERLINE OF WATERWAYS.
4. MINIMUM LENGTH OF TRANSITION IS (3x) THE VERTICAL HEIGHT OF BOX.
6. ELEVATION OF TOP OF HEADWALL AND WINGWALLS TO PROVIDE 12" FREE BOARD ABOVE HIGHWATER.
6. ELEVATION "B" TO MATCH DESIGN BOTTOM GRADE.
7. ELEVATION "D" TO PROVIDE MINIMUM OF 6" BETWEEN HIGHWATER AND ROOF OF BOX.
8. PLACE ENTIRE BOX ON UNDISTURBED NATURAL SOIL OR COMPACTED BACKFILL.

- 1 3"x3"x3/16" SQUARE STEEL TUBING
- 2 1 1/2"x1/2"x16 GA. RECTANGULAR STEEL TUBING
- 3 ALTERNATE WARNING SIGN LOCATIONS



TYPICAL WROUGHT IRON FENCE

BENCHMARKS

RAILROAD SPIKE AT THE CORNER OF INTERSECTION OF WESTSIDE ROAD
ELEVATION: 3760.46 (CITY DATUM)

DATE	REVISIONS
5-2-2010	SEPARATED CROSSINGS
6-7-2010	USE CULVERTS
7-7-2010	REPLACE CULVERT WITH 6'x6' CULVERT
11-1-2010	WROUGHT IRON FENCE

PROJECT NAME
ARTCRAFT ESTATES

BEING ALL OF TRACTS 1F, 3B, 3B1A, AND 3C,
AND PORTION OF TRACTS 1I, 1J, AND 1K,
BLOCK 10, UPPER VALLEY SURVEY,
CITY OF EL PASO, EL PASO COUNTY, TEXAS.
CONTAINING: 61.46 ACRES

SCALE
Horizontal: AS NOTED
Vertical: AS NOTED

DATE: JUNE 2008
DESIGN BY: Y.C.
INITIATED BY: O.A.L.
CHKD. BY: Y.C.
JOB NO.:

ENGINEER'S SEAL
STATE OF TEXAS
YOUNG CONSTRUCTION
24846
Professional Engineer
No. 24846
Exp. 12/31/2011

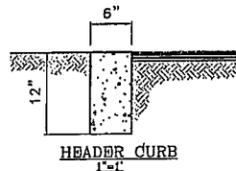
CONDE INC.
ENGINEERING / PLANNING
SURVEYING / GPS
1700 LAB TREVINO DR. SUITE 400
BU. PASO, TEXAS 79626

CONDE INC.

SHEET TITLE
**PECOS RIVER
STRUCTURE
DETAILS**

SHEET 2 OF 2

RECEIVED
AUG - 6 2011
EPCWID # 1

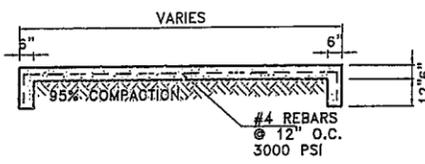


HEADER CURB NOTES:

1. CONCRETE TO BE 3000 PSI MIN.
2. DUMMY JOINT REQUIRED AT 10' O.C. FOR HEADERS AND 5' O.C. FOR SIDEWALKS.
3. EXPANSION MATERIAL REQUIRED AT CURB RETURNS WITH 1/2" PRE-MOLDED ASPHALT IMPREGNATED EXPANSION MATERIAL OR EQUAL.
4. EXPANSION JOINTS REQUIRED AT 50' O.C. WHEN FORMING FOR HEADERS.
5. EXPANSION JOINTS REQUIRED FOR SIDEWALK AT 20' O.C.

