

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

DEPARTMENT: Engineering and Construction Management Department

AGENDA DATE: October 26, 2010

CONTACT PERSON/PHONE: R. Alan Shubert, P.E. - ext. 4423

DISTRICT AFFECTED: 2

SUBJECT:

An Ordinance authorizing the City Manager of the City of El Paso to sign a Transportation Easement to convey to the State of Texas approximately 0.487 acre of land in the City of El Paso located in Sections 17, Block 81, Township 2, Texas and Pacific Railway Company Surveys for use as part of the State of Texas Spur 601 controlled access highway construction project.

BACKGROUND / DISCUSSION:

The City of El Paso has committed to working with the State of Texas acting through the Texas Department of Transportation to expedite the construction on Spur 601. The City owns several parcels of property required for the construction of the roadway. This Ordinance authorizes the City Manager to sign a Transportation Easement for land presently within the Sun Metro lift station facility. In conjunction with the transfer of this land, the City Council is also being asked to approve a fee waiver agreement with TxDOT and, by resolution, a Multiple Use Agreement with the State of Texas that provides that the State will reconstruct the existing parking lot at the Sun Metro lift station at no cost to the City. The FTA has approved the Transportation Easement.

PRIOR COUNCIL ACTION:

March 6, 2010: Council approved an ordinance authorizing the transfer of 3.3054 Acres of land along and adjacent to Fred Wilson Road and Marshall Road held by the El Paso Water Utilities to this project.

June 15, 2010: Council approved an ordinance authorizing the transfer of 31.118 acres of land upon which portions of Fred Wilson Road was located for this project.

AMOUNT AND SOURCE OF FUNDING:

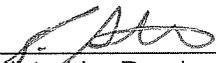
No funding is required to transfer this property.

BOARD / COMMISSION ACTION:

N/A

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

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

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

APPROVED FOR AGENDA:

CITY MANAGER: _____ **DATE:** _____

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY MANAGER OF THE CITY OF EL PASO TO SIGN A TRANSPORTATION EASEMENT TO THE STATE OF TEXAS OVER APPROXIMATELY 0.487 ACRE LOCATED IN SECTION 17, BLOCK 81, TOWNSHIP 2, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, EL PASO COUNTY, TEXAS, SAID TRANSPORTATION EASEMENT TO BE USED IN THE STATE OF TEXAS SPUR 601 CONTROLLED ACCESS HIGHWAY PROJECT; AND AUTHORIZING THE CITY MANAGER TO SIGN ANY AND ALL DOCUMENTS NECESSARY TO COMPLETE THE CONVEYANCE OF THE TRANSPORTATION EASEMENT.

WHEREAS, the Texas Transportation Commission has been authorized under the Texas Transportation Code Chapters 203, 224, and 361 to purchase land and such other property rights (including requesting that counties and municipalities acquire highway right of way) deemed necessary and convenient to a state highway or turnpike project to be constructed, reconstructed, maintained, widened, straightened, or extended, or to accomplish any other purpose related to the location, construction improvement, maintenance, beautification, preservation, or operation of a state highway or turnpike project, and including the acquisition of such other property rights deemed necessary for the purposes of operating a designated state highway or turnpike project, with control of access as necessary to facilitate the flow of traffic and promote the public safety and welfare on both non-controlled access facilities, as well as facilitating the construction, maintenance and operation of designated controlled access highways and turnpike projects; and

WHEREAS, the Texas Department of Transportation (TxDOT) has requested that the City of El Paso convey a Transportation Easement for land adjacent to Fred Wilson Avenue, containing approximately 0.487 acre of land located in Section 17, Block 81, Township 2, Texas and Pacific Railway Company Surveys, for use as part of the State of Texas Spur 601 controlled access highway construction project; and

WHEREAS, the City of El Paso staff has recommended that a Transportation Easement on the identified property be provided to the State of Texas for use in the TxDOT

Spur 601 limited access highway construction project and that TxDOT may make roadway improvements on the property subject to the Transportation Easement; and

WHEREAS, the State of Texas is a governmental entity that has the power of eminent domain; and

WHEREAS, Section 272.001 of the Texas Local Government Code provides that a political subdivision of the state may convey real property interest to a governmental entity that has the power of eminent domain without the statutory required notice and bidding requirements; and

WHEREAS, The State of Texas has agreed to construct and maintain parking lots within the right of way for Spur 601 that will serve City of El Paso facilities.

