

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

DEPARTMENT: Economic Development

AGENDA DATE: January 23, 2018

CONTACT PERSON NAME AND PHONE NUMBER: Jose Carlos Villalva (915) 504-5880

DISTRICT(S) AFFECTED:

SUBJECT:

That the City Manager is authorized to sign a Temporary Right of Entry Agreement by and between the City of El Paso and Abrams-Kiewit Joint Venture to allow for the construction of the infrastructure for the Border Highway West Expansion Project on a 1.315 acre parcel, more or less, being all of Lots 3 through 28 and part of Lots 29 through 31, Block 24 of the Second Revised Map of Mundy Heights Addition, to the City of El Paso, El Paso County, Texas.

BACKGROUND / DISCUSSION:

The State of Texas, on behalf of its Department of Transportation (TxDOT), has contracted with Abrams-Kiewit Joint Venture ("AKJV") to design and construct the Border Highway West Expansion Project, and that upon completion, the Border Highway West Expansion Project will become a State highway; and the construction of the Border Highway West Expansion Project will benefit the community. The City of El Paso ("City") has an undivided one-half interest in Parcel 27, and the City also has an undivided one-half interest in Parcel 27 for its own use and benefit of identified taxing entities. AKJV acknowledges that it began construction on Parcel 27 without permission from the City to enter onto its property, and it now requesting permission for a temporary right-of-entry to complete the Project while TxDOT negotiates for the acquisition of Parcel 27. AKJV will pay \$1,200 per month until the property is sold to TxDOT. AKJV will also pay \$15,600 to bring itself current through January 31st, 2018.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

BOARD / COMMISSION ACTION:

N/A

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

DEPARTMENT HEAD:



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

Information copy to appropriate Deputy City Manager

RESOLUTION

WHEREAS, the State of Texas, on behalf of its Department of Transportation (TxDOT), has contracted with Abrams-Kiewit Joint Venture ("AKJV") to design and construct the Border Highway West Expansion Project, and that upon completion, the Border Highway West Expansion Project will become a State highway; and

WHEREAS, the construction of the Border Highway West Expansion Project will benefit the community; and

WHEREAS, the City of El Paso ("City") has an undivided one-half interest in Parcel 27, and the City also has an undivided one-half interest in Parcel 27 for its own use and benefit of identified taxing entities; and

WHEREAS, AKJV acknowledges that it began construction on Parcel 27 without permission from the City to enter onto its property, and it now requesting permission for a temporary right-of-entry to complete the Project while TxDOT negotiates for the acquisition of Parcel 27; and

WHEREAS, City and AKJV desire to enter into an agreement wherein the City will grant to AKJV a right of entry for construction of the Border Highway West Expansion Project.

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

That the City Manager is authorized to sign a Temporary Right of Entry Agreement by and between the City of El Paso and Abrams-Kiewit Joint Venture to allow for the construction of the infrastructure for the Border Highway West Expansion Project on a 1.315 acre parcel, more or less, being all of Lots 3 through 28 and part of Lots 29 through 31, Block 24 of the Second Revised Map of Mundy Heights Addition, to the City of El Paso, El Paso County, Texas.

DATED this _____ day of _____, 2018.


THE CITY OF EL PASO

ATTEST:

Dee Margo, Mayor

Laura D. Prine
Interim City Clerk

APPROVED AS TO FORM:



Theresa Cullen
Deputy City Attorney

APPROVED AS TO CONTENT:

Omar Moreno, P. E.
CID Grant Funded Programs Director

Jessica Herrera
Director, Economic and International
Development

STATE OF TEXAS }
 }
COUNTY OF EL PASO } TEMPORARY RIGHT-OF-ENTRY
 } AGREEMENT

This Temporary Right-of-Entry Agreement is entered into this ____ day of _____, 2018 by between the City of El Paso, (City) and Abrams-Kiewit Joint Venture (AKJV), as the Design Build Contractor for the Texas Department of Transportation.

