

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

DEPARTMENT: Engineering and Construction Management Department

AGENDA DATE: November 2, 2010

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

DISTRICT AFFECTED: 2

SUBJECT:

A Resolution authorizing the Mayor of the City of El Paso to sign a Multiple Use Agreement with the State of Texas Department of Transportation (TxDOT) for construction of and use by the City of a parking lot on approximately 0.487 acre of land at the Sun Metro lift station facility in conjunction with the construction of Spur 601 by TxDOT.

BACKGROUND / DISCUSSION:

The City of El Paso has committed to working with the State of Texas acting through TxDOT to expedite the construction on Spur 601. The City owns several parcels of property required for the construction of the roadway. The Ordinance accompanying this resolution authorizes the City Manager to sign a Transportation Easement for land presently within the Sun Metro lift station facility. In conjunction with the conveyance of the Transportation Easement, the City Council is being asked to approve, by this resolution, a Multiple Use Agreement with the State of Texas that provides that TxDOT's construction contractor will reconstruct the existing parking lot at the Sun Metro lift station at no cost to the City. The City will have the use of the parking lot for its employees and the general public.

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:

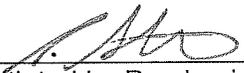
No funding is required to in regard to the Multiple Use Agreement.

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:** _____

RESOLUTION

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

That the City Council authorizes the Mayor to enter into an interlocal agreement entitled "Multiple Use Agreement" with The Texas Department of Transportation. The agreement provides that TxDOT's contractor will construct parking spaces in the highway right-of-way for the use of the City and the public at the Sun Metro Facility adjacent to Spur 601 at no cost to the City. The parking spaces shall be located in the 0.487 acre area of the Transportation Easement provided from the City to the State of Texas for TxDOT's construction of Spur 601. The City shall be responsible for keeping the parking lot in a clean and sanitary condition.

ADOPTED THIS _____ DAY OF _____, 2010.

THE CITY OF EL PASO:

John F. Cook, Mayor

ATTEST:

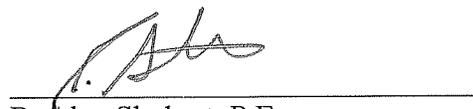
Richarda Duffy Momsen, City Clerk

APPROVED AS TO FORM:



Mark Shoosmith
Assistant City Attorney

APPROVED AS TO CONTENT:



R. Alan Shubert, P.E.
City Engineer

MULTIPLE USE AGREEMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

THIS AGREEMENT made by the State of Texas by and between the Texas Department of Transportation, hereinafter referred to as "State", party of the first part, and the City of El Paso, hereinafter called "City", party of the second part, is to become effective when fully executed by both parties.

WITNESSETH

WHEREAS, on the ___ day of _____, 2010, the governing body for the City of El Paso, passed a Resolution hereinafter identified by reference, authorizing the City's participation in this agreement with the State: and

WHEREAS, the City has requested the State to permit the construction maintenance and operation of a public parking lot on the highway right-of-way, (General description of Area)

On Spur 601, at Reference Marker 20.800.

Shown graphically by the preliminary conceptual site plan in Exhibit "A" and being more specifically described by metes and bounds of Exhibit "B", which are attached and part hereof; and

WHEREAS, The State has indicated its willingness to approve the establishment of such facilities and other uses conditioned that the City will enter into agreements with the State for the purpose of determining the respective responsibilities of the City and the State will reference thereto, and conditions that such uses are in the public interest and will not damage the highway facilities, impair safety, impede maintenance or in any way restrict the operation of the highway facility, all as determined from engineering and traffic investigations conducted by the State.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

1. DESIGN AND CONSTRUCTION

The City will prepare or provide for the construction plans for the facility, and will provide for the construction work as required by said plans at no cost to the State. Said plans shall include the design of the access control, necessary horizontal and vertical clearances for highway structures, adequate landscape treatment, adequate detail to ensure compliance with applicable structural design standards, sufficient traffic control provisions, and general layout. They shall also delineate and define the construction responsibilities of both parties hereto. Completed plans will be submitted to State for review and approval and when approved shall be attached to the agreement and made a part thereof in all respects. Construction shall not commence until plans have been approved by the State. Any future revisions or additions shall be made after prior written approval of the State.

2. INSPECTION

Ingress and egress shall be allowed at all times to such facility for Federal Highway Administration personnel and State Forces and equipment when highway maintenance operations are necessary, and for inspection purposes; and upon request, all parking or other activities for periods required for such operations will be prohibited.

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

3. PARKING REGULATIONS

Parking regulations shall be established limiting parking to single unit motor vehicles of size and capacity no greater than prescribed for 11/2 ton trucks, such vehicles to conform in size and use to governing laws. Parking shall be permitted only in marked spaces.

Parking shall be prohibited when a security threat, as determined by TxDOT, exists.

4. PROHIBITION/SIGNS

Regulations shall be established prohibiting the parking of vehicles transporting flammable or explosive loads and prohibiting use of the area in any manner for peddling, advertising or other purposes not in keeping with the objective of a public facility. The erection of signs other than those required for proper use of the area will be prohibited. All signs shall be approved by the State prior to the actual erection.

5. RESPONSIBILITIES

Maintenance and operation of the facility shall be entirely the responsibility of the City. Such responsibility shall not be transferred, assigned or conveyed to a third party without the advanced written approval of the State. Further, such responsibility shall include picking up trash, mowing and otherwise keeping the facility in a clean and sanitary condition, and surveillance by police patrol to eliminate the possible creation of a nuisance or hazard to the public. Hazardous or unreasonably objectionable smoke, fumes, vapor or odors shall not be permitted to rise above the grade line of the highway, nor shall the facility subject the highway to hazardous or unreasonably objectionable dripping, droppings or discharge of any kind, including rain or snow.

6. FEES

Any fees levied for use of the facilities in the area shall be nominal and no more than are sufficient to defray the cost of construction, maintenance and operations thereof, and shall be subject to State approval.

7. TERMINATION UPON NOTICE

This provision is expressly made subject to the rights herein granted to both parties to terminate this agreement upon notice, and upon the exercise of any such right by either party, all obligations herein to make improvements to said facility shall immediately cease and terminate.

8. MODIFICATION/TERMINATION OF AGREEMENT

If in the sole judgment of the State it is found at any future time that traffic conditions have so changed that the existence or use of the facility is impeding maintenance, damaging the highway facility, impairing safety or that the facility is not being properly operated, that it constitutes a nuisance, is abandoned, or if for any other reason it is the State's judgment that such facility is not in the public interest, this agreement under which the facility was constructed may be: (1) modified if corrective measures acceptable to both parties can be applied to eliminate the objectionable features of the facility; or (2) terminated and the use of the area as proposed herein discontinued.

9. PROHIBITION OF STORAGE OF FLAMMABLE MATERIALS

All structures located or constructed within the area covered by the agreement shall be fire resistant. The storage of flammable, explosive or hazardous materials is prohibited. Operations deemed to be a potential fire hazard shall be subject to regulation by the State.

10. RESTORATION OF AREA

The City shall provide written notification to the State that such facility will be discontinued for the purpose defined herein. The City shall, within thirty (30) days from the date of said notification, clear the area of all facilities that were its construction responsibility under this agreement and restore the area to a condition satisfactory to the State.

11. PREVIOUS AGREEMENTS

It is understood that this agreement in no way modifies or supersedes the terms and provisions of any existing agreements between the parties hereto.

12. INDEMNIFICATION

The City acknowledges that it is not an agent, servant or employee of the State, and that it is responsible for its own acts and deeds and for those of its agents or employees during the performance of contract work.

Neither party hereto intends to waive, relinquish, limit or condition its right to avoid any such liability by claiming its governmental immunity.

When notified by the State to do so, the other party hereto shall within thirty (30) days from receipt of the State's written notification pay the State for the full cost of repairing any damages to the highway facility which may result from its construction, maintenance or operation of the facility, and shall promptly reimburse the State for costs of construction and/or repair work made necessary by reason of such damages.

Nothing in this agreement shall be construed as creating any liability in favor of any third party against the State and the City. Additionally, this agreement shall not ever be construed as relieving any third party from any liability against the State and the City, but the City shall become fully subrogated to the State and shall be entitled to maintain any action over and against the third party which may be liable for having caused the City to pay or disburse any sum of money hereunder.

13. INSURANCE

The City of El Paso shall provide necessary safeguards to protect the public on State maintained highways including adequate insurance for payment of any damages which might result during the construction, maintenance and operation of the facility occupying such airspace or thereafter, and to save the State harmless from damages, to the extent of said insurance coverage and insofar as it can legally do so. Prior to beginning work on the State's right of way, the City's construction contractor shall submit to the State a completed insurance form (TxDOT Form No. 1560) and shall maintain the required coverage during the construction of the facility.

14. USE OF RIGHT OF WAY

It is understood that the State by execution of this agreement does not impair or relinquish the State's right to use such land for highway purposes when it is required for the construction or re-construction of the traffic facility for which it was acquired, nor shall use of the land under such agreement ever be construed as abandonment by the State of such land acquired for highway purposes, and the State does

not purport to grant any interest in the land described herein but merely consents to such use to the extent its authority and title permits.

15. ADDITIONAL CONSENT REQUIRED

The State asserts only that it has sufficient title for highway purposes. The City shall be responsible for obtaining such additional consent, permits or agreement as may be necessary due to this agreement. This includes, but is not limited to, appropriate permits and clearances for environmental, ADA and public utilities.

16. FHWA ADDITIONAL REQUIREMENTS

If the Facility is located on the Federal-Aid Highway System, "ATTACHMENT A", which states additional requirements as set forth in the Federal Highway Administration's Title 23, Code of Federal Regulations, § 710, shall be attached to and become a part of this agreement.

17. CIVIL RIGHTS ASSURANCES

The City, for itself, its personal hereby covenant and agree as a covenant running with the land that: (1) no persons, on the grounds of race, color, sex, age, national origin, religion or disabling condition, shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facility; (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, age, national origin, religion or disabling condition, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (3) that the City shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That if in the event of any breach of the above non-discrimination covenants, the State shall have the right to terminate the agreement and reenter and repossess said land and the facilities thereon, and hold the same as if said agreement had never been made or issued.