NOTE:

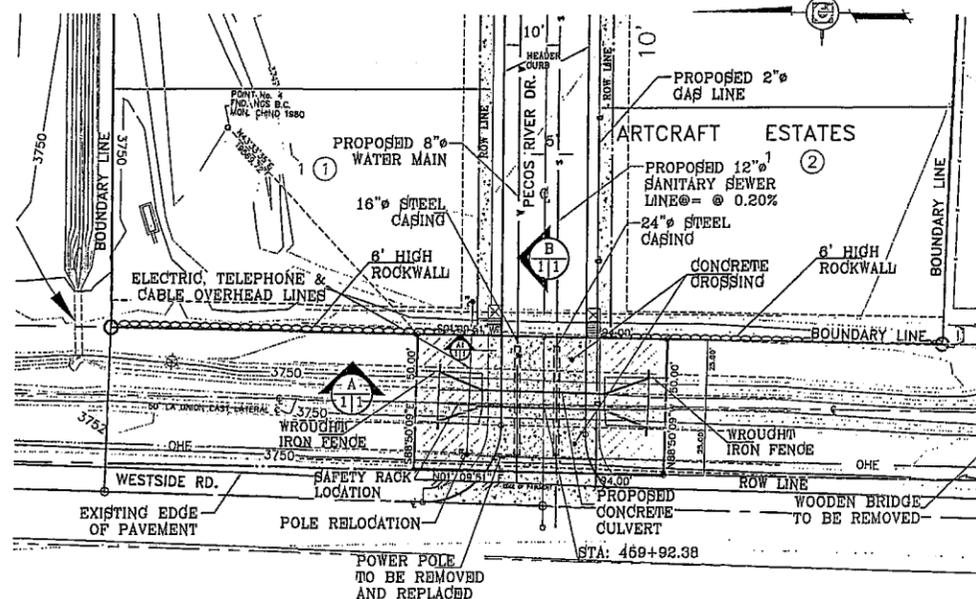
1. NO OBSTRUCTION MAY BE ERRECTED THAT PREVENTS THE DISTRICT FROM ACCESSING ITS FACILITIES FOR MAINTENANCE FROM WILLOW RIVER DR.
2. NO OPEN CUTS ARE PERMITTED DURING IRRIGATION SEASON.
3. LATERAL STATIONING REFERENCE POINT IS FACE OF CONCRETE CHECK GATE AT STATION 462+94.00 LA UNION LATERAL.



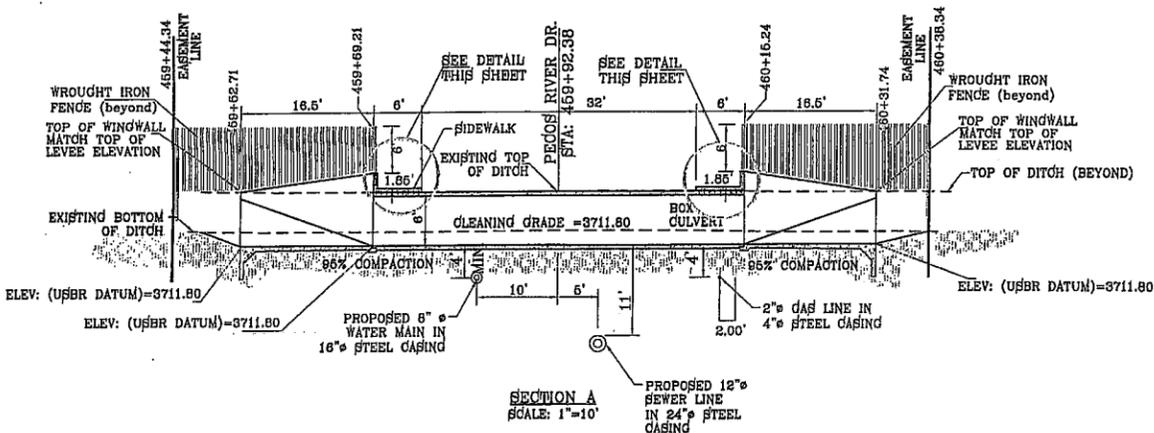
CONCRETE APPROACH SLAB
SCALE: 1"=10'

CONSTRUCTION NOTES:

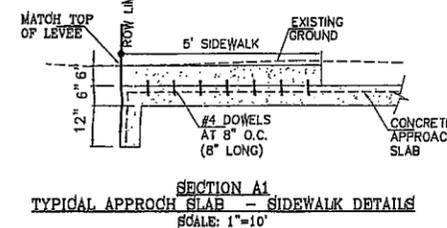
1. ALL CONCRETE FOR STRUCTURES SHALL BE 3000 PSI, UNLESS OTHERWISE NOTED.
2. MINIMUM COVER FOR REINFORCING STEEL SHALL BE 2" UNLESS OTHERWISE NOTED.
3. 95% COMPACTION REQUIRED FOR STRUCTURES AS PER ASTM D1557.
4. REINFORCING SHALL CONFORM TO THE REQUIREMENTS OF ASTM A615 GRADE 60.
5. 95% COMPACTION REQUIRED ON FILLS.