WHEREAS, the State of Texas, on behalf of its Department of Transportation (TxDOT), has contracted with Abrams-Kiewit Joint Venture ("AKJV") to design and construct the Border Highway West Expansion Project, and that upon completion, the Border Highway West Expansion Project will become a State highway; and

WHEREAS, the construction of the Border Highway West Expansion Project will benefit the community; and

WHEREAS, the City of El Paso ("City") has an undivided one-half interest in Parcel 27, and the City also has an undivided one-half interest in Parcel 27 for its own use and benefit of identified taxing entities; and

WHEREAS, AKJV acknowledges that it began construction on Parcel 27 without permission from the City to enter onto its property, and it now requesting permission for a temporary right-of-entry to complete the Project while TxDOT negotiates for the acquisition of Parcel 27; and

WHEREAS, City and AKJV desire to enter into an agreement wherein the City will grant to AKJV a right of entry for construction of the Border Highway West Expansion Project.

NOW, THEREFORE, City agrees to provide a Temporary Right of Entry to AKJV and AKJV agrees to accept the Temporary Right of Entry under the following terms and conditions.

1. **PROPERTY**. The City hereby grants a Temporary Right of Entry to AKJV, its contractors, subcontractors, agents, and employees to enter onto the following described property:

A 1.315 acre parcel, more or less, being all of Lots 3 through 28 and part of Lots 29 through 31, Block 24 of the Second Revised Map of Mundy Heights Addition, to the City of El Paso, El Paso County, Texas, being more particularly described by metes and bounds in Exhibit "A" attached hereto and made a part hereof for all purposes, and hereinafter referred to as the "Property".
2. **PURPOSE**. This Temporary Right of Entry is to allow AKJV to proceed with the construction of the Border Highway West Expansion Project ("Project"). AKJV agrees to accept all responsibility for its actions in construction of the Project prior to and after receiving this Temporary Right of Entry and that all its actions in the construction of the Project will be in accordance with all applicable federal, state and local laws, rules and regulations and shall minimize damage to the Property. Should any damage occur, AKJV shall be fully responsible for the repair of such damage. In addition, AKJV agrees that in the event any federal or state regulatory agency assesses a civil penalty against the City for any violation of applicable regulations, and such civil penalty shall be imposed as a result of any act or failure to act on the part of AKJV, its agents, contractors, subcontractors, employees, invitees, or licensees, AKJV will immediately reimburse the City in the amount of the civil penalty assessed.

3. **EASEMENT AGREEMENT.** AKJV will complete the Project in accordance with plans and specification approved by TxDOT and the City. In addition, upon TxDOT's acceptance of the Project, if TxDOT has not acquired Parcel 27, AKJV will negotiate an easement with the City for the use of the Property, and shall immediately remove its equipment from the Property.
4. **CONSIDERATION.** In consideration of the granting of this Temporary Right-of-Entry Agreement, AKJV agrees to pay the City the sum of One Thousand Two Hundred and No/100 Dollars (\$1,200.00) per month payable on the first day of the month. In addition to the monthly rental payments, AKJV agrees that there is an outstanding sum of Fifteen Thousand Six Hundred and No/100 Dollars (\$15,600) due the City for AKJV's use of the Property since January 1, 2017 which is due and payable upon execution of this Temporary Right of Entry.
5. **INSURANCE.** AKJV agrees to be responsible and liable for any damages, including mechanic's and materialmen's liens, caused or arising out of or in connection with AKJV's use of the Property. AKJV and its agents, contractors, subcontractors, employees, invitees, or licensees, before entering upon the Property for any purpose shall obtain, and maintain the following insurance during the term of this Temporary Right-of-Entry Agreement:
 - A. **Commercial General Liability.** AKJV, at its sole cost and expense shall provide and keep in force for the benefit of AKJV with the City as an additional insured, comprehensive general liability insurance in an amount not less than One Million and No/100Dollars (\$1,000,000.00) for bodily injury to one person for each occurrence, Two Million and No/100 Dollars (\$2,000,000.00) for bodily injuries to more than one person arising out of each occurrence and Five Hundred Thousand and No/100 Dollars (\$500,000.00) for property damage arising out of each occurrence, or in amounts equal to the maximum liability for damages for municipalities for claims arising under governmental functions, provided for under the Texas Tort Claims Act, whichever is greater.
 - B. **Automobile Liability.** AKJV, at its sole cost and expense, shall provide and keep in force for the benefit of AKJV with the City as an additional insured, automobile liability insurance covering allowed, non-owned, and hired vehicles used by AKJV for all operations with a minimum limit of One Million and No/100 Dollars (\$1,000,000.00) combined single limit per accident for bodily injury and property damage.

The policy or policies shall include a waiver of subrogation with respect to the City. Loading and unloading of any motor vehicle must be covered by endorsement to the automobile liability policy or policies.