18. AMENDMENTS

Any changes in the time frame, character or responsibilities of the parties hereto shall be enacted by a written amendment executed by both parties hereto.

19. LEGAL CONSTRUCTION

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this agreement.

20. NOTICES

All notices required under this agreement shall be mailed or hand delivered to the following respective addresses:

STATE
(Mailing Address)

Texas Department of Transportation
Maintenance Division
125 East 11th Street
Austin, Texas 78701-2483

CITY OF EL PASO
(Mailing Address)

City of El Paso
City Manager
2 Civic Center Plaza
El Paso, TX 79901

21. WARRANTS

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

List of Attached Exhibits attached hereto and incorporated herein as though set forth in full:

- Exhibit A - General Layout
- Exhibit B - Metes and Bounds Description
- Exhibit C - Approved Construction Plans
- Exhibit D - Certificate of Insurance (TxDOT Form 1560)
- Exhibit E - Attachment A (FHWA Additional Requirements)
- Exhibit F - Definitions and Clarifications

IN WITNESS WHEREOF, the parties have hereunto affixed their signature, the City of El Paso on the ____ day of _____, 2010 and the State on the ____ day of _____, 20__.

City of El Paso

By: _____
John F. Cook, Mayor

Date: _____, 2010

STATE OF TEXAS

Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, and established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: _____
Director, Maintenance Division
Toribio Garza, Jr., P.E.
Printed Name

_____, 2010
Date

APPROVAL RECOMMENDED:

District Engineer
Charles Berry, P.E.
Printed Name

_____, 2010
Date

IN WITNESS WHEREOF, the parties have hereunto affixed their signature, the City of El Paso on the _____ day of _____, 2010, and the State on the _____ day of _____, 20____.

RECOMMENDED BY:

By: _____
Executive Director
Texas Department of Transportation

Amadeo Saenz
Printed Name

Date

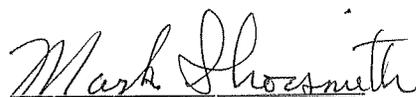
Executed for the State of Texas by the State's
Chief Executive Officer in accordance with
Texas Constitution, Article IV, § 10.0

By : _____
Governor of Texas

Rick Perry
Printed Name

_____, 2010
Date

APPROVED AS TO FORM:


Mark Shoemith
Assistant City Attorney

APPROVED AS TO CONTENT:



R. Alan Shubert, P.E.
City Engineer

EXHIBIT E

ATTACHMENT A

Inasmuch as this project is on the Federal-Aid highway system, the following additional requirements as applicable with the Federal Highway Administration's Title 23, Code of Federal Regulations, § 710.

1. Any significant revision in the design or construction of the facility shall receive prior approval by the Texas Department of Transportation subject to concurrency by the FHWA.
2. Any change in the authorized use of airspace shall receive prior approval by the Texas Department of Transportation subject to concurrence by the FHWA.
3. The airspace shall not be transferred, assigned or conveyed to another party without prior Texas Department of Transportation approval subject to concurrence by the FHWA.
4. This agreement will be revocable in the event that the airspace facility ceases to be used or is abandoned.

EXHIBIT F

Definitions and Clarifications

Definitions:

1. Texas Department of Transportation – State agency responsible for implementing the Spur 601 Pass-Through Toll Project in El Paso County
2. City of El Paso – City Municipality
3. J. D. Abrams, L. P. – Developer responsible for the Right-of-Way Acquisition, Utility Accommodation, Design and Construction of Spur 601 through a Pass-Through Toll Agreement

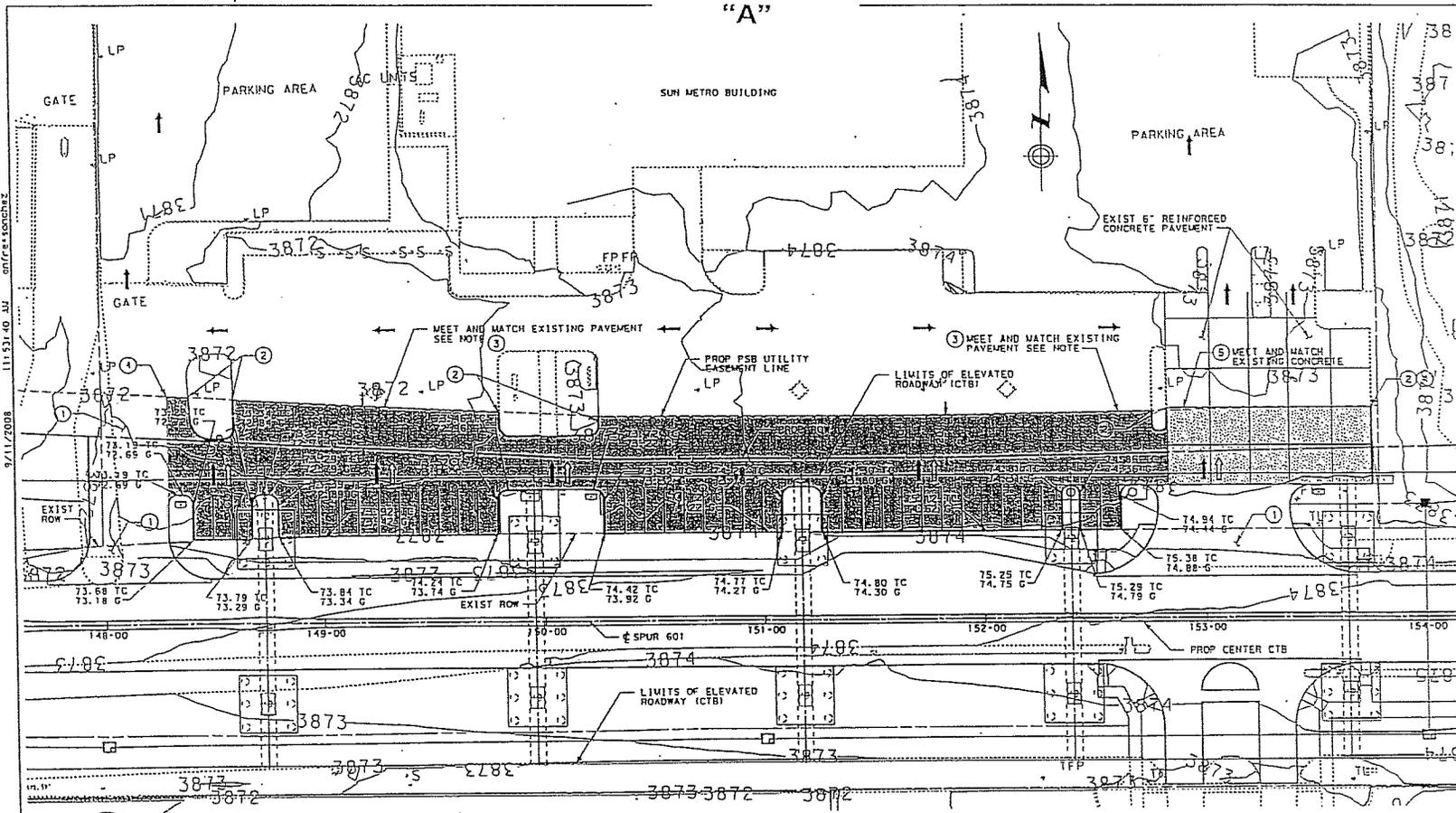
Clarifications:

1. Agreement Section 1 – Design and Construction – the design and construction of the parking lot will be performed by J. D. Abrams, L. p. as a part of the Spur 601- Pass-Through Toll Project. This design and construction is being done at no cost to the City of El Paso and the City of El Paso accepts the design and construction of the parking lot by J. D. Abrams.
2. Agreement Section 1 – Design and Construction – Completed plans were submitted to and approved by TxDOT-ELP as part of the design process of Spur 601 – TxDOT-ELP will have oversight responsibilities for inspection and material testing during the construction of Spur 601
3. Section 6 – Fees – Clarify that any fees levied for use of the facilities (parking lot) by the City of El Paso in the area shall be nominal and no more than sufficient to defray the cost

of construction, maintenance and alterations thereof, and shall be subject to State approval.

4. Section 8- Modification/termination of Agreement. Add: "Provided that if the reason for termination by the State is based on the acts, errors or omissions of the City or is a reason that the City can address to the satisfaction of the State, the State shall give the City 30 days written notice of the measures the City must take to avoid the termination of this agreement. If the City fails to take the required measures for a period of thirty (30) days after receipt of written notice from the State, the State may terminate this agreement, unless during such thirty-day period, the City commences and thereafter diligently performs the required measures as may be reasonably necessary."
5. Section 12 – Indemnification – third paragraph – Clarify that the damages to the highway which may result are from the maintenance of, operation of and any future construction not related to the Spur 601 Pass-Through Toll Agreement of the facilities (parking lot).
6. Section 13 – Insurance – The City of El Paso and self insured and will provide documentation to that fact. The City of El Paso is not required to provide insurance form (TxDOT Form No. 1560) during the initial construction of the parking lot by J. D. Abrams, L. P. as part of the Spur 601 Pass-Through Toll Agreement. The city will provide proof of insurance for any future construction on the facility after completion of Spur 601 as required by txDOT
7. Section 15 – Additional Consent Requirements – The City of El Paso shall be responsible for obtaining such additional applicable consent, permits or agreements as may be necessary due to this agreement.
8. Section 21 – Warrants – Exhibit D- Certificate of Insurance- City of El Paso is Self Insured and will provide documentation to that fact.
9. Section 21 – Warrants – Add Exhibit F – Definitions and Clarifications

EXHIBIT "A"



- LEGEND**
- 74.84 TC - PROPOSED TOP OF CURB ELEV
 - 74.44 G - EXISTING CUTTER ELEV
 - ↑ EXISTING FLOW (TO DRAINAGE POND AT REAR OF PROPERTY)
 - PROPOSED FLOW
 - ▨ LIMITS OF HMAc REPLACEMENT
 - ▨ LIMITS OF CONCRETE PAVEMENT REPLACEMENT
 - EXIST CURB AND GUTTER
 - PROP CURB AND GUTTER
- NOTES**
- 1 PROPOSED CONCRETE DRIVEWAY. REFER TO SEGMENT B ROADWAY PLANS.
 - 2 MATCH EXISTING CURB AND GUTTER.
 - 3 STRAIGHT SAW CUT LINE SHALL ENCOMPASS THE CONSTRUCTION LIMITS AND ANY DAMAGED HMAc PAVEMENT WHICH MAY EXIST OUTSIDE THE LIMITS OF REPLACEMENT BETWEEN SPUR STA 148+28 TO SPUR STA 153+75.
 - 4 SEE SHEET 6 FOR LOCATION COORDINATE OF THIS POINT.
 - 5 EXISTING SAWED JOINT (S/J) AS SHOWN ON SHEET NO. 5 CONTRACTOR SHALL SAW CUT AND REMOVE EXISTING CONCRETE PAVEMENT AT THIS EXISTING JOINT LOCATION.