WHEREAS, The State of Texas will maintain Spur 601 and said highway will provide a valuable benefit to the City of El Paso; and

WHEREAS, the El Paso City Council finds that it is in the public interest to convey a transportation easement on the identified property to the State of Texas.

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

That the City Manager is hereby authorized to sign (1) a Transportation Easement, in a form approved by the City Attorney or his designee and (2) any other documents, including, but not limited to a Waiver of Fee Agreement, necessary to convey the Transportation Easement to the State of Texas, acting through its Texas Department of Transportation, on the following identified real property for use in the TxDOT Spur 601 controlled access highway construction project.

Approximately 0.487 acre of land adjacent to Fred Wilson Road and being a portion of Section 17, Block 81, Township 2, Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County, Texas, and more particularly described in Exhibit "A" attached hereto.

PASSED AND APPROVED this _____ day of _____, 2010.

THE CITY OF EL PASO

John F. Cook, Mayor

ATTEST:

Richarda Duffy Momsen, City Clerk

APPROVED AS TO FORM:

Mark Shoosmith

Mark Shoosmith
Assistant City Attorney

APPROVED AS TO CONTENT:

Liza Ramirez-Tobias

Liza Ramirez-Tobias
Capital Assets Manager

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED OF RECORD IN THE PUBLIC RECORDS: SOCIAL SECURITY NUMBER AND DRIVER'S LICENSE NUMBER.

TRANSPORTATION EASEMENT

Date: _____, 2010

Grantor: The City of El Paso, Texas, a Texas municipal corporation

Grantor's Mailing Address (including county): Attention: City Manager
Two Civic Center Plaza
El Paso, Texas
El Paso County, Texas 79901-1196

and

City Engineer
Two Civic Center Plaza
El Paso, Texas
El Paso County, Texas 79901-1196

Grantee: The State of Texas

Grantee's Mailing Address (including county): 125th East 11th Street
Austin, Texas 78701-2483
Travis County

and

District Engineer
El Paso District
Texas Department of Transportation
13301 Gateway West
El Paso, Texas 79928

This Transportation Easement is an easement for the construction, operation and maintenance of a controlled access highway, Spur 601, hereinafter referred to as the facilities, over, across, in and upon the lands of Grantor identified in Exhibit "A".

Consideration: TEN AND NO/100 DOLLARS, and other valuable consideration paid by the State of Texas acting by and through the Texas Transportation Commission, the receipt and sufficiency of which is hereby acknowledged and confessed, including the construction, operation and maintenance of a public road consisting of a controlled access highway, Spur 601, for the benefit of the City of El Paso and the general public in accordance with the terms herein.

Property:

Approximately 0.487 acre of land adjacent to Fred Wilson Road and being a portion of Section 17, Block 81, Township 2, Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County, Texas, and more particularly described by metes and bounds in Exhibit "A", hereafter, the "Property".

Conditions, Restrictions and Reservations from and Exceptions to Conveyance:

1. This Transportation Easement over the Property is made on an "AS IS" basis with all faults and with any and all latent and patent defects and with no express or implied warranty being made for a particular use or purpose. Grantee shall be responsible, at its own cost, to conduct any necessary archeological or environmental surveys or studies. Any remediation required by Grantee for or due to the transportation facility to be constructed on the Property shall be at Grantee's sole cost. By acceptance hereof, Grantee acknowledges that Grantee has not relied upon any covenant, representation or warranty, oral or written, express or implied by Grantor or by any representative of grantor with respect to the Property and that neither Grantor nor any representative of Grantor has made any covenant, representation or warranty, oral or written, express or implied of merchantability, marketability, physical condition, presence of hazardous materials, valuation, utility, fitness for a particular purpose, or otherwise. Grantee acknowledges and agrees that Grantee has inspected the Property and the physical and topographic condition of the Property and accepts the Property "AS IS" in its existing physical and topographic condition and that Grantee is relying on Grantee's own examination of the Property.
2. This conveyance is subject to (1) all easements, leases, agreements, licenses, rights-of-way, prescriptive rights or other interests which affect the Property, whether of record or not, including, but not limited to the continued rights of existing utilities, if any, and any required adjustment of such utilities which shall be at the cost to the Grantee and at no cost to the Grantor, (2) all presently recorded instruments affecting the Property (3) any matter which would be disclosed by title examination, survey, investigation or inquiry, including but not limited to the rights of parties in possession and (4) Grantor's right of entry over the Property to gain access to Grantor's property that is contiguous to the Property subject to this Transportation Easement.
3. Grantee, its successors or assigns shall not discard, place or store any radioactive material or other material which would contaminate or otherwise damage the groundwater supply or sources of the City of El Paso.
4. Grantor hereby for itself, its successors and assigns forever, reserves all water in and under, and that may be produced from or attributable to the Property. If the water estate is subject to existing production or an existing license, this reservation includes the production, the license and all benefits from it. Grantor hereby waives any and all rights of ingress and egress to the surface of the above described Property for the purpose of exploring, developing, or drilling for water; provided, however, that

operations for exploration or recovery of water shall be permissible so long as all surface operations in connection therewith are located at a point outside the above described property and upon the condition that none of such operations shall be conducted so near the surface of said land or in a manner as to interfere with the intended use thereof or in any way interfere with, jeopardize, or endanger the facilities of the Texas Department of Transportation or create a hazard to the public users thereof, it being understood that the Grantor may, subject to the limitations stated heretofore, explore, develop, drill and recover water below the surface of this Transportation Easement.

5. Grantor reserves all of the oil, gas and sulphur in and under the Property herein conveyed but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same.

Environmental protection:

Grantee shall protect the Property against pollution of its air, ground and water. Grantee shall comply with any laws regulations, conditions or instructions affecting the activity hereby authorized if and when issued by the United States Environmental Protection Agency, or any Federal, state, interstate or local governmental agency having jurisdiction to abate or prevent pollution. The disposal of any toxic or hazardous materials within the Property is specifically prohibited. Such regulations, conditions, or instructions in effect or prescribed by the said United States Environmental Protection Agency, or any Federal, state, interstate or local government agency are hereby made a condition of this easement. The grantee shall not discharge waste or effluent from the Property in such a manner that the discharge will contaminate streams or other bodies of water or otherwise become a public nuisance. The use of any pesticides or herbicides within the Property shall be in conformance with all applicable Federal, state, interstate and local laws and regulations. The Grantee shall use all reasonable means available to protect the environment and natural resources and where damage occurs arising from Grantee's activities, the Grantee shall pay for restoration of the damaged resources.

Notice:

All correspondence and notices to be given pursuant to this easement shall be addressed to the parties at the addresses given above. Notice shall be deemed to have been duly given if and when deposited, postage prepaid, at a United States post office facility.

Protection of Grantor's Property:

Grantee shall be responsible for any damage that Grantee may cause to Property of Grantor by the activities of Grantee not contemplated under this Transportation easement. Any Property of Grantor so damaged or destroyed by Grantee shall be promptly repaired or replaced by Grantee to a condition as near as possible to the original condition existing prior to such damage, satisfactory to Grantor or at the election of Grantor, reimbursement made therefore by Grantee in an amount necessary to restore or replace the Property to such a condition satisfactory to Grantor.