All policies of insurance required herein shall be in a form and with a company or companies reasonable satisfactory to the City and shall name the City as an additional insured. Each such policy shall provide that such policy may not be materially changed (e.g., coverage limits reduced below the minimum specified in this Temporary Right-of-Entry Agreement) or otherwise materially altered, or canceled by the insurer during its term without first giving at least thirty (30) days written notice to the City. Policies or certificates of valid policies of insurance with required coverages shall be delivered to the City Manager prior to any entry by AKJV or AKJV's representative on the Property and all required coverages must be in full force and effect throughout the term of this Temporary Right-of-Entry

Agreement. The provisions of this Section shall survive the term of this Temporary Right-of-Entry Agreement.

- C. Workers' Compensation Insurance. AKJV shall obtain, and maintain throughout the term of this Temporary Right-of-Entry Agreement, Workers' Compensation and Employers Liability coverage with limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act and minimum policy limits for employers liability of One Million and No/100 Dollars (\$1,000,000.00) bodily injury each accident, One Million and No/100 Dollars (\$1,000,000.00) bodily injury by disease policy limit, and One Million and No/100 Dollars (\$1,000,000.00) bodily injury by disease each employee. The following endorsements shall be added to the policy:

1. A Waiver of Subrogation in favor of the City; and
2. A thirty (30) day Notice of Cancellation/Material Change in favor of the City.

6. **INDEMNIFICATION.** AKJV AGREES TO INDEMNIFY AND HOLD THE CITY HARMLESS AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, COSTS, AND EXPENSES, INCLUDING INVESTIGATION EXPENSES AND REASONABLE ATTORNEY'S FEES FOR THE DEFENSE OF SUCH CLAIMS AND DEMANDS, ARISING OUT OF OR ATTRIBUTED DIRECTLY, OR INDIRECTLY TO THE OPERATION, CONDUCT, OR MANAGEMENT OF ANY ACTIONS BY AKJV, ITS AGENTS, CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, INVITEES, OR LICENSEES ON THE PROPERTY, OR FROM ANY BREACH ON THE PART OF AKJV, ITS AGENTS, CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, INVITEES, OR LICENSEES OF ANY TERMS OF THIS TEMPORARY RIGHT-OF-ENTRY AGREEMENT, OR FROM ANY ACT OR NEGLIGENCE OF AKJV, ITS AGENTS, CONTRACTORS, SUBCONTRACTORS, EMPLOYEES, INVITEES, OR LICENSEES IN OR ABOUT THE PROPERTY INCLUDING CLAIMS AND DAMAGES ARISING IN WHOLE, OR IN PART, FROM THE NEGLIGENCE OF THE CITY. IN CASE OF ANY ACTION OR PROCEEDING BROUGHT AGAINST THE CITY BY REASON OF ANY SUCH CLAIM, AKJV, UPON NOTICE FROM THE CITY, AGREES TO DEFEND THE ACTION OR PROCEEDING BY COUNSEL ACCEPTABLE TO THE CITY. THE PROVISIONS OF THIS SECTION SHALL SURVIVE THE EXPIRATION OR EARLY TERMINATION OF THIS TEMPORARY RIGHT-OF-ENTRY.

7. TERM. The Temporary Right-of-Entry period shall terminate upon the TxDOT's acceptance of the Project or upon TxDOT's acquisition of the Property from the City, whichever comes first.

8. ACCESS AND INVESTIGATIONS. AKJV shall coordinate access with the City Manager, or his designee, in advance, so as to minimize interference with the performance of the City's use of the Property and the abutting uses. AKJV shall notify the City Manager, or his designee, at least forty-eight (48) hours in advance of accessing the Property. The notice shall include a description of the access or work to be completed; a list of agents, contractors, subcontractors, employees, invitees, or contractor(s) to complete the work, and an identification of the location of AKJV, its agents, contractors, subcontractors, employees, invitees, or licensees for which access to the Property is required. AKJV's activities on the Property shall be limited to the period between 7:00 a.m. and 7:00 p.m., Monday through Saturday. AKJV shall request and receive written approval in advance from the City Manager, or his designee, for any deviation to these set work periods.