THE SEAL APPEARING ON THIS DOCUMENT HAS AUTHORIZED BY RAMON E. LARA, P.E. 37849, 8/11/2008

0 25 50
SCALE: 1"=50' H
1"=10' V

NO	DATE	REVISION	APPROVED
0	09/11/08	RELEASE FOR CONSTRUCTION	REL

RFC J.D. ABRAMS, L.P.
OCT 02 2008

Texas Department of Transportation
© 2007

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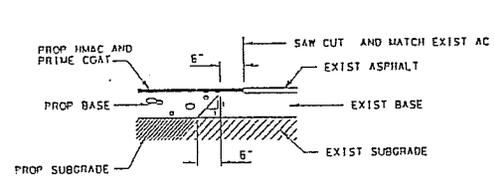
Parkhill, Smith & Cooper, Inc.
Engineers - Architects - Planners

SPUR 601
SUN METRO
PARKING LOT

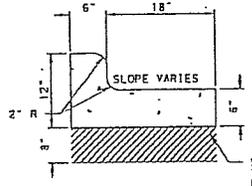
GRADING AND DRAINAGE PLAN
SHEET 4 OF 6 PRK_SW_004.dgn

STATE	DIST.	COUNTY	PROJECT NO.
TEXAS	ELP	EL PASO	PTF 2007 (853)
CONF.	SECT.	JOB	HIGHWAY NO.
1066	03	001, ETC	SPUR 601

GRADING AND DRAINAGE PLAN

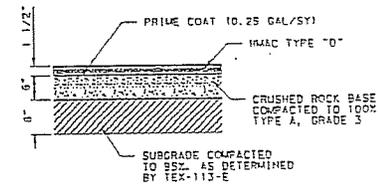


ASPHALT PAVEMENT JUNCTION
NTS



CURB AND GUTTER DETAIL
NTS

- NOTES**
1. CONCRETE SHALL BE 3000 PSI MIN AT 28 DAYS.
 2. DILATY JOINT AT 10'-0" OC.
 3. EXPANSION JOINTS AT CURB RETURNS AND 40' MAXIMUM INTERVALS.



PAVEMENT SECTION
NTS

P:\SUNMETRO\3-PARKING\SPUR601\PRK_SW_004.dgn
 8/11/08 11:51:11 AM
 8002/11/08

EXHIBIT "B"

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

PROPERTY DESCRIPTION FOR PARCEL 4
(TOTAL ACREAGE 106.492 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

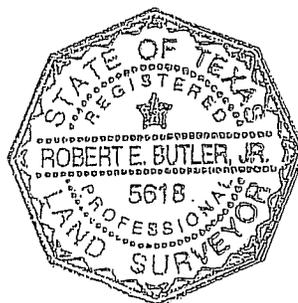
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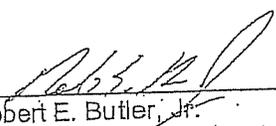
KNOW ALL MEN BY THESE PRESENTS:

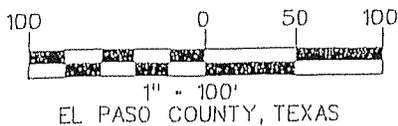
That I, Robert E. Butler, Jr., a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

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

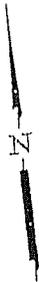
SURVEYING AND MAPPING, Inc.
5508 West Highway 290, Building B
Austin, Texas 78735




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



EL PASO COUNTY, TEXAS



L1
S01° 54'58"W
36.82'

L2
N01° 54'58"E
49.38'

SECTION 17
BLOCK 81, TSP 2

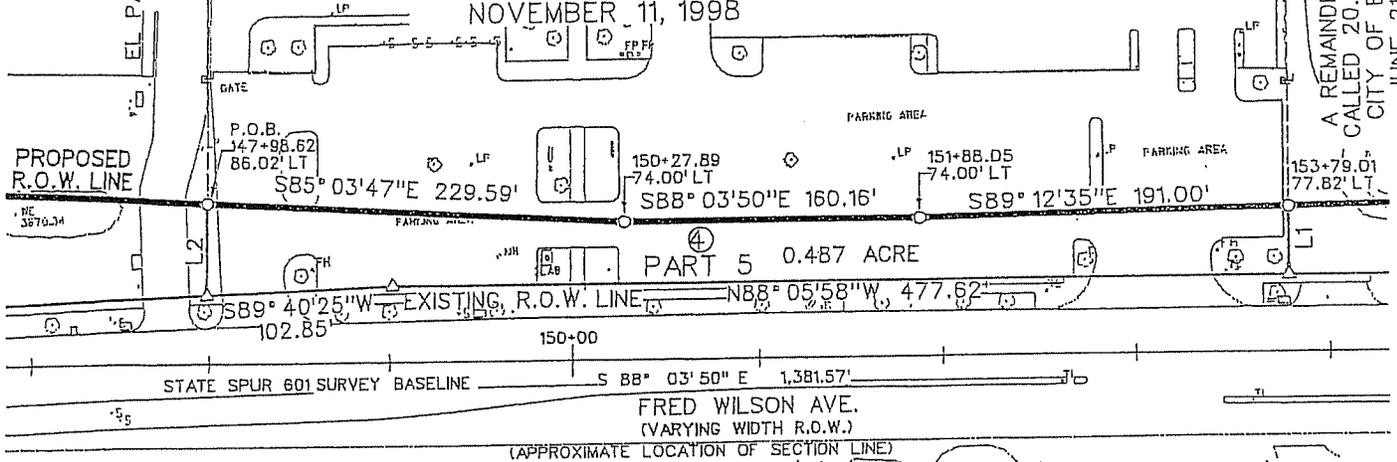
LEGEND

- X TYPE I CONCRETE MONUMENT FOUND
- TYPE II CONCRETE MONUMENT FOUND UNLESS NOTED
- ⊕ TYPE I 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
- P PROPERTY LINE
- C 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
- IRF IRON ROD FOUND
- IPF IRON PIPE FOUND
- A 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. 154777 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

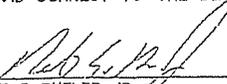
A REMAINDER OF A CALLED 20.13 ACRES CITY OF EL PASO JUNE 21, 1957



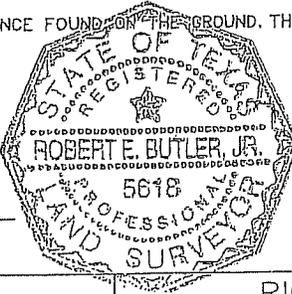
NOTES:

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* CED141). 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

06/28/07
 DATE



SECTION 20
 BLOCK 81, TSP 2

PAGE 03 OF 03
 REF. FIELD NOTE NO. 4461



5509 West Highway 290
 Building B
 Austin, Texas 78735
 (512) 447-0576
 Fax: (512) 326-3029

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

RELEASED FOR CONSTRUCTION

DQMP #10.06

PACKAGE DESCRIPTION:

Sun Metro Parking Lot

DATE:

9/15/2008

The Design Task Manager and URS Design Manager certify that Quality Control activities have been conducted throughout the Design Process in compliance with the Design Quality Management Plan and all contractual requirements. The Design Task Manager and URS Design Manager certify that the deliverable is complete to the appropriate stage of Design, is checked, and is ready to be Released for Construction.

COMMENTS:

SIGNED:

Mark Sanchez

DATE:

9-15-08

Mark Sanchez, PE/DESIGN TASK MANAGER

SIGNED:

Mindy Steckmet

DATE:

15 SEPT 08

Mindy Steckmet, PE/URS DESIGN MANAGER

The Design Quality Managers certify that the Work shown conforms to the Contract requirements, that Design Quality Control Procedures have followed the Design Quality Management Plan, that the Responsible Engineer has signed all Drawings prepared under his or her direction, and by signing this release, the Design Quality Manager approves the Audit process and Procedures conducted in support of this release. (For those Drawings and Documents included in the submittal that are prepared by a manufacturer or Supplier or other persons not under his or her direct supervision, the Responsible Engineer shall affix a stamp that indicates the Design shown on the sheet or Document conforms to the overall Design and Contract requirements.)

COMMENTS:

SIGNED:

Mark Medina

DATE:

9.16.08

Mark Medina, DESIGN QUALITY CONTROL MANAGER

SIGNED:

Harold Coppedge

DATE:

9-15-08

Harold Coppedge, PE, DESIGN QUALITY ASSURANCE MANAGER

The JDA CONSTRUCTION/DESIGN COORDINATOR has verified that:

- Design has undergone constructibility review and is constructible as represented
- The Released for Construction Package and working Drawings for the portion of the Project to be constructed are complete and approved

COMMENTS:

SIGNED:

Julian Summers

DATE:

9/22/08

Julian Summers, JDA DESIGN MANAGER

SIGNED:

John Correia

DATE:

9/22/08

John Correia, JDA CONSTRUCTION/DESIGN COORDINATOR

The TxDOT Project Manager has accepted the Design for construction.