Termination:

This Transportation Easement may be terminated by Grantor due to (1) the failure of Grantee to comply with any or all of the conditions of this easement, (2) for non-use for a period of two years or (3) for abandonment of the easement by Grantee. Grantor shall provide Grantee with sixty (60) calendar days written notice of Grantee's failure to comply with the conditions of this easement during which time Grantee may cure such failure to comply, provided, however, that in the event such cure reasonably requires more than sixty (60) days to complete, Grantee shall prosecute and complete said cure with due diligence and in a timely manner. Grantor shall provide Grantee with sixty (60) calendar days written notice for non-use and/or abandonment.

If Grantee determines pursuant to Section 202.021 of the Transportation Code, as it may be amended from time to time, that all or any part of the Easement Property is no longer needed for the purposes of the Project, Grantee shall notify Grantor of its intent to terminate all or part of this Transportation Easement.

Upon notification of Grantee's desire to terminate all or any part of this Transportation Easement, Grantor shall determine what, if any, restoration shall be made by Grantee pursuant to the restoration clause of this Transportation Easement. Upon restoration satisfactory to Grantor, Grantor shall provide Grantee with acceptance of the termination of that part of the Transportation Easement as requested by Grantee and the Transportation Easement or the applicable portion thereof shall be terminated at such time.

Upon any easement termination event, and upon the written request of Grantor after the approval of the El Paso City Council, Grantee agrees that pursuant to Section 202.025 of the Transportation Code as it may be amended from time to time, Grantee will recommend that the Texas Transportation Commission request the Governor to execute for delivery to Grantor, its successors or assigns, a proper deed of reconveyance or other recordable document showing Grantee relinquishes its interest in the applicable portion of the Transportation Easement.

Restoration:

On or before the termination or revocation of this Transportation Easement, the Grantee shall, without expense to the Grantor and within such time as Grantor may indicate, restore the Property to the satisfaction of the Grantor. In the event the Grantee shall fail to restore the Property, at the option of the Grantor, said improvements shall either become the Property of the Grantor without compensation therefore, or the Grantor shall have the option to perform the restoration at the expense of the Grantee and Grantee shall have not claim for damages against Grantor for such action.

Conveyance:

Grantor, for the consideration and subject to the restrictions, reservations from

and exceptions to conveyance, and subject to the above "Termination" paragraph, grants and conveys to Grantee this Transportation Easement over the Property to Grantee and Grantee's successors or assigns for as long as the Property is used for a controlled access highway transportation system by Grantee or Grantee's successors or assigns.

GRANTOR: THE CITY OF EL PASO
A Municipal Corporation

Joyce Wilson, City Manager

ACCEPTANCE

This Transportation Easement is hereby accepted by Grantee under the terms, covenants, obligations and conditions stated hereinabove:

GRANTEE: The State of Texas

By: _____
(print name) _____
(title) _____

ACKNOWLEDGMENTS

STATE OF TEXAS }
 }
COUNTY OF EL PASO }

This instrument was acknowledged before me on the _____ day of _____, 2010, by Joyce Wilson, as the City Manager of the City of El Paso, a Texas home-ruled municipal corporation on behalf of said corporation as GRANTOR.

Notary Public, State of Texas

My Commission Expires: _____

STATE OF TEXAS }
 }
COUNTY OF _____ }

This instrument was acknowledged before me on the _____ day of _____, 2010, by _____, the _____ of _____.

Notary Public, State of Texas

My Commission Expires: _____

EXHIBIT A

County: El Paso
Parcel No.: 4
Highway: State Spur 601
Limits: From: Sta. 118+03.87
To: Sta. 495+95.22
RCSJ: 1046-03-002
CCSJ: 1046-03-001
OWNER: City of El Paso, Texas

CITY CLERK DEPT.
09 FEB - 7 AM 10:37

PROPERTY DESCRIPTION FOR PARCEL 4
(TOTAL ACREAGE 95.646 ACRES)

PARCEL 4-PART 5 (0.487 ACRE)