9. NOTICE. All notices to be given under this Temporary Right-of-Entry Agreement shall be delivered by hand or given by certified or registered mail, receipt requested, postage fully prepaid, addressed to the proper party at the following addresses:

CITY: CITY OF EL PASO
Attn: City Manager
P.O. Box 1890
El Paso, Texas 79950-1890

AKJV: J. D. Abrams, L. P.
Attn: Amadeo Saenz, Jr. P.E,
111 Congress Avenue, Suite 2400
Austin, Texas 78701

Any notice so given shall be deemed properly delivered, given, served, or received on the date shown on the return receipt for delivery, rejection, or undeliverable. Any party may change the address to which notices shall thereafter be given upon five (5) days' prior written notice to the other in the manner set forth in this paragraph.

10. TRANSFERS. AKJV shall not assign, sublet, sell, convey, or transfer all or any part of this Temporary Right-of-Entry Agreement in any way without the prior written consent of the City. Any attempt to transfer or assign without the prior written consent of the City shall be void and may result in the termination of this Temporary Right-of-Entry Agreement.
11. TEXAS LAW. This Temporary Right-of-Entry Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Texas. Any controversy arising out of or connected with this Temporary Right-of-Entry Agreement or the underlying work shall be instituted and maintained in the courts of the State of Texas, County of El Paso.
12. RELATIONSHIP. Nothing in this Temporary Right-of-Entry Agreement shall be construed as creating the relationship of employer and employee or agent between any of the parties named herein.
13. NO REAL PROPERTY INTEREST. This Temporary Right-of-Entry Agreement is granted solely for the identified use as referenced herein. The Parties expressly understand and agree that the granting of any related easement or other such rights shall require the execution of additional instruments and/or proper legal actions.
14. AUTHORITY. Each of the signatories hereto expressly warrants that he or she has been duly authorized to sign this Temporary Right-of-Entry Agreement for their principal and to bind their principal.

Signatures Begin on Next Page.

EXECUTED this the _____ day of _____, 2018.

CITY OF EL PASO

By:

Tomás González
City Manager

APPROVED AS TO FORM:



Theresa Cullen
Deputy City Attorney

APPROVED AS TO CONTENT:

Omar Moreno, P. E.
CID Grant Funded Programs Director

Jessica Herrera
Director, Economic and International
Development

ACKNOWLEDGMENT

STATE OF TEXAS }
COUNTY OF EL PASO }

This instrument was acknowledged before me this _____ of _____, 2018, by Tomás González, as City Manager of the City of El Paso.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 201__.

Notary Public in and for
The State of Texas
My Commission Expires:

[Signatures continued on next page]

ACCEPTANCE AND ACKNOWLEDGEMENT

The above Temporary Right of Entry Agreement, with all conditions thereof, is hereby accepted this _____ day of _____, 2018 by _____ as _____ of Abrams-Kiewit Joint Venture.

ABRAMS-KIEWIT JOINT VENTURE

By: _____
Name: _____
Title: _____

ACKNOWLEDGMENT

STATE OF TEXAS }
COUNTY OF EL PASO }

BEFORE ME, the undersigned, Notary Public, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing instrument, as the _____ of Abrams-Kiewit Joint Venture and acknowledged to me that he executed said instrument for the purposes and consideration therein expressed on behalf of Abrams-Kiewit Joint Venture.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2018.

Notary Public in and for
The State of Texas
My Commission Expires:

EXHIBIT "A"

EXHIBIT A



County: El Paso
Parcel No.: 27
Highway: State Loop 375, Border West Expressway
Limits: From: Magdalena Street
To: U.S. 80-A (Doniphan Drive)
RCSJ: 2552-04-041
CSJ: 2552-04-027 (From: 385+42.65 To: 393+09.32)

PROPERTY DESCRIPTION FOR PARCEL 27

Being a calculated 1.315 acre (57,292 square feet) parcel of land situated in the J. Barker Survey Number 9, Abstract Number 8, El Paso County, Texas, and being all out of Lots 3 through 28 and part of 29 thru 31, Block 24 of the Second Revised Map of Mundy Heights Addition to The City of El Paso, as recorded in Book 1, Page 36 of the Plat Records of El Paso County, Texas (P.R.E.P.C.TX.), being an undivided one-half interest described in Deed to The City of El Paso, as recorded in Volume 1105, Page 476 of the Deed Records of El Paso County, Texas (D.R.E.P.C.TX.) and an undivided one-half interest to the City of El Paso for its own use and benefit and for the use and benefit of taxing units, said 1.315 acre parcel being more particularly described by metes and bounds as follows:

BEGINNING at a 5/8-inch iron rod in concrete found at the intersection of the west right of way line of Commercial Street (52 feet wide right of way) Book 1, Page 36, P.R.E.P.C.TX. and the southerly right of way line of West Yandell Drive (a variable width right of way) as shown in Texas Department of Transportation (TxDOT) Strip Map CSJ # 1-4-28, date unknown and the northeasterly corner of said calculated 1.315 acre tract having surface coordinates of N= 10,660,297.46 and E= 379,230.18, at 24.48 feet left of State Loop 375 Right of Way Baseline Station 386+45.14;

1. **THENCE**, South 31°00'25" East, with the west right of way line of said Commercial Street and the easterly line of said calculated 1.315 acre tract, a distance of 103.30 feet to a point on the Interior "ell" corner of said calculated 1.315 acre tract and the southwesterly corner of said Commercial Street for an angle point;
2. **THENCE**, North 58°59'35" East, along the southerly right of way line of said Commercial Street and the north line of said calculated 1.315 acre tract, a distance of 52.00 feet to a point on the westerly line of a 12 feet wide railroad right of way reserved for trackage purposes as shown on said Mundy Heights Addition to The City of El Paso and the northeast corner of said calculated 1.315 acre tract;
3. **THENCE**, South 31°00'25" East, along the westerly line of said railroad right of way and the east line of said calculated 1.315 acre tract, a distance of 560.34 feet to a point at the southeasterly corner of said calculated 1.315 acre tract;
4. **THENCE**, North 45°26'26" West, along the west line of said calculated 1.315 acre tract and the east line of said railroad right of way, a distance of 597.82 feet to a point and the beginning of a tangent curve to the right;

EXHIBIT A



5. **THENCE**, in a northwesterly direction with said curve, along the west line of said calculated 1.315 acre tract and the east line of said railroad right of way, passing at an arc length of 128.83 feet a 5/8-inch iron rod with TxDOT cap set on the westerly proposed right of way line and Access Denial Line of State Loop 375, Border West Expressway at 101.00 feet right of State Loop 375 Right of Way Baseline Station 386+04.11, in all, a total arc length of 191.29 feet, through a central angle of 04°54'55", having a radius of 2,229.83 feet, and a chord that bears North 42°58'59" West with a distance of 191.23 feet to a 5/8-inch iron rod with TxDOT cap set on the at 112.14 feet right of State Loop 375 Right of Way Baseline Station 385+42.66 for corner, same being on the southerly right of way line of said West Yandell Drive and the northerly line of said calculated 1.315 acre tract; **
6. **THENCE**, South 84°10'27" East, along the southerly right of way line of said West Yandell Drive and the northerly line of said calculated 1.315 acre tract with the proposed westerly right of way line and Access Denial Line of State Loop 375, Border West Expressway, passing at a distance of 13.93 feet to a 5/8-inch iron rod with TxDOT cap set at 101.00 feet right of State Loop 375 Right of Way Baseline Station 385+51.01** for end of Access Denial Line, in all, a distance of 170.79 feet to the to the **POINT OF BEGINNING** and containing 1.315 acre (57,292 square feet) of land.

EXHIBIT A



*The acreage calculated and shown hereon is converted from the square footage shown hereon, and is for informational purposes only.

** This monument may be replaced by a Texas Department of Transportation (TxDOT) Type II right of way marker upon the completion of the highway construction project under the supervision of a RPLS either employed or retained by TxDOT.

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

All bearings and coordinates shown are based on NAD83 (1993 Adjustment) Texas State Plane Coordinate System, Central Zone. All coordinates and distances shown are surface and may be converted to grid by dividing by a surface adjustment factor of 1.000231. Project is located in UTM Zone 13.

THE STATE OF TEXAS

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF EL PASO

§


§

That I, John David Kenney, 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 in the month of April.

WITNESS MY HAND AND SEAL at Spring, Harris County, Texas this the 1st day of May 2017.