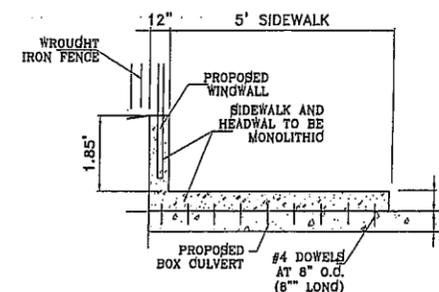
PECOS RIVER CULVERT #1-PLAN VIEW
1"=30'



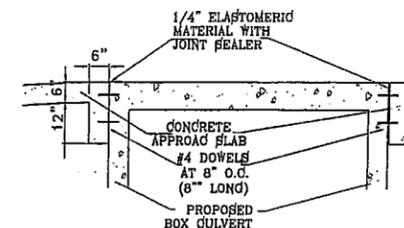
SECTION A
SCALE: 1"=10'



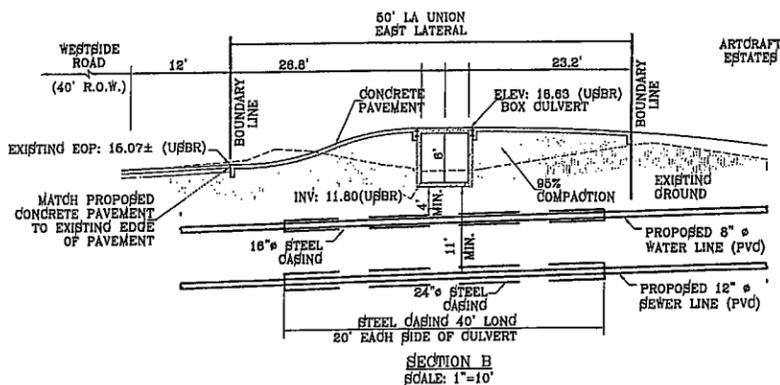
SECTION A1
TYPICAL APPROACH SLAB - SIDEWALK DETAILS
SCALE: 1"=10'



TYPICAL SIDEWALK AT CULVERT DETAIL
1"=2'



TYPICAL APPROACH SLAB AT CULVERT DETAIL
1"=2'



SECTION B
SCALE: 1"=10'

THE EL PASO COUNTY WATER IMPROVEMENT DISTRICT No. 1 (DISTRICT) APPROVES THESE DRAWINGS AS MEETING THE DISTRICT DESIGN STANDARDS IN EFFECT ON THE DATE BELOW. THE DISTRICT HAS NOT REVIEWED THESE DRAWINGS FOR ANY PURPOSE OTHER THAN THOSE SET FORTH IN THE DISTRICT'S DESIGN STANDARDS AND THE DISTRICT DOES NOT WARRANT TO ANYONE THAT ANY OF THE INFORMATION, DESIGNS, SPECIFICATIONS, OR ANY OTHER INFORMATION REPRESENTED ON THESE DRAWINGS IS APPROPRIATE, SUITABLE, OR OTHERWISE SUFFICIENT FOR SAFETY OR STRUCTURAL INTEGRITY OR ANY OTHER PURPOSE.

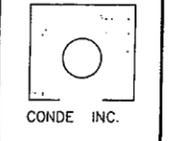
BY: *[Signature]* DATE: 8-10-11
EL PASO COUNTY WATER IMPROVEMENT DISTRICT No. 1

DATE	REVISIONS
6-20-06	UTILITY ADDITION
7-25-06	MOVED SUBDIVISION BOUNDARY
8-1-06	ADDED CROSSING EASEMENT & NEW PLAT
8-11-2010	SEPARATED CROSSING
8-25-2010	USBR ELEVATIONS

ARTCRAFT ESTATES
BEING ALL OF TRACTS 1F, 3B, 3B1A, AND 3C, AND PORTION OF TRACTS 1J, 1J1, AND 1K, BLOCK 10, UPPER VALLEY SURVEY, CITY OF EL PASO, EL PASO COUNTY, TEXAS, CONTAINING: 61.46 ACRES