DESCRIPTION OF A 0.487 ACRE TRACT OF LAND LOCATED IN SECTION 17, BLOCK 81, TOWNSHIP 2, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, EL PASO COUNTY, TEXAS, BEING A PORTION OF A REMAINDER OF A CALLED 20.13 ACRE TRACT OF LAND DESCRIBED IN AN UN-RECORDED RESOLUTION TO THE CITY OF EL PASO, DATED JUNE 21, 1957, BEING FURTHER DESCRIBED AS A CALLED 7.0 ACRE TRACT OF LAND, DESCRIBED IN AN UN-RECORDED JOINT RESOLUTION OF THE PUBLIC SERVICE BOARD AND THE CITY OF EL PASO FROM JURISDICTION OF THE PSB TO THE CITY OF EL PASO FOR USE BY SUN METRO MASS TRANSIT, DATED NOVEMBER 11, 1998, SAID 0.487 ACRE TRACT, AS SHOWN ON A RIGHT-OF-WAY SKETCH PREPARED BY SAM, INC. FOR THIS PARCEL, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 5/8-inch Iron rod with a "SAM Inc" aluminum cap set in the proposed north right-of-way line of State Spur 601, being 86.02 feet left of State Spur 601 Survey Baseline station 147+98.62, same being in the common line of said 7.0 acre tract and a called 4.747 acre tract of land, Ordinance No. 15477, El Paso City/County Health and Environmental District Animal Shelter Facility, Dated July 1, 2003;

THENCE leaving said common line, with said proposed north right-of-way line, crossing through the interior of said 7.0 acre tract, the following three (3) courses and distances:

1. S 85° 03' 47" E, a distance of 229.59 feet to a 5/8-inch Iron rod with a "SAM Inc" aluminum cap set, for an angle point,
2. S 88° 03' 50" E, a distance of 160.16 feet to a 5/8-inch Iron rod with a "SAM Inc" aluminum cap set, for an angle point, and
3. S 89° 12' 35" E, a distance of 191.00 feet to a 5/8-inch Iron rod with a "SAM Inc" aluminum cap set 77.82 feet left of State Spur 601 Survey Baseline station 153+79.01, same being the east line of said 7.0 acre tract, and a west line of said 20.13 acre tract;

THENCE leaving said proposed north right-of-way line, with said common line, S 01° 54' 58" W, a distance of 36.82 feet to a 1/2-inch iron rod with a "SAM Inc" plastic cap set in the existing north right-of-way line of Fred Wilson Avenue, a varying width right-of-way, same being the southeast corner of the tract described herein;

THENCE leaving said common line, with said existing north right-of-way line, and same being the south line of said 7.0 acre tract, the following two (2) courses and distances:

1. N 88° 05' 58" W, a distance of 477.62 feet to a 1/2-inch iron rod with a "SAM Inc" plastic cap set, for an angle point, and
2. S 89° 40' 25" W, a distance of 102.85 feet to a 1/2-inch iron rod with a "SAM Inc" plastic cap set, for the south common corner of said 7.0 acre tract and said 4.747 acre tract;

THENCE leaving said existing right-of-way line, with the common line of said 7.0 acre tract and said 4.747 acre tract, N 01° 54' 58" E, a distance of 49.38 feet to the POINT OF BEGINNING, and containing 0.487 acres of land, more or less.

This property description is accompanied by a separate plat of even date.

Bearings and Coordinates are based on the Texas State Plane Coordinate System, NAD 83, Central Zone and adjusted to surface using a Combined Scale Factor of 1.00023100 as surveyed from NGS Triangulation Station ELP A (PID# AB8586) and NGS Benchmark Disk X 1118 (PID# CE0141). Bearing and Distance between ELP A AND X 1118 based on published Grid Coordinates is S 85° 19' 04" E, 28,662.24'.

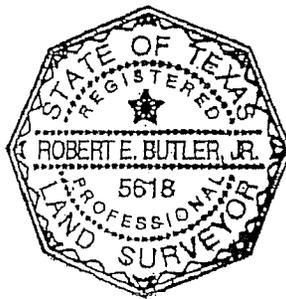
THE STATE OF TEXAS §
 §
 §
COUNTY OF TRAVIS §

KNOW ALL MEN BY THESE PRESENTS:

That I, Robert E. Butler, Jr., a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 29th day of June, 2007 A.D.