RODS Surveying, Inc.
6810 Lee Road, Ste. 100
Spring, Texas 77379
TBPLS Firm No.10030700




John David Kenney
Registered Professional Land Surveyor No. 2080
State of Texas

As of May 1, 2017

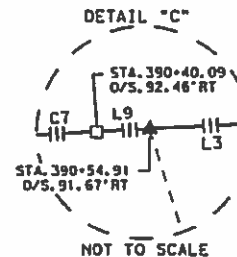
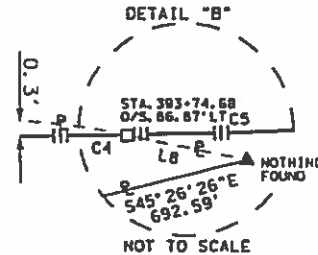
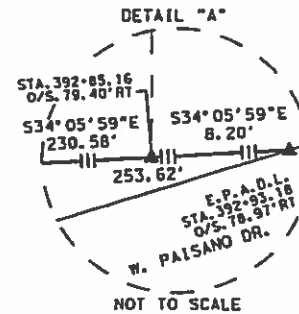
EXHIBIT A

LINE TABLE			
L1	S 31°00'25" E	103.30'	
L2	N 58°59'35" E	52.00'	
L3	S 34°05'59" E	230.58'	
L4	S 84°10'27" E	13.93'	
L5	S 84°10'27" E	14.93'	
L6	S 31°00'25" E	64.35'	
L7	S 30°59'04" E	53.57'	
L8	S 31°00'25" E	31.04'	
L9	S 34°05'59" E	14.84'	

CURVE TABLE					
NO.	DELTA	RADIUS	LENGTH	CHORD BEARING	CHORD DIST.
C1	03°18'37"RT	2,229.83'	128.83'	N 43°47'07" W	128.81'
C2	01°36'17"RT	2,229.83'	62.46'	N 41°19'40" W	62.46'
C3	02°11'46"LT	6,029.00'	231.10'	S 32°08'50" E	231.09'
C4	01°04'08"LT	1,813.18'	33.63'	S 31°31'08" E	33.63'
C5	01°26'54"LT	1,813.18'	45.83'	S 32°46'39" E	45.83'
C6	02°31'02"LT	1,813.18'	79.68'	S 32°14'35" E	79.65'
C7	00°51'13"LT	6,029.00'	89.89'	S 33°40'21" E	89.89'
C8	01°50'26"LT	2,241.83'	72.01'	S 44°31'13" E	72.01'
C9	04°54'55"LT	2,228.83'	191.29'	N 42°58'59" W	191.23'

STATE LOOP 375
RIGHT OF WAY BASELINE
PI STA 397+94.59
N = 10,659,300.08
E = 379,802.07
A = 15°45'46" (LT)
D = 01°33'25"
L = 1,012.42'
T = 509.43'
R = 3,680.00'
PC STA 392+85.16
PT STA 402+97.58

STATE LOOP 375
DESIGN BASELINE
PI STA 399+92.81
N = 10,659,245.62
E = 379,832.45
A = 15°45'46" (LT)
D = 01°33'25"
L = 1,012.42'
T = 509.43'
R = 3,680.00'
PC STA 393+33.36
PT STA 403+95.80



A
SECOND REVISED MAP OF
MUNDY HEIGHTS ADDITION
TO THE CITY OF EL PASO
BOOK 1, PG. 36
P.R.E.P.C. TX.

B
OWNERSHIP UNKNOWN
(12-FOOT STRIP
RESERVED FOR RAIL ROAD USE, AS SHOWN ON
MUNDY HEIGHTS ADDITION TO THE CITY OF EL PASO
BOOK 1 PG. 36 P.R.E.P.C. TX.
BASED UPON OUR RESEARCH, THERE APPEARS TO BE
NO RECORDED VESTING DEED FOR THE
RIGHT OF WAY AS SHOWN HEREON)

C
COMMERCIAL ST.
(52' WIDTH ROW)
MUNDY HEIGHTS TO THE CITY
OF EL PASO
DATED JULY 1910
BOOK 1, PAGE 36
P.R.E.P.C. TX.