COMMENTS:

See exceptions

SIGNED:

David Hess

DATE:

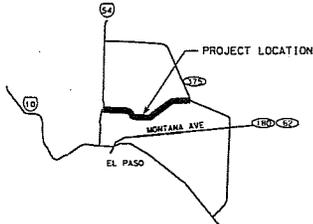
9/30/08

David Hess, TxDOT PROJECT MANAGER



EXHIBIT "C"

9/11/2008 11:18:27 AM PAS:\g1\ndf\ra_p\es\SUNMETRO-PARKINGSPK-SU_001.dgn



VICINITY MAP
NTS

STATE OF TEXAS
DEPARTMENT OF TRANSPORTATION

PLANS OF PROPOSED
STATE HIGHWAY IMPROVEMENT
FEDERAL AID PROJECT

RFC SUBMITTAL

CSJ 1046-03-001, ETC

EL PASO
SPUR 601 - SUN METRO PARKING LOT

SEGMENT B1 PARKING LOT ADJUSTMENTS
OWNER: SUN METRO

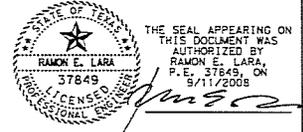
VOLUME 1 OF 1

STATE	FEDERAL AID PROJECT NO.	SHEET NO.
TEXAS	PTF 2007 (859)	1
STATE	COUNTY	
TEXAS	EL PASO	
CONTRACT NO.	SECTION	POSTMILE NO.
1046	03	K01, ETC SPUR 601



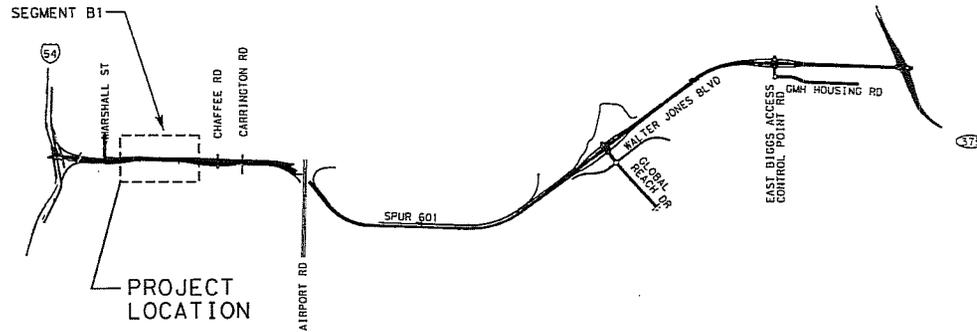
EL PASO DISTRICT

TEXAS COUNTY MAP



RFC J.D. ABRAMS, L.P.

OCT 02 2008 JCS



LOCATION MAP
SCALE: 1"=5000'

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 9/11/2008
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LEGEND

EXISTING

	AERIAL TARGET		GAS VALVE
	CATV MANHOLE		GAS VENT PIPE
	CURB INLET		LIGHT STANDARD
	DROP OR GRATE INLET		POWER POLE
	ELECTRIC HAND HOLE		STORM MANHOLE
	ELECTRIC MANHOLE		TELEPHONE MANHOLE
	FIRE HYDRANT		TELEPHONE MARKER POST
	GAS MANHOLE		TXDOT MONUMENT
	GAS MARKER POST		UTILITY CONTINUATION
	WATER MANHOLE		WATER MANHOLE
	ELECTRIC UNDERGROUND		WATER
	FIBER OPTIC		WASTEWATER
	GAS		SEWER
	OVERHEAD ELECTRIC		OVERHEAD POWER TRANSMISSION
	TELEPHONE UNDERGROUND		OVERHEAD UTILITIES
	CHAIN LINK FENCE		EXIST ROW

PROPOSED

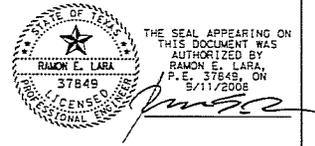
	ELECTRIC UNDERGROUND		WATER
	FIBER OPTIC		WASTEWATER
	GAS		SEWER
	OVERHEAD ELECTRIC		OVERHEAD POWER TRANSMISSION
	TELEPHONE		UNDERGROUND COMMUNICATION ELECTRICAL TRENCH
	CHAIN LINK FENCE		EASEMENT

GENERAL NOTES

- ALL EXISTING UTILITIES AND FACILITIES CURRENTLY IN SERVICE MUST REMAIN IN SERVICE THROUGHOUT CONSTRUCTION.
- ALTHOUGH ALL EFFORTS HAVE BEEN MADE TO INDICATE ALL MAJOR EXISTING UTILITIES ON PLANS, IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO LOCATE AND PROTECT ALL SAID UTILITIES AS WELL AS SERVICE CONNECTIONS (WHETHER OR NOT INDICATED ON PLANS) PRIOR TO AND DURING CONSTRUCTION.
- PRIOR TO BEGINNING CONSTRUCTION, CONTRACTOR SHALL COORDINATE WITH UTILITY COMPANIES TO VERIFY LOCATION OF EXISTING UTILITIES AND CONTRACTOR SHALL CALL THE "DIGTESS" NUMBER 1-800-344-8377 FOR SUCH UTILITIES.
- CONTRACTOR IS RESPONSIBLE FOR COORDINATING WITH GAS, ELECTRIC, TELEPHONE, FIBER OPTIC, CABLE TV, SEWER AND WATER UTILITIES OWNERS, ETC. FOR ANY PROTECTION OF EXISTING LINES OR CABLES AS REQUIRED, DUE TO CONSTRUCTION ACTIVITIES.
- UNLESS OTHERWISE INDICATED, ALL EXISTING ROADWAYS, PARKING LOT, SIDEWALKS, FENCING, WALLS, & SURFACE GRADING AFFECTED BY CONSTRUCTION ACTIVITIES SHALL BE RESTORED TO ORIGINAL CONDITION AND ELEVATION BY CONTRACTOR - WHETHER THEY ARE OUTSIDE THE LIMITS OF REPLACEMENT OR NOT.
- CONTRACTOR IS REQUIRED TO PREPARE AND IMPLEMENT AN APPROVED STORM WATER POLLUTION PREVENTION (SWPP) PLAN IN ACCORDANCE WITH STATE AND LOCAL REQUIREMENTS. CONTRACTOR SHALL KEEP ALL DEBRIS & SPOIL OUT OF DRAINS, CULVERTS AND DROP INLETS AND ENSURE THAT THEY DO NOT BECOME CLOGGED AS A RESULT OF CONSTRUCTION ACTIVITIES.
- ANY DISCREPANCIES FROM WHAT IS SHOWN ON THE PLANS SHALL BE BROUGHT TO THE IMMEDIATE ATTENTION OF THE ENGINEER.
- CONTRACTOR SHALL COORDINATE ALL CONSTRUCTION ACTIVITIES WITH SUN METRO.
- FOR WORK OCCURRING OUTSIDE PUBLIC STREET RIGHT-OF-WAY CONTRACTOR SHALL CONFINED CONSTRUCTION OPERATIONS TO THE TEMPORARY CONSTRUCTION AREA AND/OR EASEMENTS INDICATED IN THE DRAWINGS.
- HORIZONTAL AND VERTICAL CONTROL FOR THE PROJECT IS BASED ON THE SAME HORIZONTAL AND VERTICAL CONTROL AS USED FOR THE ROADWAY PORTION OF THE PROJECT.

ABBREVIATIONS

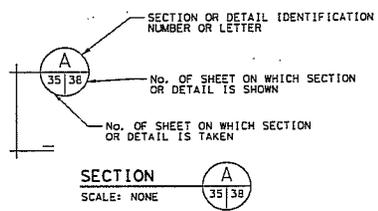
AATFI	ABANDONED ACCORDING TO FIELD INFORMATION	OSB	OVERHEAD SIGN BRIDGE
AATRI	ABANDONED ACCORDING TO RECORD INFORMATION	PE	PLAIN END
AC	ASBESTOS CEMENT	PP	POWER POLE
APPR	APPROVED	PROP	PROPOSED
BOP	BEGINNING OF PIPE	PI	POINT OF INTERSECTION
CITY	CITY OF EL PASO	PT	POINT OF TANGENT
CMP	CORRUGATED METAL PIPE	PC	POINT OF CURVE
COAX	COAXIAL CABLE	PRC	POINT OF REVERSE CURVE
CONC	CONCRETE	RPC	REINFORCED CONCRETE PIPE
CU	COPPER CABLE	RGE	RIO GRANDE ELECTRIC
DIA	DIAMETER	ROW	RIGHT OF WAY
DIP	DUCTILE IRON PIPE	SCCP	STEEL CYLINDER CONCRETE PIPE
DOIM	DEPT OF INFORMATION MANAGEMENT - FT BLISS	SR	SHORT RADIUS BEND
EW	EACH WAY	STL	STEEL
EOP	END OF PIPE	STW	STORM DRAIN
EPEC	EL PASO ELECTRIC COMPANY	TCS	TEXAS GAS SERVICE COMPANY
EPWJ	EL PASO WATER UTILITIES	TBA	TO BE ABANDONED
EXIST	EXISTING	TBR	TO BE REMOVED
F	FLANGE	TMS	TRAFFIC MANAGEMENT SYSTEM
FE	FLANGE END	TWC	TIME WARNER CABLE
FO	FIBER OPTIC CABLE	TWT	TIME WARNER TELECOM
GE	GROOVED END	TxDOT	TEXAS DEPT OF TRANSPORTATION
LF	LINEAR FEET	UNK	UNKNOWN
LR	LONG RADIUS BEND	VCP	VITRIFIED CLAY PIPE
MH	MANHOLE	VPI	VERTICAL POINT OF INTERSECTION
NJ	MECHANICAL JOINT	W	WATERLINE
MP	MARKER POST	WW	WASTEWATER
		WWF	WELDED WIRE FABRIC



