

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

DEPARTMENT: **Engineering**

AGENDA DATE: **October 6, 2009**

CONTACT PERSON/PHONE: **R. Alan Shubert, City Engineer**

DISTRICT AFFECTED: **6**

SUBJECT:

Item is to request approval of a resolution authorizing the City Manager to execute, on behalf of the City of El Paso, a contract of sale for the purchase of a 10,370 s.f. portion of an industrial-zoned property to be used for the *Roseway Street & Drainage Improvement Project*.

BACKGROUND / DISCUSSION:

Subject property is located at 294 Candelaria Street, at Roseway. The *Roseway Project* consists of street and drainage improvements on the eastern portion of Roseway between Zaragoza and Carnes Road. Improvements will include curb & gutter, sidewalks, underground drainage, street widening, re-paving and the construction of a stormwater retention pond. The contract of sale being presented today for Council consideration is for \$235,000.00, the partial taking's appraised value (*Mars Appraisal Associates, appraiser Ramona Marslender*). The owner has been fully cooperative with the process and is prepared to move forward with the closing process immediately.

PRIOR COUNCIL ACTION:

Mayor and Council have not taken any prior action related to this parcel. Previous to the storms of August 2006, Council had approved multiple parcels within this project's right-of-way requirements scope.

AMOUNT AND SOURCE OF FUNDING:

This expenditure is funded through general obligation bonds approved by the voters as part of the February 2004 Bond Election. No budgetary adjustments are required. Funding source is as follows:

<u>Project</u>	<u>Fund</u>	<u>Department</u>	<u>Account</u>
PBE04ST127	29142	14200403	508000

BOARD / COMMISSION ACTION:

(N/A)

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

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

DEPARTMENT HEAD: _____

APPROVED FOR AGENDA:

CITY MANAGER: _____ **DATE:** _____

RESOLUTION

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

That the City Manager be authorized to sign a Contract of Sale between the **CITY OF EL PASO** and the **EL PASO COUNTY WATER IMPROVEMENT DISTRICT NO. 1** for the purchase of the following parcel for the Roseway Street and Drainage Improvement Project for TWO HUNDRED THIRTY-FIVE THOUSAND AND NO/100THS DOLLARS (\$235,000.00):

Parcel 6: 10,370 square feet, more or less, being a portion of Tract 11, Block 46, Ysleta Grant, also known as 294 Candelaria Street, El Paso, El Paso County, Texas.

ADOPTED this _____ day of _____, 2009.

THE CITY OF EL PASO

John F. Cook, Mayor

ATTEST:

Richarda D. Momsen, City Clerk

APPROVED AS TO FORM:



Theresa Cullen
Deputy City Attorney

APPROVED AS TO CONTENT:



R. Alan Shubert, P.E.
City Engineer

STATE OF TEXAS §
 §
COUNTY OF EL PASO §

CONTRACT OF SALE

This Agreement is entered into this ____ day of _____, 2009, by and between the **CITY OF EL PASO**, hereinafter referred to as the "City," and the **EL PASO COUNTY WATER IMPROVEMENT DISTRICT NO. 1**, a Political Subdivision of the State of Texas, subject to Section 55 of the Texas Water Code, hereinafter referred to as "Seller."

NOW, THEREFORE, for and in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Description of Property. The Seller hereby agrees to sell and convey and the City hereby agrees to acquire free and clear of any liens or encumbrances, the following described real property located in El Paso County, Texas:

Parcel 6: 10,370 square feet, more or less, being a portion of Tract 11, Block 46, Ysleta Grant, also known as 294 Candelaria Street, El Paso, El Paso County, Texas and more particularly described in Exhibit "A" which is attached hereto and made a part hereof for all purposes;

together with any interest of the Seller in (i) all improvements, if any, and (ii) all right, title and interest of the Seller in and to any easements, appurtenances, and rights-of-way, and all interests in, on or to, any highway or street, in, on, across, in front of, abutting, or adjoining any such real property, all of such property, hereinafter collectively referred to as the "Property".

2. Amount of Payment of Purchase Price. The purchase price for the Property shall be **TWO HUNDRED THIRTY-FIVE THOUSAND AND NO/100THS DOLLARS (\$235,000.00)**.