D
UNDIVIDED 1/2 INTEREST CITY OF EL PASO
VOL. 1105, PG. 476
D.R.E.P.C. TX.
AND
UNDIVIDED 1/2 INTEREST CITY OF EL PASO
FOR ITS OWN USE AND BENEFIT AND FOR THE USE
AND BENEFIT OF TAXING UNITS
ALL OF LOTS 3-28 & PART OF 29-31,
BLOCK 24, SECOND REVISED MAP OF
MUNDY HEIGHTS ADDITION TO THE CITY OF EL PASO

RODS SURVEYING, INC.
TBPLS FIRM NO. 10030700
6810 LEE ROAD SPRING, TEXAS 77379
TEL (281) 257-4020 FAX (281) 257-4021

**PARCEL PLAT
SHOWING
PARCEL 27**
LOOP 375 EL PASO COUNTY
STATE LOOP 375, BORDER WEST
EXPRESSWAY
RCSJ 2552-04-041
AS OF MAY 1, 2017

EXHIBIT A

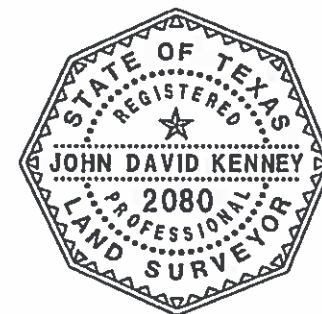
LEGEND

- SET 5/8" IR W/TXDOT CAP
 □ 5/8" IRON ROD W/TXDOT
 ● ALUM DISK FOUND (UNLESS NOTED)
 ○ 5/8" IRON ROD SET WITH
 "RODS SURVEYING, INC." CAP (UNLESS NOTED)
 ▲ 5/8" IRON ROD FOUND (UNLESS NOTED)
 △ CALCULATED POINT
 P PROPERTY LINE
 () RECORD INFORMATION
 P.O.B. POINT OF BEGINNING
 P.O.C. POINT OF COMMENCING
 P.O.R. POINT OF REFERENCE
 P.C. POINT OF CURVATURE
 P.T. POINT OF TANGENCY
 P.I. POINT OF INTERSECTION
 P.R.C. POINT OF REVERSE CURVATURE
 N.T.S. NOT TO SCALE
 R.O.W. RIGHT OF WAY
 C.M. CONTROLLING MONUMENT
 P.L.I. BASELINE/PROPERTY LINE INTERSECTION
 E.A.D.L. EXISTING DENIAL OF ACCESS LINE
 P.A.D.L. PROPOSED DENIAL OF ACCESS LINE
 B.P.A.D.L. BEGIN PROPOSED DENIAL OF ACCESS LINE
 E.P.A.D.L. END PROPOSED DENIAL OF ACCESS LINE
 P.R.E.P.C.TX. PLAT RECORDS OF
 EL PASO COUNTY, TEXAS
 N.R.E.P.C.TX. NAMED RECORDS OF
 EL PASO COUNTY, TEXAS
 D.R.E.P.C.TX. DEED RECORDS OF
 EL PASO COUNTY, TEXAS
 O.R.E.P.C.TX. OFFICIAL RECORDS OF
 EL PASO COUNTY, TEXAS
 O.P.R.E.P.C.TX. OFFICIAL PUBLIC RECORDS OF
 EL PASO COUNTY, TEXAS
 O.P.R.E.P.C.TX. OFFICIAL PUBLIC RECORDS
 OF REAL PROPERTY
 EL PASO COUNTY, TEXAS
 E.P.C.C.A.D.P.ID. EL PASO COUNTY CENTRAL
 APPRAISAL DISTRICT PROPERTY ID
 TXDOT TEXAS DEPARTMENT OF TRANSPORTATION
 —||— ACCESS DENIAL LINE (A.D.L.)
 —||— DISTANCE NOT TO SCALE
 —||— DEED LINE (COMMON OWNERSHIP)
 —||— EXISTING EASEMENT LINE
 —||— SURVEY LINE

8. LOOP 375 DESIGN BASELINE ALIGNMENT DERIVED FROM ABRAMS KIEWIT JOINT VENTURE PROJECTWISE IN MDF_375-ALG01.DGN DATED 02-16-15.
 9. LOOP 375 RIGHT-OF-WAY BASELINE ALIGNMENT DERIVED FROM TXDOT APPROVED PLANS OF RIGHT-OF-WAY PROJECT.
 10. THE ACREAGE CALCULATED AND SHOWN HEREON IS CONVERTED FROM THE SQUARE FOOTAGE SHOWN HEREON, AND IS FOR INFORMATIONAL PURPOSES ONLY.
 11. VOLUME (VOL.) AND PAGE (PG.) LABELS FOR DEEDS AND EASEMENTS REFER TO THE DEED RECORDS OF EL PASO COUNTY, TEXAS. VOLUME (VOL.) AND PAGE (PG.) LABELS FOR PLATS REFER TO THE PLAT RECORDS OF EL PASO COUNTY, TEXAS. DOCUMENT NUMBER (DOC. NO.) LABELS REFER TO THE OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF EL PASO COUNTY, TEXAS. (UNLESS OTHERWISE NOTED).

