

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

DEPARTMENT: Capital Improvement Department

AGENDA DATE: July 26, 2016

CONTACT PERSON NAME AND PHONE NUMBER: Monica Lombraña, A.A.E. Capital Improvement Director 212-1831
Cynthia Osborn, Real Estate Manager & Counsel. EPWU 594-5636

DISTRICT(S) AFFECTED: 8

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 relocation, construction and installation of an identified waterline and two (2) 42-inch sanitary sewer lines, if necessary, on a portion of Lots 30 and 31, Sundown Addition, El Paso, El Paso County, Texas, municipally known as 120 Courchesne St., El Paso, Texas, which relocation is required for the Border Highway West Expansion Project.

BACKGROUND / DISCUSSION:

TXDOT has contracted with Abrams-Kiewit Joint Venture (AKJV) to design and construct the Border Highway West Expansion Project (Project). The Border West Expressway Project extends from Racetrack Drive near Doniphan Road and New Mexico 2723 (west of Downtown) to US 54 (east of Downtown). AKJV has advised the City that completion of the Project requires AKJV to relocate, construct, and install a waterline and two (2) 42-inch sanitary sewer lines, if necessary, owned by the El Paso Water Utilities/Public Service Board (EPWU), on property held on the City's inventory of land at 120 Courchesne St. AKJV needs to relocate, construct and install the identified lines by mid-August, 2016 in order to meet a time line identified by EPWU to allow for the installation of valves and minimize the time that the identified water line is out of use. City and EPWU staff shall continue to finalize the documentation to allow for the relocation, construction, installation and maintenance of the identified lines on property held on the City's inventory of land in accordance with the March 31, 2010 Joint Resolution approved by City Council and the EPWU/PSB Board.

PRIOR COUNCIL ACTION:

August 26, 2014

AMOUNT AND SOURCE OF FUNDING:

N/A- no cost to the City

BOARD / COMMISSION ACTION:

N/A

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

DEPARTMENT HEAD:



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

RESOLUTION

WHEREAS, the State of Texas, on behalf of its Department of Transportation, 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, AKJV has requested permission for a temporary right-of-entry to relocate, construct and install a 48-inch water line and two (2) 42-inch sanitary sewer lines, if necessary, on identified parcels of City property by mid-August in order to meet a time line identified by El Paso Water Utilities/Public Service Board to allow for the installation of valves and minimize the time that the water line is out of use; and

WHEREAS, City and AKJV desire to enter into an agreement wherein the City will grant to AKJV a right of entry for the relocation, construction and installation of the identified waterline and two (2) 42-inch sanitary sewer lines, if necessary.

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 relocation, construction and installation of an identified waterline and two (2) 42-inch sanitary sewer lines, if necessary, on a portion of Lots 30 and 31, Sundown Addition, El Paso, El Paso County, Texas, municipally known as 120 Courchesne St., El Paso, Texas, which relocation is required for the Border Highway West Expansion Project.

DATED this ____ day of _____, 2016.

THE CITY OF EL PASO

Oscar Leoser
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

Theresa Cullen
Deputy City Attorney

APPROVED AS TO CONTENT:



Monica Lombraña, A.A.E.

Director, Capital Improvement Department

STATE OF TEXAS }
 }
COUNTY OF EL PASO }

TEMPORARY RIGHT-OF-ENTRY
AGREEMENT

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

WHEREAS, TXDOT has contracted with AKJV to design and construct the Border Highway West Expansion Project (Project); and,

WHEREAS, AKJV has advised the City that completion of the Project requires AKJV to relocate, construct, and install a 48-inch waterline and two (2) 42-inch sanitary sewer lines, if necessary, owned by the El Paso Water Utilities/Public Service Board (EPWU), on property held on the City's inventory of land; and,

WHEREAS, the City and the EPWU have an internal process that allows the construction and maintenance of EPWU utilities on properties held on the City's inventory of land, and City and EPWU staff are working to allow for the relocation, construction, installation and maintenance of the identified waterline and sewer lines, if necessary, in accordance with March 31, 2010 Joint Resolution approved by the El Paso City Council and the El Paso Water Utilities/Public Service Board; and

WHEREAS, AKJV has informed the City that time is of the essence and that AKJV needs to relocate, construct and install the identified waterline by mid-August, 2016 in order to meet a time line identified by EPWU to allow for the installation of valves and minimize the time that the identified water line is out of use; and,

WHEREAS, it is the desire of AKJV and City to enter into a Temporary Right of Entry to allow AKJV to proceed with relocation, construction, and installation of the identified waterline and the identified sewer lines, if necessary, with the understanding that City and EPWU staff shall continue to finalize the documentation to allow for the relocation, construction, installation and maintenance of the identified waterline and identified sewer lines, if necessary, on property held on the City's inventory of land in accordance with the March 31, 2010 Joint Resolution approved by the El Paso City Council and the El Paso Water Utilities/Public Service Board.