2.1 Payment of Purchase Price. The full amount of the purchase price will be payable in cash at the closing.

2.2 Escrow Deposit. The City shall deposit with Stewart Title of El Paso, 415 North Mesa, El Paso, Texas 79901, (the "Agent" or the "Title Company"), in escrow, the sum of One Hundred and 00/100 Dollars (\$100.00) (the "Escrow Deposit"), within three (3) business days after the City's actual receipt from the Agent, of a written notification that Agent has received a fully executed original of this Contract, signed by the Seller and the City. The Agent shall invest the Escrow Deposit in an interest-bearing account insured by the Federal Deposit Insurance Corporation, and the Escrow Deposit will be held and disbursed by the Agent strictly in accordance with the terms and provisions of this Contract. In the event the City fails to deposit the Escrow Deposit with the Agent within said three (3) day period, the Seller, at its option, may terminate this Contract. Any interest, which shall accrue on the Escrow Deposit from and after the date hereof through the date on which the Escrow Deposit is or should have been disbursed by the Agent, shall constitute part of the Escrow Deposit. At such time as the Closing shall have been consummated, the Escrow Deposit, together with all interest accrued thereon, shall be returned to the City or, at the option of the City, disbursed to the Seller and applied to the payment of the Purchase Price.

3. Conditions to City's Obligations. The obligations of the City hereunder to consummate the transaction contemplated herein are subject to the satisfaction of each of the following conditions, any of which may be waived, in whole or in part, in writing by the City, at or prior to Closing.

3.1 Title Insurance. Within ten (10) working days after the date of execution of this contract, the City at its expense will order a title commitment ("Commitment"), accompanied by copies of all recorded documents affecting the property for the issuance of an Owner's Policy of Title Insurance with respect to the Property, in an amount to be decided by the City ("Owner's Policy").

3.2 Title Objections. The City will give the Seller written notice on or before the expiration of ten (10) working days after it receives the Commitment that the condition of the title set forth in the Commitment is or is not satisfactory. In the event the City states that the condition is not satisfactory, the City will specifically set forth in such notice the defect or exception to title that is deemed objectionable. The Seller may at its option promptly undertake to eliminate or modify all unacceptable matters to the reasonable satisfaction of the City. Otherwise, this condition will be deemed acceptable and any objection by the City will be deemed waived.

4. Representations of Seller. The Seller hereby represents, to the best of its knowledge, as follows:

4.1 Parties in Possession. There are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or otherwise.

4.2 Mechanic's Lien. While the Property was owned by the Seller: (i) no action has been taken, suffered or permitted by or on behalf of the Seller, the effect of which would be to establish or cause the inception or priority of any mechanic's or materialmen's lien, statutory, constitutional or otherwise, or other lien, charge or encumbrance upon the Property or any part thereof or interest therein; or (ii) no liens or lien claims, choate or inchoate, arising from the Seller's actions or otherwise, exist or can exist for the benefit of mechanics or materialmen in regard to the Property. Except as expressly disclosed in the documents relating to this transaction, the Seller has not entered into any contracts or agreements relating to the use or ownership of the Property or by which any person or entity agreed to provide labor, services or materials in regard to the Property or the business of the Seller.

4.3 Litigation. Other than an Affidavit that is a "Notice of Claim to the Ysleta Grant and Aboriginal Title Areas" which has been filed in Volume 2553, Page 1958, Real Property Records, El Paso Count, Texas, there is no pending or contemplated litigation before or by any court of law pertaining to the Property or which involve incidents occurring on the Property including, but not limited to, claims of damage to persons or property.

4.4 Bills Paid. At closing, there will be no unpaid bills or claims in connection with any repair or operation of the Property.

4.5 Compliance With Law. The Property is in compliance with all applicable laws, ordinances, rules and regulations of any Government or any agency, body or subdivision, including any environmental issues related to the Seller's activities thereof.

4.6 Taxes. No state or municipal taxes are due with respect to the Property and no liens for such taxes are in effect against the Property, except as set forth on the Title Commitment. The Seller agrees to pay the prorated taxes, if any, due on the Property for the year 2009 through the date of Closing. The Parties to this Agreement acknowledge that the Seller is a governmental entity and the property was tax exempt while owned by the Seller.