SHEET INDEX

SHT #	SHEET NAME
1	COVER SHEET
2	LEGEND, GENERAL NOTES AND SHEET INDEX
3	EXISTING CONDITIONS
4	GRADING AND DRAINAGE PLAN
5	PROPOSED AND EXISTING UTILITIES
6	PARKING LAYOUT

CROSS REFERENCING



LIST OF UTILITIES AND AGENCIES

ELECTRIC DISTRIBUTION: EL PASO ELECTRIC CO. 501 W. SAN ANTONIO ST. EL PASO, TX 79902 (915) 543-5866 MR. FRANCISCO MELENDEZ	TELEPHONE: AT&T 11200 PELLICANO EL PASO, TX 79935 (915) 595-5107 MR. ROBERT CORTEZ	EPWJ PROJECT MANAGER: EL PASO WATER UTILITIES 1154 HAWKINS EL PASO, TX 79925 (915) 594-5653 MR. FRED HERNANDEZ	FT. BLISS: DIRECTOR OF PUBLIC WORKS BUILDING 777 PLEASANTON IMWE-BLS-PW FT BLISS, TX 79916-6812 (915) 568-6200 MR. DAVID SHAFII	CITY OF EL PASO: ENGINEERING DEPT. 2 CIVIC CENTER PLAZA EL PASO, TX 79901-1196 (915) 541-4430 MR. BASHAR ABUDALYON, P.E.
RIO GRANDE ELECTRIC COOPERATIVE, INC. 3633 WATTOX CIRCLE EL PASO, TX 79925 (915) 778-0152 MR. MANUEL T. UY III	TELEVISION: TIME WARNER CABLE 20 CONCORD, SUITE A EL PASO, TX 79906 (915) 775-7415 MR. RAY MENDOZA	EXISTING WATER & SEWER LOCATIONS: EL PASO WATER UTILITIES 1154 HAWKINS EL PASO, TX 79925 (915) 594-5527 (915) 594-5785 MR. ALFONSO ORTIZ	DOIM: DIRECTOR OF INFORMATION MANAGEMENT IMSW-BLS-1M 56 CHAFFEE RD FT BLISS, TX. 79916-6816 (915) 744-9991 MR. ROGER GONZALEZ	STORMWATER & POLLUTION CONTROL: 2 CIVIC CENTER PLAZA EL PASO, TX. 79901 (915) 541-4035 MR. WILLIE PAGE
ELECTRIC TRANSMISSION: EL PASO ELECTRIC CO. P.O. BOX 982 EL PASO, TX 79960 (915) 543-4165 MR. RAY O. MARQUEZ, P.E.	COMMUNICATIONS: TIME WARNER TELECOM 201 E. MAIN STREET, SUITE 901 EL PASO, TX 79901 (915) 225-1225 MR. OSCAR MONTIYA	GAS: TEXAS GAS SERVICE 4700 POLLARD ST. EL PASO, TX 79930 (915) 680-7275 MR. TONY FIERRO	ENGINEER: PARKHILL, SMITH & COOPER, INC. 810 YANDELL EL PASO, TX 79902 (915) 533-6811 MR. MARCELINO N. TRUJILLO, P.E. MR. MARK O. SANCHEZ, P.E.	"1 CALL" UTILITY LOCATING COMPANIES: 1-800-DIG-TESS (8377) TX. 1 CALL (1-800-245-4545) LONE STAR (1-800-669-8344)

NO	DATE	REVISION	APPROVED
0	09/11/08	RELEASE FOR CONSTRUCTION	REL

RFC J.D. ABRAMS, L.P.
OCT 02 2008

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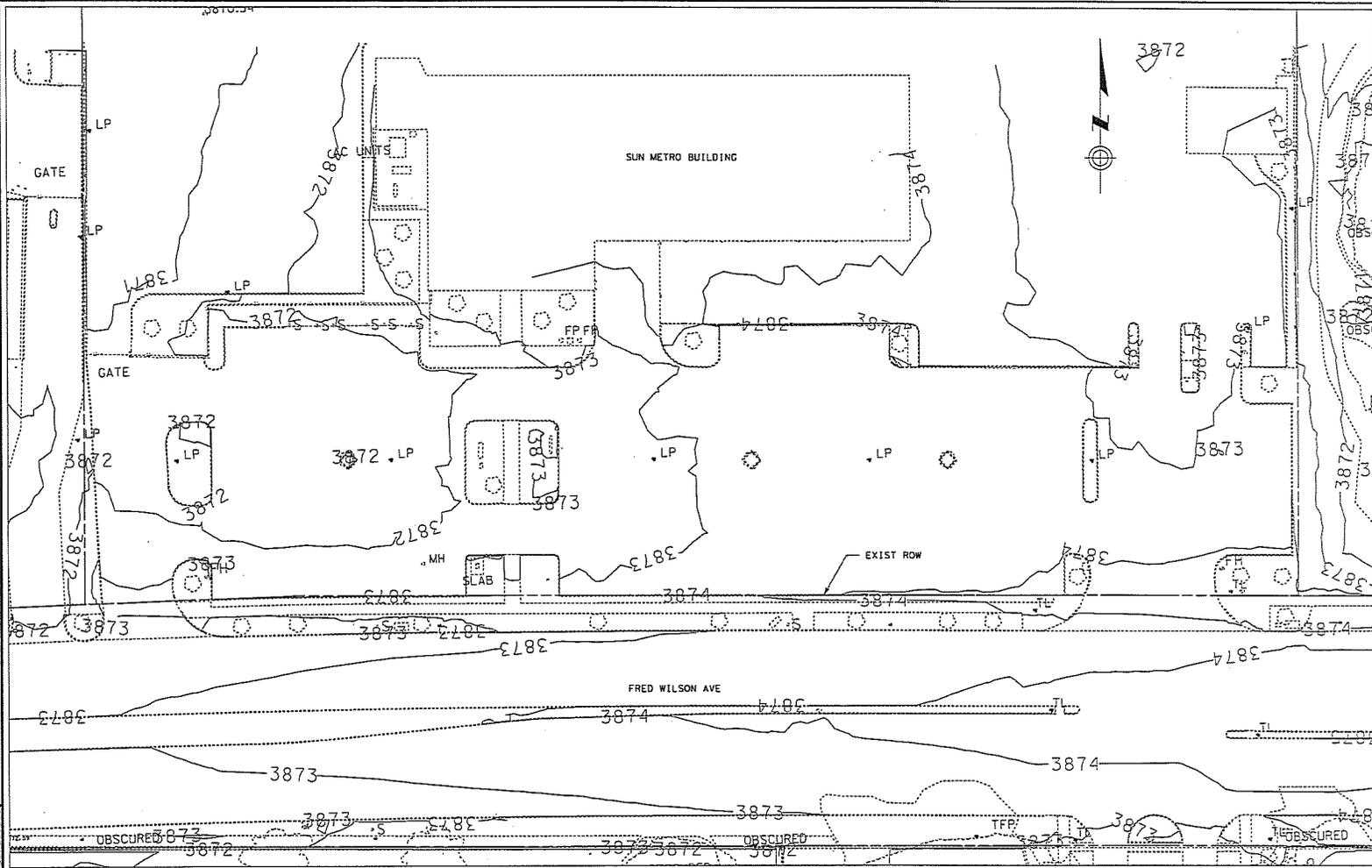
SPUR 601
LEGEND AND SHEET INDEX

SHEET 2 OF 6 PRK_SM_002.dgn

FED. AID PROJECT NO.	STATE	DIST.	COUNTY
6	TX	2007 (859)	2
STATE	DIST.	COUNTY	
TEXAS	ELP	EL PASO	
CONT.	SECT.	JOB	HIGHWAY NO.
1046	03	001, ETC	SPUR 601

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EXISTING CONDITIONS

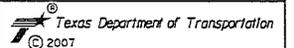


THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY RAMON E. LARA, P.E. 37849 ON 9/11/2008