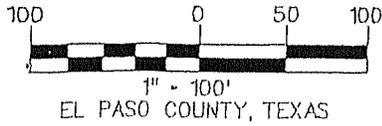
SURVEYING AND MAPPING, Inc.
5508 West Highway 290, Building B
Austin, Texas 78735



Robert E. Butler, Jr.

 Robert E. Butler, Jr.
 Registered Professional Land Surveyor
 No. 5618 – State of Texas

CITY CLERK DEPT.
09 FEB - 7 AM 10:37



EL PASO COUNTY, TEXAS



SECTION 17
BLOCK 81, TSP 2

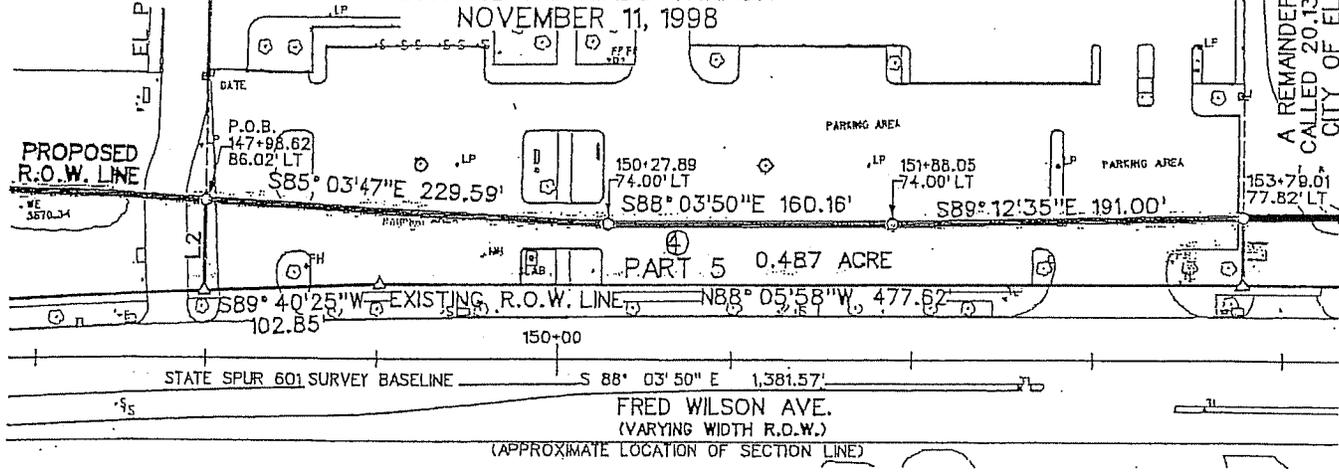
LEGEND

- TYPE I CONCRETE MONUMENT FOUND
- TYPE II CONCRETE MONUMENT FOUND UNLESS NOTED
- ⊞ TYPE II CONCRETE MONUMENT SET
- ⊙ 1/2" PIPE FOUND UNLESS NOTED
- 5/8" IRON ROD W/SAM INC. ALUMINUM CAP SET UNLESS NOTED
- 1/2" IRON ROD FOUND UNLESS NOTED
- FENCE POST FOUND UNLESS NOTED
- ▲ CALCULATED POINT UNLESS NOTED
- ▲ 60 D NAIL FOUND UNLESS NOTED
- △ 1/2" IRON ROD W/SAM INC. PLASTIC CAP SET UNLESS NOTED
- 5/8" IRON ROD W/SAM INC. ALUMINUM CAP SET STAMPED "ADL" UNLESS NOTED
- PROPERTY LINE
- CENTER LINE
- () RECORD INFORMATION
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- P.O.R. POINT OF REFERENCE
- ADL ACCESS DENIAL LINE
- RF IRON ROD FOUND
- PF IRON PIPE FOUND
- ACCESS DENIAL LINE
- D.R.E.C.TX. DEED RECORDS EL PASO COUNTY, TEXAS
- P.R.E.C.TX. PLAT RECORDS EL PASO COUNTY, TEXAS
- O.P.R.E.C.TX. OFFICIAL PUBLIC RECORDS EL PASO COUNTY, TEXAS
- O.P.R.R.P.E.C.TX. OFFICIAL PUBLIC RECORDS OF REAL PROPERTY EL PASO COUNTY, TEXAS