SCAL E
Horiz: 1"=30'
Vert: 1"=10'

CONDE INC.
ENGINEERING / PLANNING
SURVEYING / GPS
1790 LEE TREVING DR. STE 400
EL PASO, TEXAS 79906



SHEET TITLE
STRUCTURES
PECOS RIVER CULVERT

SHT 1 OF 2

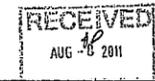
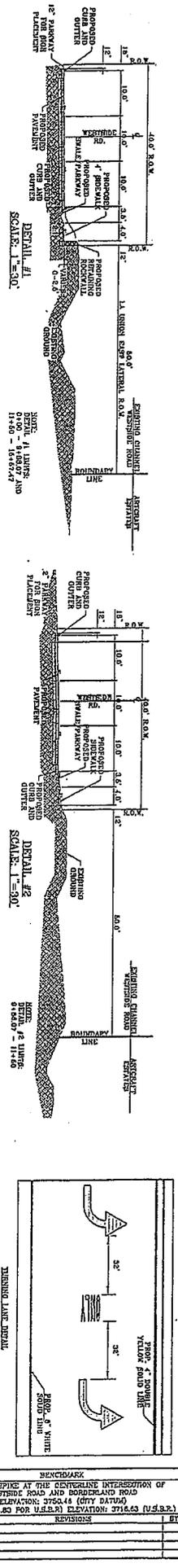
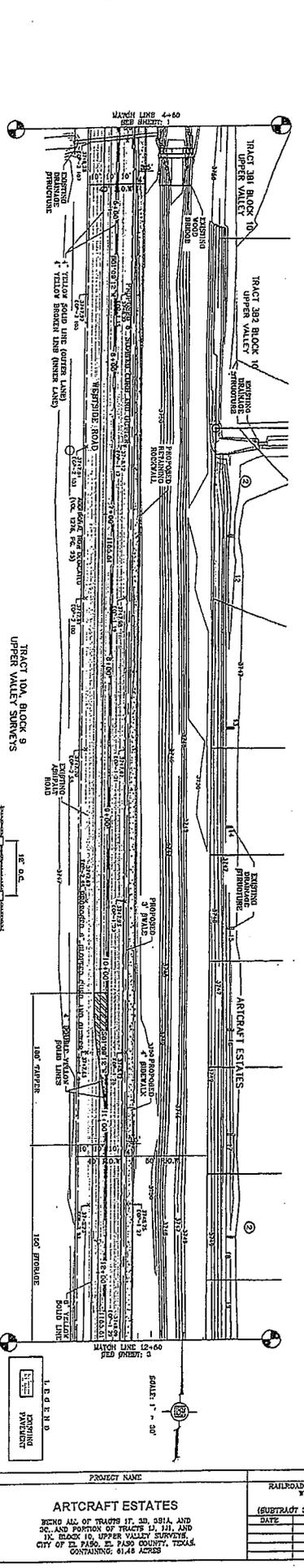
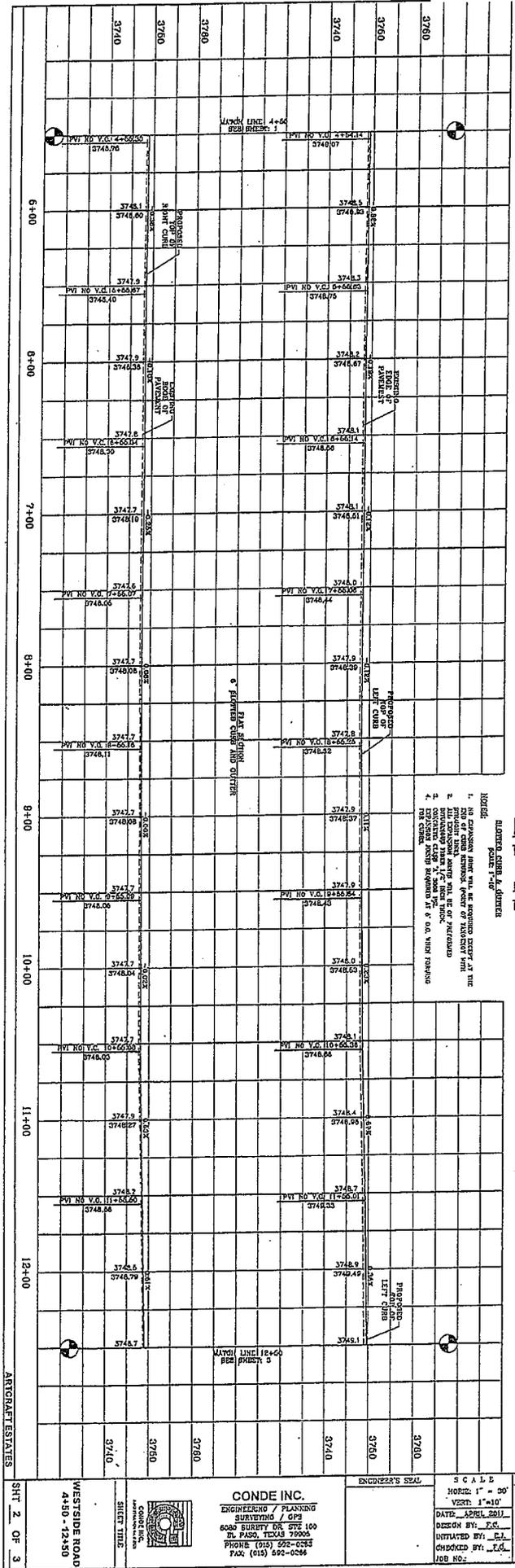
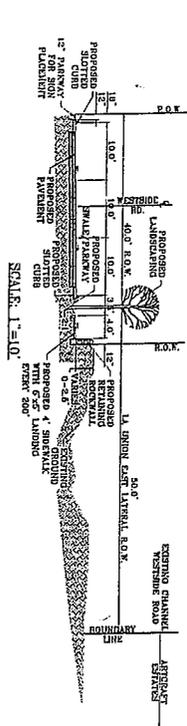