0 25 50
SCALE: 1"=50' H
1"=10' V

NO.	DATE	REVISION	APPROVED
0	09/11/09	RELEASE FOR CONSTRUCTION	REL

RFC J.D. ABRAMS, L.P.
OCT 02 2008



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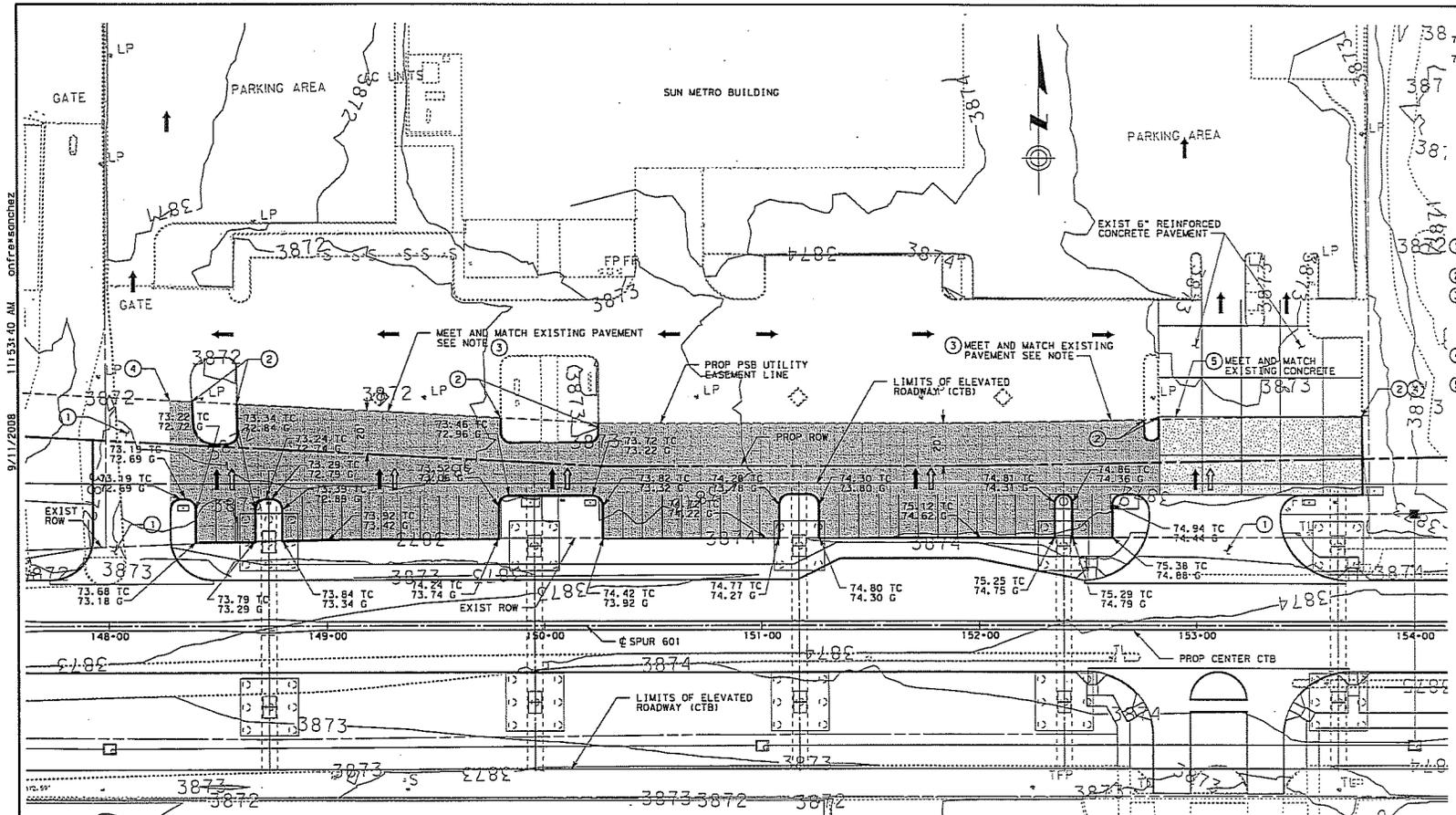
Parkhill, Smith & Cooper, Inc.
Engineers - Architects - Planners

SPUR 601
SUN METRO
PARKING LOT

EXISTING CONDITIONS

SHEET 3 OF 6 PRJ_SW_003.dwg

REV. NO.	FEDERAL AID PROJECT NO.	SHEET NO.	
6	PTF 2007 (859)	3	
STATE	DIST.	COUNTY	
TEXAS	ELP	EL PASO	
CONT.	SECT.	JOB	HIGHWAY NO.
1046	03	001, ETC	SPUR 601



- LEGEND**
- 74.94 TC • PROPOSED TOP OF CURB ELEV
 - 74.44 G • PROPOSED GUTTER ELEV
 - EXISTING FLOW (TO DRAINAGE POND AT REAR OF PROPERTY)
 - ⇨ PROPOSED FLOW
 - ▨ LIMITS OF HMAC REPLACEMENT
 - ▨ LIMITS OF CONCRETE REPLACEMENT
 - EXIST CURB AND GUTTER
 - PROP CURB AND GUTTER

- NOTES**
- 1 PROPOSED CONCRETE DRIVEWAY. REFER TO SEGMENT B ROADWAY PLANS.
 - 2 MATCH EXISTING CURB AND GUTTER.
 - 3 STRAIGHT SAW CUT LINE SHALL ENCOMPASS THE CONSTRUCTION LIMITS AND ANY DAMAGED HMAC PAVEMENT WHICH MAY EXTEND OUTSIDE THE LIMITS OF REPLACEMENT BETWEEN SPUR STA 148+28 TO SPUR STA 153+75.
 - 4 SEE SHEET 6 FOR LOCATION COORDINATE OF THIS POINT.
 - 5 EXISTING SAWED JOINT (S/J) AS SHOWN ON SHEET NO. 6 CONTRACTOR SHALL SAW CUT AND REMOVE EXISTING CONCRETE PAVEMENT AT THIS EXISTING JOINT LOCATION.

THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY RAMON E. LARA, P.E. 37849, ON 8/11/2006

STATE OF TEXAS
 ENGINEERING EXAMINER
 RAMON E. LARA
 P.E. 37849
 37849
 8/11/2006

SCALE: 1"=50' H
 1"=10' V

NO	DATE	REVISION	APPROVED
0	09/11/08	RELEASE FOR CONSTRUCTION	REL

RFC J.D. ABRAMS, LP.
 OCT 02 2008

Texas Department of Transportation
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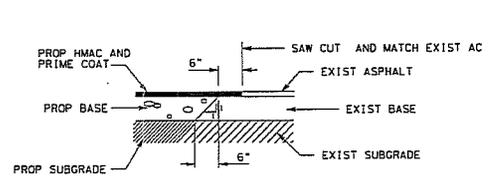
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**SPUR 601
 SUN METRO
 PARKING LOT**

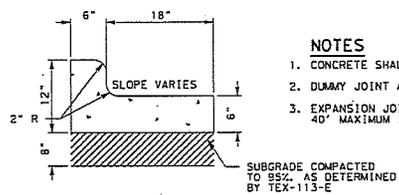
GRADING AND DRAINAGE PLAN
 SHEET 4 OF 6 PRK_SW_004.dgn

REV	DATE	FEDERAL AID PROJECT NO.	FISCAL YEAR
6		FTF 2007 (6693)	4
STATE	DIST.	COUNTY	
TEXAS	ELP	EL PASO	
CONT.	SECT.	JOB	HIGHWAY NO.
1046	03	001, ETC	SPUR 601

GRADING AND DRAINAGE PLAN

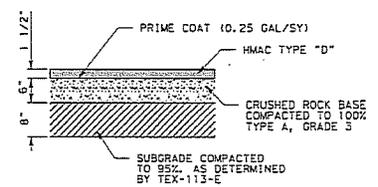


ASPHALT PAVEMENT JUNCTION
 NTS



CURB AND GUTTER DETAIL
 NTS

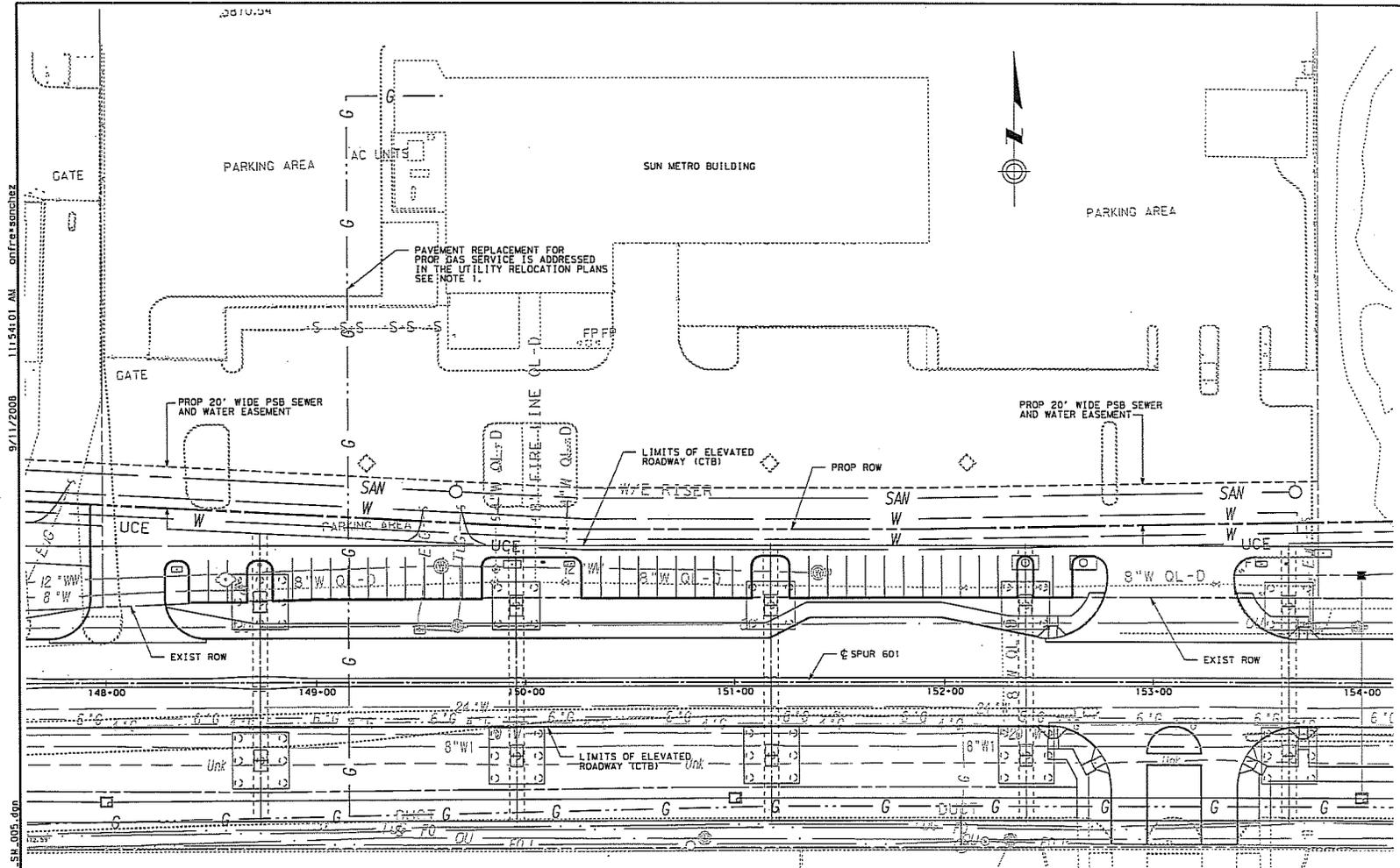
- NOTES**
1. CONCRETE SHALL BE 3000 PSI MIN AT 28 DAYS.
 2. DUMMY JOINT AT 10'-0" OC.
 3. EXPANSION JOINTS AT CURB RETURNS AND 40' MAXIMUM INTERVALS.