4.7 Pre-Closing Claims. The Seller agrees that the City's acceptance of title to the Property under the conveyance documents should not create any liability on the City's part to third parties that have claims of any kind against the Seller in connection with the Property. The City hereby expressly disclaims any and all liability to third parties that have any claims against the Seller. The City will not assume or agree to discharge any liabilities pertaining to the Property that occurred or accrued prior to the date of Closing. Seller represents to the best of its knowledge that effective as of the date of closing, there are and will be no claims, injuries, liabilities, losses, damages, or expenses, including attorneys' fees and court costs, pertaining to claims arising out of the Property, and accruing prior to and arising from events that occurred prior to the date of Closing.

4.8 Authority. The Seller has full right, power and authority to convey the property to the City and to consummate this transaction as provided in this Contract without the joinder of any other person or entity.

4.9 Condition of Property Prior to Closing. Prior to Closing, the Seller shall not create or permit to be created any easement or other condition affecting the Property without the prior written consent of the City.

4.10 Misrepresentation. To the extent allowed by law, the Seller shall indemnify and hold the City harmless from and against any losses, damages, costs or expenses (including attorneys' fees) incurred by the City as a direct or indirect result of (i) breach of any representation of the Seller contained in this document, or (ii) any breach or default by the Seller under any of the agreements contained in this document, or (iii) any breach or default by the Seller under any of the agreements contained in this document to be performed by the Seller, all of which shall survive the Closing hereof.

4.11 Survival. All representations and agreements of the Seller made in this document, including without limitation any indemnity obligations, shall survive the execution and delivery hereof and of the Deed as well as the Closing hereunder, until such time as all of the obligations of the signatories hereto shall have lapsed in accordance with their respective terms [if and as applicable] or shall have been discharged in full.

5. Temporary Easement for Construction. Upon 60 days written notice by the City to the Seller, the Seller will grant the City a Temporary Construction Easement in, upon and across the following described real property, collectively the "Temporary Construction Parcel", situated in El Paso County, Texas, to-wit:

a 20-foot wide parcel of land being a portion of Tract 11, Block 46, Ysleta Grant, also known as 294 Candelaria Street, El Paso, El Paso County, Texas and more particularly shown on Exhibit "B" which is attached hereto and made a part hereof for all purposes;

together with the right of ingress and egress for all purposes incident to said grant, for the purpose of using and occupying such Temporary Construction Parcel as additional workspace to allow for the demolition of improvements located within the Property being acquired by the City, as well as any improvements which may be included within the Temporary Construction Parcel. The scope of work for the demolition plan is hereinafter referred to as the "Project" and is further identified in Exhibit "B". The permission to use the Temporary Construction Parcel includes the right to move and remove equipment and supplies on the land and to perform any other work necessary and incident to the Project together with the right to trim, cut, fill and remove therefrom all trees, underbrush, obstructions and any other vegetation, structures or obstacles within the limits of the Temporary Construction Parcel; reserving, however, to the Seller, all such rights and privileges as may be used without interfering with or abridging the rights and easements hereby acquired, subject, however, to existing easements for public utilities. Upon completion of the Project, the surface of the temporary construction easement will be restored and cleaned, to the condition it was prior to such entry, to the full extent reasonably practicable. This grant of authority shall extend to all contracts let by the City or its construction contractor, personnel and other workers, sub contractors, and agents in furtherance of the objectives herein stated.

6. Closing. The closing of this transaction ("Closing") shall take place at the offices of the Title Company on or before thirty (30) days after the execution of this Agreement by the City.

6.1 Possession. Possession of the Property will be transferred to the City upon Closing.

6.2 Real Property Taxes. The Seller agrees to pay any taxes due on the Property for the year 2009 prorated through the day of closing, if any. However, the Parties to this Agreement acknowledge that the Seller is a governmental entity and the property was tax exempt while owned by the Seller.

6.3 Closing Costs.

- (a) All recording fees arising from the recordation of documents necessary to show good title to the Property shall be paid by the City.
- (b) Premiums and other charges for the issuance of the Owner's Policy of Title Insurance for the Property shall be paid by the City.
- (c) Escrow fees, if any, shall be paid by the City.

6.4 Seller's Obligations. At Closing, the Seller shall deliver to the City a duly executed and acknowledged Deed Without Warranty to the Property.