EXHIBIT "D"
Additional Improvements Plan



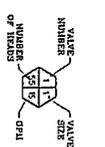
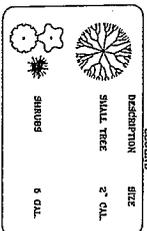
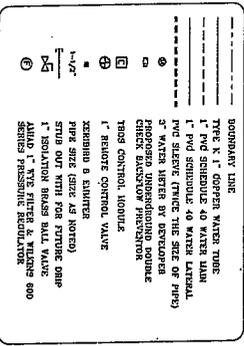
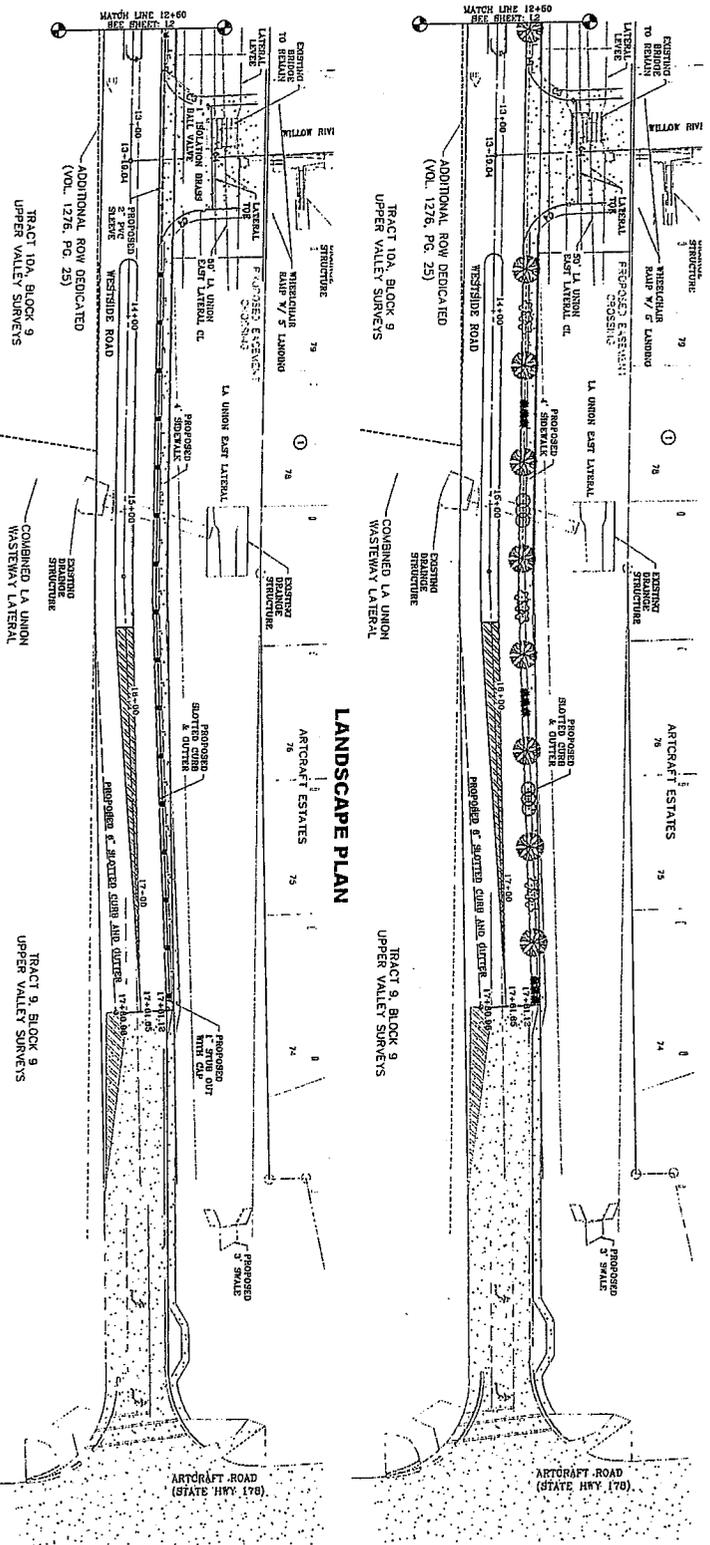
SHEET 2 OF 3 WESTSIDE ROAD 4+50 - 12+50 ARTCRAFT ESTATES	CONDE INC. ENGINEERING / PLANNING SURVEYING / GPS 6502 SHERIFF DR. STE 100 EL PASO, TEXAS 79905 PHONE (915) 592-0283 FAX (915) 592-0284	ENGINEER'S SEAL SCALE HORIZONTAL - 1" = 100' VERTICAL - 1" = 10' DATE: APRIL 2011 DESIGNED BY: J.C. DRAWN BY: J.C. CHECKED BY: J.C. JOB NO.:	PROJECT NAME ARTCRAFT ESTATES BEING ALL OF TRACTS 17, 20, 281A, AND 281B AND PORTION OF TRACTS 18 AND 281C, BLOCK 10, UPPER VALLEY SURVEYS, CITY OF EL PASO, EL PASO COUNTY, TEXAS.	