*** THE MONUMENT DESCRIBED AND SET MAY BE REPLACED WITH A TXDOT TYPE II RIGHT OF WAY MARKER UPON COMPLETION OF THE HIGHWAY CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A REGISTERED PROFESSIONAL LAND SURVEYOR, EITHER EMPLOYED OR RETAINED BY TXDOT.

A PROPERTY DESCRIPTION OF EVEN DATE WAS PREPARED IN CONJUNCTION WITH THIS PARCEL 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.

John David Kenney
 JOHN DAVID KENNEY
 REGISTERED PROFESSIONAL LAND SURVEYOR
 NO. 2080, STATE OF TEXAS

5-1-17
 DATE

EXISTING	TAKING	REMAINING
*1.315 AC	*1.315 AC	0 AC LT
*57,292 SF	*57,292 SF	0 SF LT
	FROM	TO
STATION	385+42.65	393+09.32

RODS SURVEYING, INC.

TBPLS FIRM NO. 10030700
 6810 LEE ROAD SPRING, TEXAS 77379
 TEL (281) 257-4020 FAX (281) 257-4021

PARCEL PLAT
 SHOWING
 PARCEL 27

LOOP 375 EL PASO COUNTY
 STATE LOOP 375, BORDER WEST
 EXPRESSWAY
 RCSJ 2552-04-041
 AS OF MAY 1, 2017



NOTES:

1. ALL BEARINGS AND COORDINATES SHOWN ARE BASED ON NAD83 (1993 ADJUSTMENT) TEXAS STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE. ALL COORDINATES AND DISTANCES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A SURFACE ADJUSTMENT FACTOR OF 1.000231. PROJECT IS LOCATED IN UTM ZONE 13.
 2. THIS SURVEY WAS COMPLETED IN ACCORDANCE WITH A TITLE COMMITMENT BY FIRST AMERICAN TITLE INSURANCE COMPANY, CF NO. 142635-JC, DATED FEBRUARY 8, 2017.
 3. THE EASEMENTS SHOWN IN SCHEDULE B OF THE TITLE COMMITMENT ARE AS FOLLOWS:
 4. TITLE COMMITMENT ITEM 10c. CLAIMS BY THE TIGUA INDIAN TRIBE OF THE YSLEYA DEL SUR PUEBLO, VOLUME 2553, PAGE 1958, OF THE REAL PROPERTY RECORDS, EL PASO COUNTY, TEXAS.
 5. TITLE COMMITMENT ITEM 10g. UNRECORDED LEASE AGREEMENT NOVEMBER 3, 1998 BETWEEN THE CITY OF EL PASO (LICENSOR) AND CLEAR CHANNEL OUTDOOR, A DELAWARE CORPORATION, SUCCESSOR IN INTEREST TO ELLER MEDIA COMPANY (LICENSEE) AS REFERENCED BY MEMORANDUM OF LICENSE AGREEMENT DATED MARCH 27, 2014 FILED MARCH 28, 2014, UNDER CLERK'S FILE NUMBER 20140019612, REAL PROPERTY RECORDS, EL PASO COUNTY, TEXAS. (SUBJECT TO BUT NOT PLOTTABLE)
 6. TITLE COMMITMENT ITEM 10h. 12 FOOT STRIP RESERVED FOR RAILROAD USE ALONG THE EASTERLY BOUNDARY LINE AND ACROSS THE CENTER PORTION OF SUBJECT PROPERTY AS SHOWN ON RIGHT-OF-WAY SKETCH DATED NOVEMBER 10, 2014 BY SAM INC. (SHOWN HEREON)
 7. TITLE COMMITMENT ITEM 10i. TERMS AND CONDITIONS OF UNRECORDED UNION PACIFIC RAILROAD FORMAL AGREEMENT DOC. NO. DEC-1780133 DATED 8-22-2014 AS SHOWN ON RIGHT-OF-WAY SKETCH DATED NOVEMBER 10, 2014 BY SAM INC. (SHOWN HEREON)

* AREA CALCULATED BY RODS SURVEYING, INC.