6.5 Other Obligations. Each party shall do all other acts, or deliver any other instruments or documents required or helpful to be done or delivered, in order to consummate this transaction.

7. Default.

7.1 Breach by Seller. In the event that the Seller shall fail to fully and timely perform any of its obligations under this Agreement, or shall fail to consummate the sale of the Property for any reason, except the City's default, or the termination of this Agreement in accordance with its terms, the City may enforce specific performance of this Agreement.

7.2 Breach by City. In the event that City shall fail to fully and timely perform any of its obligations under this Agreement, or shall fail to consummate the sale of the Property for any reason, except the Seller's default, or the termination of this Agreement in accordance with its terms, due to the difficulty of assessing the Seller's actual damages as a result of such breach by City, the Seller shall have a right to receive the \$100.00 as independent consideration as well as the reasonable and necessary out-of-pocket expenses of the Seller directly relating to this Agreement, such sum being agreed upon as liquidated damages for the failure of the City to perform the duties, liabilities and obligations imposed upon it by the terms and provisions of this Agreement, and the Seller agrees to accept and take such cash payment as its total, reasonable damages and relief and as the Seller's sole, exclusive remedy hereunder in such event.

8. Miscellaneous.

8.1 Notice. Any notice, demand, direction, request, or other instrument authorized or required by this Agreement to be given to or filed with either party, shall be deemed to have been sufficiently given or filed for all purposes, if and when personally delivered or sent by certified mail, postage prepaid, return receipt requested, to the address specified below or at such other address as may be designated in writing by the parties:

Seller: El Paso County Water Improvement District No. 1
c/o Jesus Reyes, General Manager
294 Candelaria St
El Paso, TX 79907

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

9. Entire Agreement/Governing Law. **This Agreement constitutes the entire agreement between the parties, and supersedes all prior agreements and understandings, written or oral, regarding the subject matter of this Agreement, and may be amended or supplemented only by an instrument in writing, executed by the party against whom enforcement is sought. This Agreement shall be governed in all respects, including validity, interpretation and effect, by and shall be enforceable in accordance with the laws of the State of Texas.**

9.1 Time. Time is of the essence of this Agreement and each and every provision hereof.

9.2 Severability. If any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portion shall not in any way be affected or impaired.

9.3 Survival of Provisions. The terms contained in this Agreement, including without limitation, representations and agreements of the parties, shall survive the Closing and shall not be merged therein. In case any one or more of the provisions contained in this contract for any reason is held invalid, this invalidity will not affect any other provision of this Contract, which will be construed as if the invalid or unenforceable provision had never existed.

9.4 Binding Effect. This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

9.5 Compliance. In accordance with the requirements of Section 2B of the Texas Real Estate License Act, the City or its representatives is hereby advised that it should be furnished with or obtain a policy of title insurance or have an abstract covering the Property examined by an attorney of its own selection.

9.6 Reservation. The City reserves, and does not waive, its rights of sovereign immunity and similar rights and its rights under the Texas Tort Claims Act, except to the extent necessary to give legal effect to this Contract.

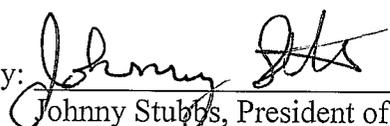
The above instrument, together with all conditions thereto is hereby EXECUTED by the Seller to be effective as of the _____ day of _____, 2009.

SELLER:

Attest:

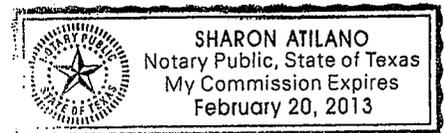
El Paso County Water Improvement District No. 1


Secretary

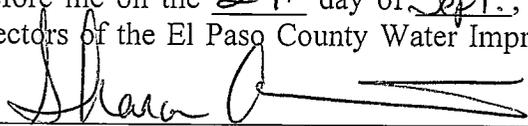
By: 
Johnny Stubbs, President of the Board

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)



This instrument was acknowledged before me on the 29th day of Sept., 2009 by Johnny Stubbs, President of the Board of Directors of the El Paso County Water Improvement District No. 1.



My Commission Expires: February 20, 2013 Notary Public, State of Texas

EXECUTED by the City of El Paso to be effective as of the ____ day of _____, 2009.