PAVEMENT SECTION
 NTS

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NOTE
 1. ANY PAVEMENT REPLACEMENT OUTSIDE THE LIMITS OF PAVEMENT REPLACEMENT SHOWN ON SHEET 4 THAT ARE ASSOCIATED WITH RELOCATED UTILITIES ARE COVERED UNDER THE UTILITY RELOCATION PLANS.

STATE OF TEXAS
 THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY
 RAMON E. LARA
 P.E. 37649, ON 9/11/2008
 LICENSED PROFESSIONAL ENGINEER

0 25 50
 SCALE: 1"=50' H
 1"=10' V

NO.	DATE	REVISION	APPROVED
0	09/11/09	RELEASE FOR CONSTRUCTION	REL

RFC J.D. ABRAMS, L.P.
 OCT 02 2008

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**SPUR 601
 SUN METRO
 PARKING LOT**

PROP AND EXIST UTILITIES

SHEET 5 OF 6 PRK_SW_005.dgn

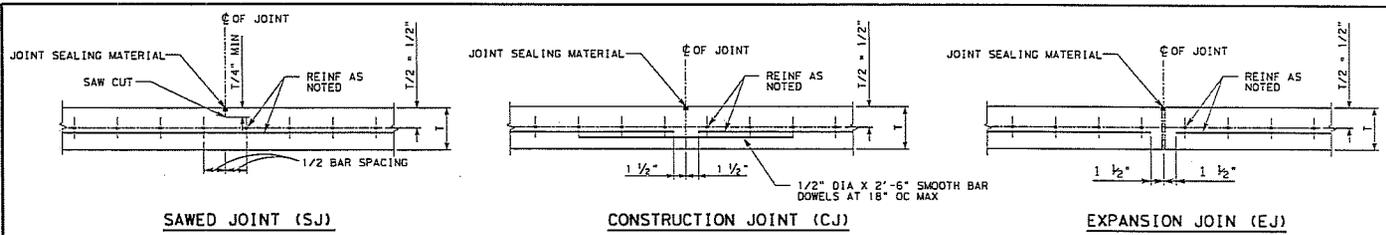
REV	DATE	FEDERAL AID PROJECT NO.	FY
5		PTF 2007 (869)	5
STATE	DIST.	COUNTY	
TEXAS	ELP	EL PASO	
CONTRACT	SECT.	JOB	HIGHWAY NO.
1046	03	001, ETC	SPUR 601

PROP AND EXIST UTILITIES

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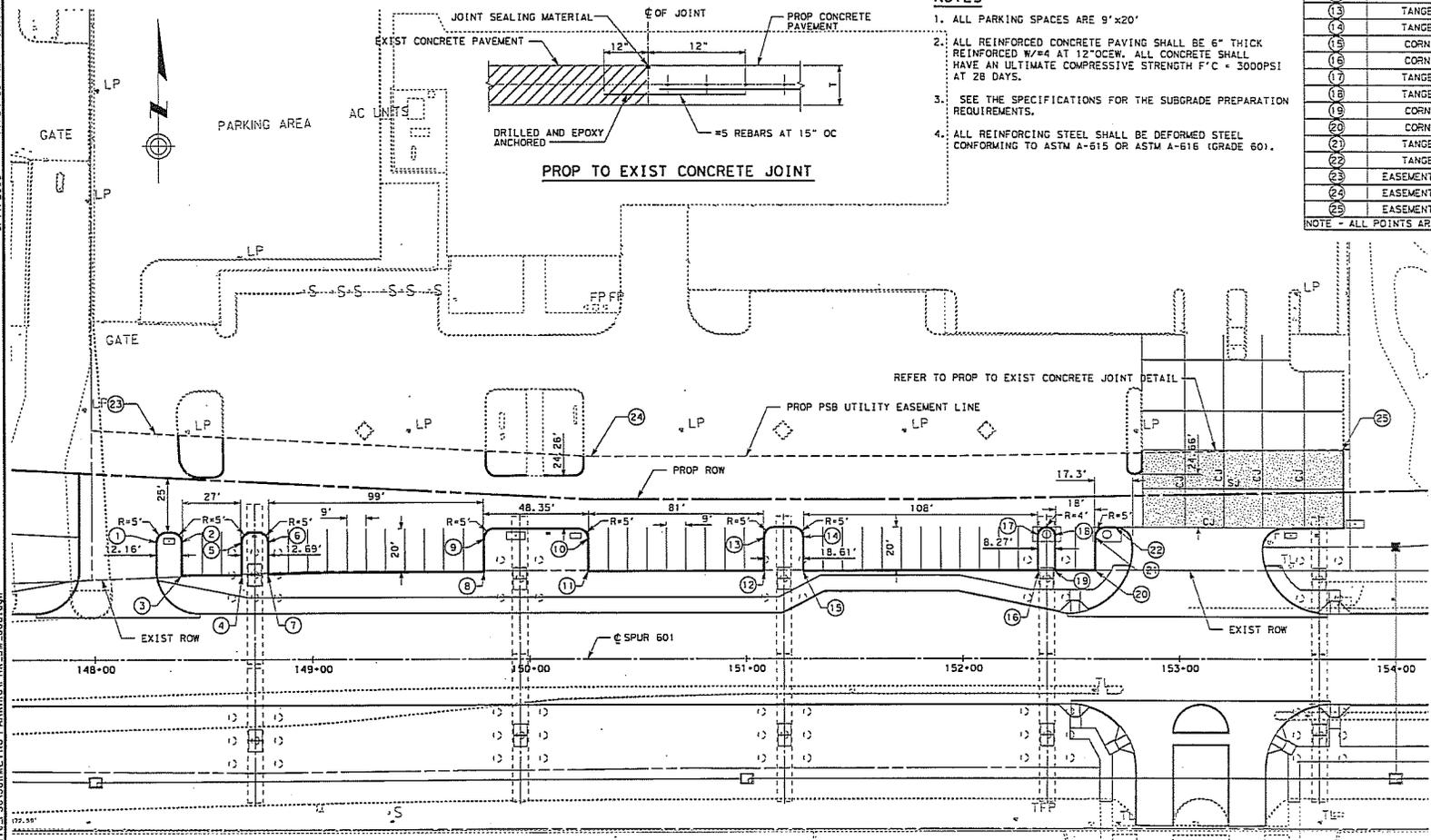
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COORDINATE POINTS			
NUMBER	DESCRIPTION	NORTHING	EASTING
1	TANGENT	10682299.2224	405497.9676
2	TANGENT	10682298.8455	405509.1163
3	CORNER	10682263.3544	405508.5946
4	CORNER	10682282.4084	405536.5786
5	TANGENT	10682297.8995	405537.1023
6	TANGENT	10682297.5047	405548.7616
7	CORNER	10682282.4928	405548.2741
8	CORNER	10682280.0119	405548.2474
9	TANGENT	10682295.6274	405548.7752
10	TANGENT	10682294.0276	405696.1002
11	CORNER	10682278.6635	405695.5809
12	CORNER	10682276.0089	405777.5380
13	TANGENT	10682291.8898	405778.0748
14	TANGENT	10682291.2949	405795.6747
15	CORNER	10682275.4094	405795.1378
16	CORNER	10682271.9720	405904.0838
17	TANGENT	10682288.6095	405904.6462
18	TANGENT	10682288.3639	405911.9121
19	CORNER	10682271.7382	405911.3501
20	CORNER	10682271.1278	405930.3403
21	TANGENT	10682286.7247	405930.8675
22	TANGENT	10682290.9122	405940.1934
23	EASEMENT LINE	10682349.6379	405499.1258
24	EASEMENT LINE	10682332.3600	405699.1495
25	EASEMENT LINE	10682323.6243	406046.4028

NOTE - ALL POINTS ARE TAKEN FROM TOP BACK OF CURB

- NOTES**
1. ALL PARKING SPACES ARE 9'x20'
 2. ALL REINFORCED CONCRETE PAVING SHALL BE 6" THICK REINFORCED W/#4 AT 12" O.C.W. ALL CONCRETE SHALL HAVE AN ULTIMATE COMPRESSIVE STRENGTH F'C = 3000PSI AT 28 DAYS.
 3. SEE THE SPECIFICATIONS FOR THE SUBGRADE PREPARATION REQUIREMENTS.
 4. ALL REINFORCING STEEL SHALL BE DEFORMED STEEL CONFORMING TO ASTM A-615 OR ASTM A-616 (GRADE 60).



THE SEAL APPEARING ON THIS DOCUMENT WAS AUTHORIZED BY RAMON E. LARA, E. 37849, ON 8/11/2008.

NO.	DATE	REVISION	APPROVED
0	09/11/08	RELEASE FOR CONSTRUCTION	REL

RFC J.D. ABRAMS, L.P.
 OCT 02 2008

TEXAS DEPARTMENT OF TRANSPORTATION
 © 2007

URS
 Parkhill, Smith & Cooper, Inc.
 Engineers • Architects • Planners

**SPUR 601
 SUN METRO
 PARKING LOT**

PARKING LAYOUT

SHEET 6 OF 6 PRK_SW_006.dgn

FEDERAL AID PROJECT NO.	STATE	DIST.	COUNTY
6	TX	ELP	EL PASO
CONTRACT NO.	SECTION	JOB	HIGHWAY NO.
1046	Q3	001, ETC	SPLR 601

PARKING LAYOUT

EXHIBIT "D"

Dedicated to Outstanding Customer Service for a Better Community

SERVICE SOLUTIONS SUCCESS



September 13, 2010

Wm. G. Burnett, P.E.
Vice President - Project Development
J. E. Abrams, L. P.
111 Congress Avenue, Suite 2400
Austin, TX 78701

Mr. Wm. G. Burnett, P.E.,

The purpose of this letter is to verify that the City of El Paso is a governmental entity as that term is defined in the Texas Tort Claims Act and as such operates under a policy of self-insurance. If you have any questions, you may contact me at 915-541-4448.