BENCHMARK RAILROAD SPIKE AT THE CENTERLINE INTERSECTION OF WESTSIDE ROAD AND BORDERLAND ROAD ELEVATION: 7524.48 (CITY DATUM) (SUBTRACT 58.00 FOR U.S.M.S. ELEVATION: 3716.48 (U.S.M.S.))	
				REVISIONS DATE BY	



- NOTES:
1. SEE EXISTING ROW DATA FOR ADDITIONAL NOTES ON THE SIDE OF CURB SETBACK (INVEST OF TRANSPORT TIME)
 2. ALL EXISTING PLANTS TO REMAIN UNLESS OTHERWISE NOTED
 3. CONSTRUCTIVE CLASS 1.5000000000
 4. CONSTRUCTIVE CLASS 1.5000000000



IRRIGATION PLAN



IRRIGATION IS REGULATED BY THE TEXAS COMMISSION ON ENVIRONMENTAL QUALITY, P.O. BOX 130977, AUSTIN, TX 78711-3097 (832) 259-8718

ARTCRAFT ESTATES

SHT. L3 OF L3

CONDE INC.
 ENGINEERING / PLANNING
 SURVEYING / GPS
 6000 SUITE 100
 1616 W. PASADENA BLVD. STE. 100
 PASADENA, TEXAS 79565
 PHONE (915) 592-0263
 FAX (915) 592-0266