CITY OF EL PASO

By: _____
Joyce Wilson
City Manager

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Theresa Cullen
Deputy City Attorney



R. Alan Shubert, P.E.
City Engineer

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on the ____ day of _____, 2009 by Joyce Wilson, City Manager of the City of El Paso.

Notary Public, State of Texas

My commission expires:

PROPERTY DESCRIPTION
10,370 Square Feet

Being a portion of Tract 11, Block 46, Ysleta Grant, City of El Paso County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING FOR REFERENCE at the city monument at the intersection of Onate Way and Candelaria Street and the city monument at the intersection of said Candelaria Street and Benito Way bears, South 23°00'49" West, 285.62 feet;

THENCE, North 30°02'24" East, a distance of 163.23 feet to a set ½ inch rebar with cap marked (Tx2027) in the Westerly line of said Tract 11 (book 3002, page 1025) and Easterly right-of-way off said Candelaria Street and POINT OF BEGINNING for the herein described tract;

THENCE, along said Easterly right-of-way line, North 23°00'00" East, a distance of 40.34 feet to the Northeast corner of said Tract 11 at the intersection of said Easterly right-of-way line of Candelaria Street with the West right-of-way line of Roseway Drive (30 feet wide);

THENCE, along said West right-of-way line, South 45°09'00" East, a distance of 640.33 feet to the Southeast corner of said Tract 11;

THENCE, leaving said right-of-way line and along the South line of said Tract 11, South 21°31'00" West, a distance of 9.81 feet;

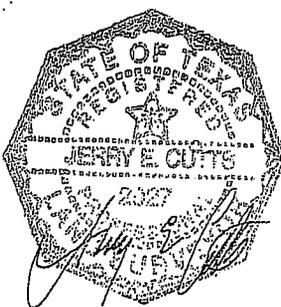
THENCE, leaving said South line, North 47°20'25" West, a distance of 222.43 feet;

THENCE, North 45°09'20" West, a distance of 393.48 feet to the beginning of a curve to the left;

THENCE, along the arc of said curve (Delta Angle = 111°50'34", Radius = 14.50 feet, Chord = South 78°55'23" West, a distance of 24.02 feet) a distance of 28.30 feet to the POINT OF BEGINNING and containing 10,370 square feet of land.

This description was prepared from a survey made on the ground on 7-13-04 with a plat dated 5-19-05.

PREPARED BY:
Cutts Land Surveying, Inc.
El Paso, Texas
May 26, 2005
Job No. 050413-11



GRAPHIC SCALE



(IN FEET)
1 inch = 60 ft.