Respectfully,


Irene Morales
Risk Manager
City of El Paso

Mayor
John F. Cook

City Council

District 1
Ann Morgan Lilly

District 2
Susie Byrd

District 3
Emma Acosta

District 4
Carl L. Robinson

District 5
Rachel Quintana

District 6
Eddie Holguin Jr.

District 7
Steve Ortega

District 8
Beto O'Rourke

City Manager
Joyce A. Wilson

to the Department, **City** and the Department agree that deliverance of the deed has not occurred, and the Department has not accepted actual deliverance of the deed sufficient for title to pass. The Department hereby agrees to accept deliverance of such deed after either the Executive Director or his designee (for waivers of fee valued at less than \$500.00) or the Texas Transportation Commission (for waivers of fee for \$500 or more) has approved **City's** grant of the Property with a waiver fee, at which time title shall pass upon the Department's execution of this Agreement.

B. The value of the Property **for which the City is allowing a waiver of fee {choose one}**

as determined by an appraisal prepared by _____ is _____.

OR

has not been determined. **City** does not want an appraisal of the Property to be conducted, and **City** releases the Department from any obligation to appraise the Property.

C. **City** agrees and acknowledges that **City** has been fully informed of its right to receive just compensation for the Property; however, it is the desire and intent of **City** to grant the Property to the Department **and waive the fee payment for the property.**

D. Acceptance of the **grant and conveyance of the Property with the** waiver of fee herein described does not bind the Department to a course of action or promise of performance.

Article 2. Representations and Warranties

A. The **City** represents and warrants that it has the ownership interest being conveyed in the attached deed.

B. The Department does not approve and is not responsible for any representations made by the **City** for tax purposes.

C. **City** represents and warrants to the Department that **City** has no knowledge of any current or former use, generation, storage or disposal of any hazardous material on or under the Property currently or previously in violation of any federal, state or local governmental law or rule. Additionally, **City** represents and warrants to the Department that **City** has no knowledge of the Property being used for a gas station, auto shop, or dry cleaning service, and has no knowledge of the presence of asbestos material on the Property. **City** has not received any notice of any action or proceeding relating to any hazardous materials or any release thereof on, in, under or about the Property.

Article 3. Relocation, Incidental Expenses, Relationship between City and Department

A. After the acceptance of the delivery of the deed and execution of this Agreement by the Department, **City** will be reimbursed for any fair and reasonable incidental expenses necessarily incurred in transferring title to the Property for use by the Department. Expenses eligible for reimbursement may include (1) recording fees, transfer taxes and similar expenses incidental to conveying the real property to the Department; and (2) penalty costs for prepayment of any preexisting recorded

mortgage entered into in good faith encumbering the Property. Voluntary unnecessary expenses or expenses incurred in clearing questionable title will not be eligible for reimbursement. Eligible incidental expenses will be reimbursed upon submission of a claim supported by receipted bills or other evidence of actual expenses incurred. **City** may file a written request for review if **City** believes that the Department failed to properly determine the eligibility for or the amount of incidental expenses to be reimbursed. There is no standard form on which to request a review of a claim; however, the claim must be filed with the Department within six months after you are notified of the Department's determination on any claim for reimbursement.

- B. **City** acknowledges receipt of the brochure entitled "*Relocation Assistance*" and understands that relocation assistance benefits, if any, are handled entirely separate from and in addition to this transaction. Relocation benefits, if any, will be examined on a case by case basis, and will be specifically set forth in a separate agreement.
- C. There is no official relationship between the **City** and the Department. The **City** is a property owner desiring to waive the fee for the Property being conveyed to the Department for no benefit or gain to the **CITY**.
- D. This Agreement and the deed constitute the only promises, consideration and conditions of this conveyance, and no other promises, consideration or conditions have been signified or implied, except any benefits which **City** may or may not be entitled under the State's Relocation Assistance Program.
- E. The State, without cost to the **City**, will pay the cost of recording all instruments conveying title to the State, and the State may, but is not obligated to, purchase an owner's title policy at the State's expense.

Article 4. Availability of Information

This agreement is public information and will be furnished to a requestor under the Public Information Act, Government Code, Chapter 552.

SUPPLEMENTAL PAGES TO AGREEMENT CONCERNING WAIVER OF FEE FOR PROPERTY TO THE TEXAS DEPARTMENT OF TRANSPORTATION

THE FOLLOWING TWO PAGES SUPPLEMENT (TXDOT) FORM ROW-N-143 REV 5/2003 BY ADDING ARTICLES 5 AND 6 AND REPLACING PAGE 4 OF 4.

ARTICLE 5. Nature of interest conveyed.

All references to "deed" in the previous Articles of this Agreement shall mean "transportation easement". References in the previous articles to "title to pass" or any similar phrase shall mean that the document included in Exhibit "B" is sufficient to convey the property interests that are identified in such documents as being conveyed.

ARTICLE 6. Conflicts

In the event there is a conflict between this Agreement and the terms and conditions contained in the transportation easement attached hereto in Exhibit "B" and the terms and conditions in this Agreement, the terms and conditions of the transportation easement shall apply.

TEXAS DEPARTMENT OF TRANSPORTATION

BY: _____

TITLE: _____

Date: _____

CITY OF EL PASO:

The undersigned signatory warrants that she is an official representative of the City of El Paso and that she is authorized to enter into this agreement to donate the grant and conveyance of the property interests identified in the exhibits to this Agreement on behalf of the City. The undersigned understands and agrees that the conveyance of the property interests does not occur until the Department has executed this Agreement and has thereby accepted deliverance of the transportation easement attached hereto in Exhibit "B".

By: _____

Joyce Wilson, City Manager

Date: _____

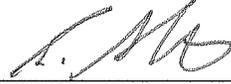
SUPPLEMENTAL PAGES TO AGREEMENT CONCERNING WAIVER OF FEE
FOR PROPERTY TO THE TEXAS DEPARTMENT OF TRANSPORTATION

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Mark Shoemith
Assistant City Attorney



R. Alan Shubert, P.E.
City Engineer

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.
08 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

§
§
§

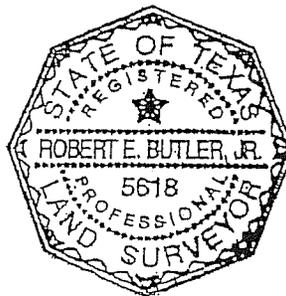
KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS

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.

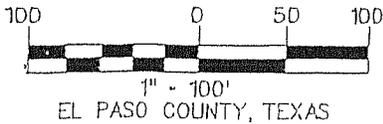
WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 29th day of June, 2007 A.D.

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



[Handwritten Signature]
 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

N

L1
S01° 54' 58" W
36.82'
L2
N01° 54' 58" E
49.38'

LEGEND

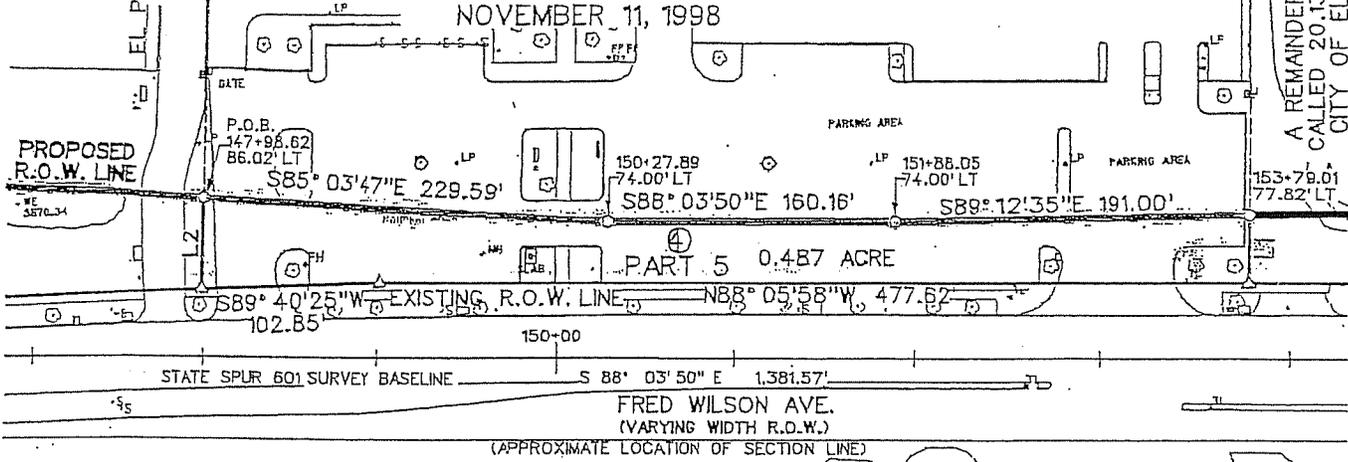
- ☒ TYPE I CONCRETE MONUMENT FOUND
- ☒ TYPE II CONCRETE MONUMENT FOUND UNLESS NOTED
- ☒ TYPE II CONCRETE MONUMENT SET
- ⊙ 1/2" PIPE FOUND UNLESS NOTED
- 5/8" IRON ROD W/SAM INC. ALUMINUM CAP SET UNLESS NOTED
- 1/2" IRON ROD FOUND UNLESS NOTED
- FENCE POST FOUND UNLESS NOTED
- △ CALCULATED POINT UNLESS 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
- IRF IRON ROD FOUND
- IPF 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
- D.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

SECTION 17
BLOCK 81, TSP 2

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
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



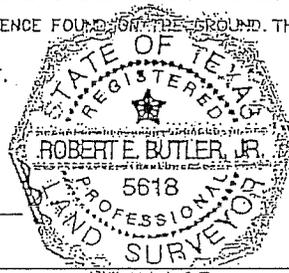
NOTES:

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 CLERK DEPT.
FEB - 7 AM 10:37

PAGE 03 OF 03
REF. FIELD NOTE NO. 4461



5508 West Highway 280
Building B
Austin, Texas 78725
512 447-0575
Fax: (512) 526-3029

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