ENGINEER'S SEAL

SCALE
 HORIZ: 1" = 30'
 VERT: 1" = 10'
 DATE: APRIL 2011
 DESIGNED BY: F.C.
 INITIATED BY: E.J.
 CHECKED BY: F.C.
 JOB NO.:

PROJECT NAME
ARTCRAFT ESTATES
 BEING ALL OF TRACTS 1F, 3B, 51A, AND 3C, AND PORTION OF TRACTS 1L, 1A, AND 1K, BLOCK 10, UPPER VALLEY SURVEYS, CITY OF EL PASO, EL PASO COUNTY, TEXAS, CONTAINING: 01.48 ACRES

BENCHMARK	
RAILROAD SPIKE AT THE CENTERLINE INTERSECTION OF WESTSIDE ROAD AND BORDERLAND ROAD	
ELEVATION: 3750.48 (CITY DATUM)	
(SUBTRACT 33.83 FOR U.S.G.S.) ELEVATION: 3716.63 (U.S.G.S.)	
DATE	REVISIONS

EXHIBIT "E"
Project Cost Estimates

EXHIBIT E

Artcraft Preliminary Cost Estimate
Westside Rd. and Crossings

revised 8/18/11

Item No.	Unit of Measure	Description	Unit Price	Quantity	Installation	Cost
1	S.Y.	Proposed Pavement	\$20.00	820	\$0.00	\$16,400.00
2	S.Y.	Pavement to be Removed	\$10.00	450	\$0.00	\$4,500.00
3	S.F.	Concrete Sidewalk	\$8.00	7,660.0	\$0.00	\$61,280.00
4	Perch	Retaining Wall	\$75.00	196.0	\$0.00	\$14,700.00
5	L.F.	Concrete Curb	\$10.00	4,450	\$0.00	\$44,500.00
6	L.F.	Box Culvert 6x6	\$400.00	88	\$0.00	\$35,200.00
7	S.F.	Headwall/Wingwalls	\$8.00	1,600	\$0.00	\$12,800.00
8	L.F.	Wrought iron Fence	\$18.00	138	\$0.00	\$2,484.00
9	Each	Shrubs	\$30.00	78	\$234.00	\$2,574.00
10	Each	Trees	\$250.00	29	\$725.00	\$7,975.00
11	Each	Drip Emitter	\$20.00	55	\$110.00	\$1,210.00
12	Each	Schedule 80 Nipple	\$1.00	55	\$5.50	\$60.50
13	Each	Emission Stake	\$0.50	440	\$22.00	\$242.00
14	L.F.	1" Schedule 40 Pipe	\$0.32	1,522	\$48.70	\$535.74
15	L.F.	2" Schedule 40 Pipe	\$0.70	150	\$10.50	\$115.50
16	Each	1"x1"x1/2" PVC Tee	\$1.00	55	\$5.50	\$60.50
17	Each	Rainbird 100-PEB Control Valve	\$100.00	1	\$10.00	\$110.00
18	Each	Tbos Control Module	\$200.00	1	\$20.00	\$220.00
19	Each	Tbos Solenoid	\$50.00	1	\$5.00	\$55.00
20	Each	Carson Valve Box with lid	\$50.00	2	\$10.00	\$110.00
21	Each	Schedule 80 Union	\$50.00	1	\$5.00	\$55.00
22	Each	Wilkins Pressure Regulator	\$160.00	1	\$16.00	\$176.00
23	Each	Double Check Assembly	\$200.00	1	\$20.00	\$220.00
24	Each	Christy Conc. Utility Box W/lid	\$100.00	1	\$10.00	\$110.00
25	L.F.	24 Steel Casing	\$20.00	120	\$0.00	\$2,400.00
26	L.F.	16" Steel Casing	\$15.00	120	\$0.00	\$1,800.00
27	Each	1" Water Meter	\$2,800.00	1	\$280.00	\$3,080.00
28	each	Labor and Supervision (17%)		1		\$36,205.45
29	Each	Relocate Power Poles	\$3,000.00	2	\$0.00	\$6,000.00
30	Each	Remove wood bridge	\$2,000.00	1		\$2,000.00
Sub Total						\$257,178.69
15% Contingency						<u>\$38,576.80</u>
Total						\$295,755.50

Items 1-8 installation cost in unit price