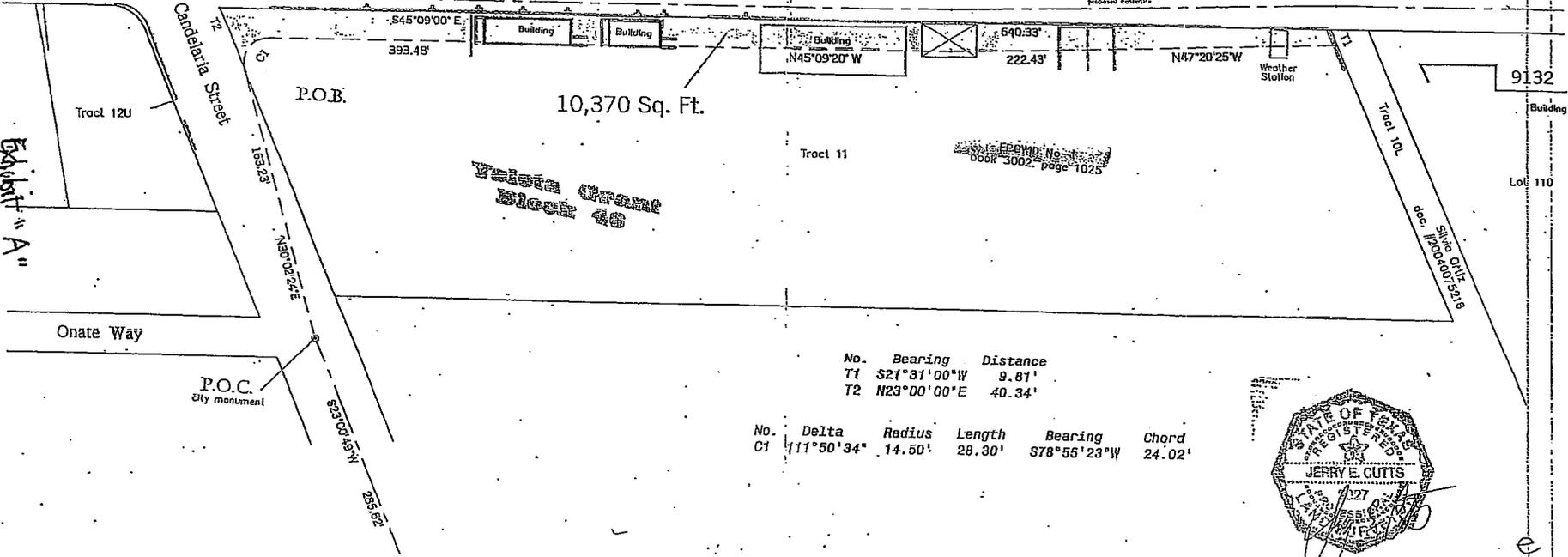


9101

9151

Roseway Drive

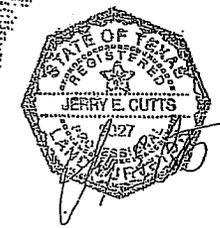
Exhibit "A"
Page 2 of 2



10,370 Sq. Ft.

No.	Bearing	Distance
T1	S21°31'00"W	9.81'
T2	N23°00'00"E	40.34'

No.	Delta	Radius	Length	Bearing	Chord
C1	111°50'34"	14.50'	28.30'	S78°55'23"W	24.02'