A REMAINDER OF A
 CALLED 20.13 ACRES
 CITY OF EL PASO
 JUNE 21, 1957
 FURTHER DESCRIBED AS
 A CALLED 4.747 ACRES
 ORDINANCE NO. 15477
 EL PASO CITY/COUNTY HEALTH AND
 ENVIRONMENTAL DISTRICT
 ANIMAL SHELTER FACILITY.
 JULY 1, 2003

A REMAINDER OF A
 CALLED 20.13 ACRES
 CITY OF EL PASO
 JUNE 21, 1957
 FURTHER DESCRIBED AS
 A CALLED 7.0 ACRES
 JOINT RESOLUTION OF THE
 PUBLIC SERVICE BOARD AND THE CITY
 OF EL PASO FROM JURISDICTION OF THE
 PSB TO THE CITY OF EL PASO FOR USE BY
 SUN METRO MASS TRANSIT
 NOVEMBER 11, 1998

A REMAINDER OF A
 CALLED 20.13 ACRES
 CITY OF EL PASO
 JUNE 21, 1957



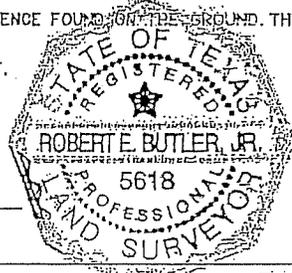
NOTES:

1. RECORD INFORMATION ON THIS DRAWING IS BASED ON A PUBLIC RECORDS SEARCH BY THE SURVEYOR AND MAY NOT INCLUDE ALL EASEMENTS OR INSTRUMENTS PERTAINING TO THIS PROPERTY.
2. BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE AND ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.00023100 AS SURVEYED FROM NGS TRIANGULATION STATION ELP A (PID# ABB586) AND NGS BENCHMARK DISK X 1118 (PID# CE0141). BEARING AND DISTANCE BETWEEN ELP A AND X 1118 BASED ON PUBLISHED GRID COORDINATES IS S85° 19'04" E, 28,662.24'.
3. IMPROVEMENTS SHOWN HEREON ARE BASED UPON TXDOT AERIAL SURVEY DIGITAL FILES SUPPLEMENTED BY ON-THE-GROUND SURVEY BY SAM, INC. AND/OR LANDTECH. THERE MAY BE ADDITIONAL IMPROVEMENTS THAT ARE NOT SHOWN.
4. VISIBLE UTILITIES SHOWN HEREON ARE BASED UPON VISIBLE EVIDENCE FOUND ON THE GROUND. THERE MAY BE ADDITIONAL UNDERGROUND UTILITIES THAT ARE NOT SHOWN.
5. PROPERTY DESCRIPTION OF EVEN DATE ACCOMPANIES THIS PLAT.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND
 UNDER MY DIRECTION AND SUPERVISION, AND THAT THIS PLAT IS
 TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

ROBERT E. BUTLER, JR.
 REGISTERED PROFESSIONAL LAND SURVEYOR
 NO. 5618, STATE OF TEXAS

06/29/07
DATE



SECTION 20
 BLOCK 81, TSP 2
 CITY OF EL PASO
 FEB - 7 AM 10:37
 CITY CLERK DEPT.

PAGE 03 OF 03
 REF. FIELD NOTE NO. 4461



RIGHT-OF-WAY SKETCH
 SHOWING PROPERTY OF
 CITY OF EL PASO
 EL PASO COUNTY
 RCSJ NO.1046-03-002