ROW PLAT 61
PORTION OF TRACT 11,
BLOCK 46, YSLETA GRANT,
EL PASO, EL PASO COUNTY, TEXAS

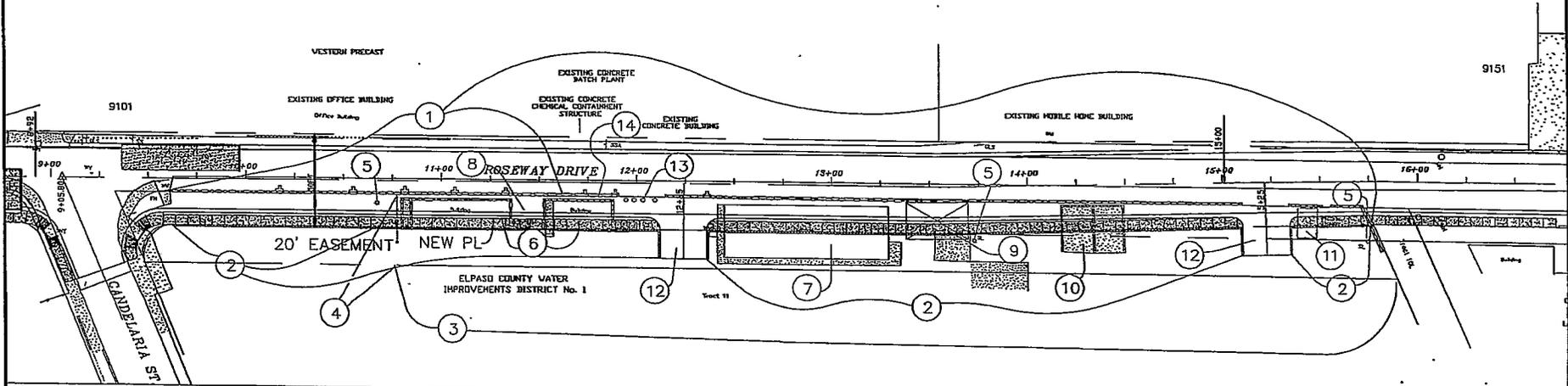
Date prepared: 05-19-05
Job No. 050413

Cutts Land Surveying, Inc.
Professional Land Surveyors

1100 Montana Avenue, Suite 206
El Paso, Texas 79902

Ph. (915) 534-9391
Fx. (915) 534-9394

Union Pacific Railroad



NOTES

- 1 REMOVE ROCKWALL AND CHAIN LINK FENCE
- 2 CONSTRUCT NEW 6' ROCK WALL
- 3 CONSTRUCT TEMPORARY CHAIN LINK FENCE AT EDGE OF 20' EASEMENT, REMOVE ONCE NEW ROCKWALL IS COMPLETE
- 4 REMOVE SLIDING GATE, REPLACE WITH ROLLING GATE TO NEW PROPERTY LINE
- 5 PROTECT SERVICE POLE IN PLACE, CONSTRUCT 3 BOLLARDS TO PROTECT, COORDINATE WITH EPEC TO DISCONNECT BUILDING
- 6 REMOVE BUILDING, FOUNDATION, AND UTILITY SERVICES, CAP SERVICES AT NEW PROPERTY LINE, GRADE TO DRAIN
REMOVAL INCLUDES RAISED FOUNDATION, RAMPS, STAIRS AND ASSOCIATED HANDRAILS
- 7 REMOVE BUILDING, SAWCUT EXISTING SLAB TO NEW ROCKWALL LOCATION, DISCONNECT SERVICES
CAP AT NEW PROPERTY LINE, PROTECT OTHER SERVICES AND UTILITY LINES, GRADE TO DRAIN
- 8 PROTECT MAIN SERVICE LINE, COORDINATE WITH EPEC FOR THE RELOCATION OF THE SERVICE
- 9 REMOVE SHED AND FOOTINGS, GRADE TO DRAIN
- 10 REMOVE MATERIAL STORAGE BAYS, GRADE TO DRAIN
- 11 REMOVE WEATHER STATION, SALVAGE TO PROPERTY OWNER
- 12 INSTALL DRIVEWAY FROM NEW PL TO LIMITS SHOWN, 4" PCC, OVER 6" AGGREGATE BASE
- 13 REMOVE PARKING STOPS AND BOLLARDS
- 14 REMOVE PLANTINGS/VEGETATION, GRADE TO DRAIN
- 15 THE CONTRACTOR WILL COORDINATE WITH THE OWNER/OCCUPANT OF 294 CANDELARIA IN THE TEMPORARY FENCE
INSTALLATION SO THAT ACCESS TO AND FROM THE SUBJECT PROPERTY IS NOT IMPEDED BY THE FENCE. THE FENCE
SHALL BE INSTALLED IN 2 PHASES, BEGINNING AT THE EAST END OF THE SUBJECT PROPERTY, AND PROCEEDING WESTERLY
IN CONJUNCTION WITH THE REMOVAL AND REPLACEMENT OF THE EXISTING ROCK WALL FENCE.
- 16 THE GATES AND DRIVEWAY OPENINGS SHALL BE A MINIMUM OF 24', WHICH IS THE STANDARD FOR COMMERCIAL DRIVEWAYS.
- 17 THE DRIVEWAY FROM CANDELARIA SHALL REMAIN IN SERVICE DURING AND AFTER COMPLETION OF THE CONSTRUCTION PROCESS
IN ORDER TO ALLOW THE OCCUPANT/OWNER OF 294 CANDELARIA PROPER AND SAFE INGRESS AND EGRESS FROM THE SUBJECT PROPERTY.

GENERAL NOTES

- CONTRACTOR MUST OBTAIN TRAFFIC CONTROL
- ALL WORK SHALL BE COMPLETED FROM THE STREET SIDE UNLESS PERMISSION IS GRANTED
- CONTRACTOR MUST CLEAN UP ALL DEBRIS AND MAINTAIN THE CONSTRUCTION AREA FREE OF DEBRIS
- ANY DAMAGE TO IMPROVEMENTS WITHIN THE EASEMENT AREA MUST BE REPAIRED BY THE CONTRACTOR
- ALL IMPROVEMENTS NOT CALLED OUT FOR REMOVAL MUST BE PROTECTED IN PLACE

EXHIBIT "B"
PAGE 1 OF 2

EPCWID#1 - PROPERTY
DEMOLITION PLAN

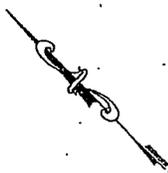


CITY OF EL PASO
ENGINEERING

GRAPHIC SCALE



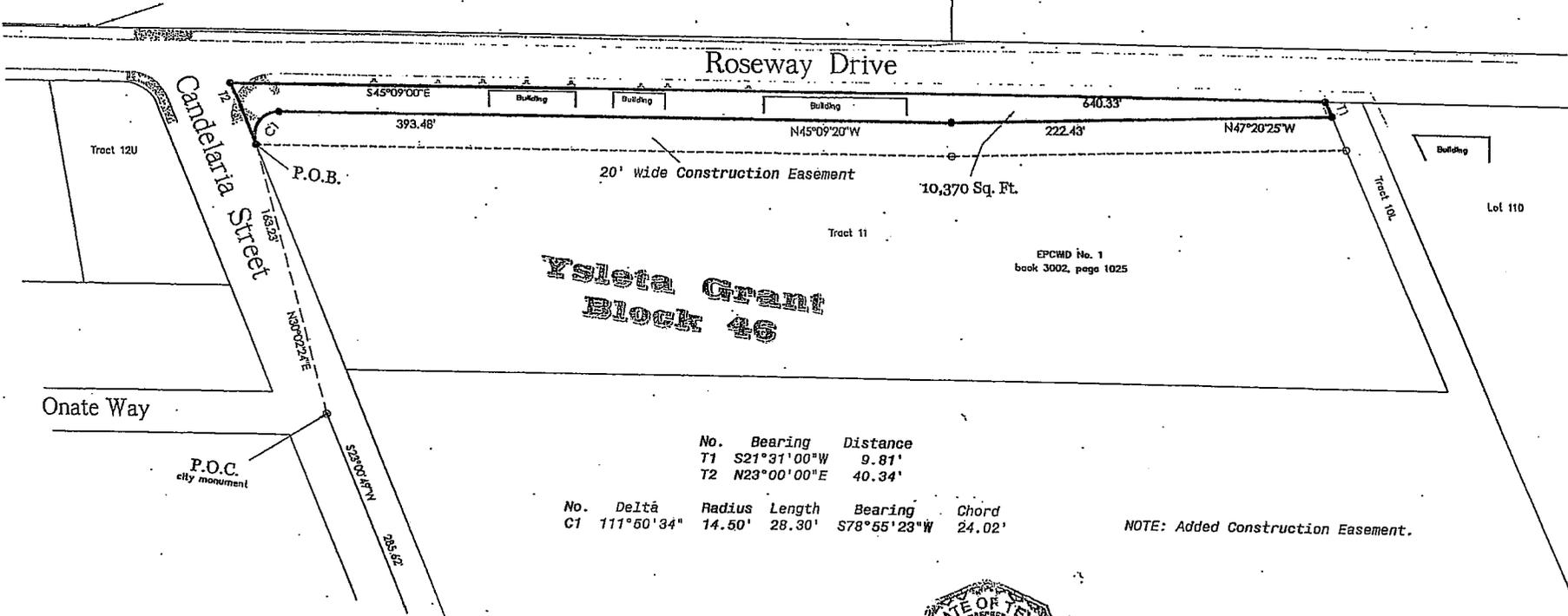
(IN FEET)
1 inch = 60 ft.



9101

9151

Roseway Drive



**Ysleta Grant
Block 46**

EPCMD No. 1
book 3002, page 1025

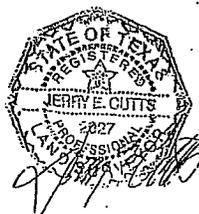
No.	Bearing	Distance
T1	S21°31'00"W	9.81'
T2	N23°00'00"E	40.34'

No.	Delta	Radius	Length	Bearing	Chord
C1	111°50'34"	14.50'	28.30'	S78°55'23"W	24.02'

NOTE: Added Construction Easement.

P.O.C.
city monument

ROW PLAT
PORTION OF TRACT 11,
BLOCK 46, YSLETA GRANT,
EL PASO, EL PASO COUNTY, TEXAS



Revised: 9-09-08 (see note)
Date surveyed: 07-13-04
Job No. 050413

Cutts Land Surveying, Inc.
Professional Land Surveyors

1100 Montana Avenue, Suite 206
El Paso, Texas 79902

Ph. (915) 534-9391
Fx. (915) 534-9394

JES

Exhibit "B"
Page 2 of 2