NOW, THEREFORE, for the sum of \$1.00 and other good and valuable consideration, City of El Paso agrees to provide a Temporary Right of Entry to Abrams-Kiewit Joint Venture (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 a portion of Lots 30 and 31, Sundown Addition, El Paso, El Paso County, Texas, municipally known as 120 Courchesne St., El Paso, 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 relocation, construction, and installation of the identified EPWU waterline and identified sewer lines, if necessary, on the Property. AKJV agrees all its actions in the relocation, construction and installation of the identified waterline and identified sewer lines, if

necessary, 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 relocate, construct and install the identified waterline and identified sewer lines, if necessary, in accordance with plans and specification approved by EPWU. In addition, upon completion of the installation of the identified waterline and identified sewer lines, if necessary and acceptance of the waterline and identified sewer lines, if necessary, by EPWU, AKJV will regrade and restore the Property to the same condition as existed before its use of the Property and to a condition approved by the City Manager, or his designee, and shall immediately remove its equipment from the Property.
4. 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.

5. 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.
6. TERM. The Temporary Right-of-Entry period shall terminate upon the execution of required agreement between City and EPWU concerning authority for the relocation, construction, installation and maintenance of the waterline and identified sewer lines, if necessary, on the Property or sixty (60) days from the date of this Temporary Right-of-Entry Agreement is executed, whichever comes first.
7. 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 residential 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.

8. **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.

9. **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.
10. **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.
11. **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.
12. **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.
13. **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.

EXECUTED this the ____ day of _____, 2016.

(ACKNOWLEDGEMENTS AND ACCEPTANCE ON FOLLOWING PAGES)

ACCEPTANCE AND ACKNOWLEDGEMENT

City of El Paso

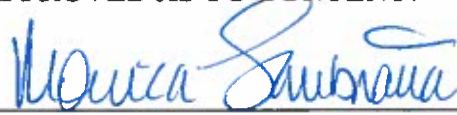
BY:

Tomás González
City Manager

APPROVED AS TO FORM:

Theresa Cullen
Deputy City Attorney

APPROVED AS TO CONTENT:


Monica Lombrana, A.A.E.
Director, Capital Improvement Department

APPROVED AS TO FORM:

Cynthia Osborn
Real Estate Manager and Counsel

APPROVED AS TO CONTENT:

Cary Westin, Director
Economic and International Development

ACKNOWLEDGMENT

STATE OF TEXAS }
COUNTY OF EL PASO }

This instrument was acknowledged before me this _____ of _____, 2015, by Tomás González, as City Manager of the City of El Paso.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this the _____ day of _____, 2016.

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

ACCEPTANCE AND ACKNOWLEDGEMENT

The above Temporary Right of Entry Agreement, with all conditions thereof, is hereby accepted this _____ day of _____, 2016 by _____ as _____ of Abrams-Kiewit Joint Venture.

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 _____, 2015.

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

EXHIBIT "A"

EXHIBIT A

County: El Paso
Parcel No.: _____
Highway: State Loop 375, Border West Expressway
Limits: From: Race Track Drive
To: U.S. 54
RCSJ: 2552-04-041 (From: 192+30.88, To: 192+60.74)
CSJ: 2552-04-027

DESCRIPTION FOR PARCEL _____

Being a 0.0217 of one acre (943 square feet) easement situated in the Cresencio Morago Survey Number 114, Abstract Number 2679 (also known as the Cresencio Morego Survey), and being out of Lot 31 of the Sundown Addition as recorded in Book 12, Page 44 of the Plat Records of El Paso County, Texas (P.R.E.P.C.TX.) conveyed by deed to The City of El Paso as recorded in Volume 1386, Page 261 of the Deed Records of El Paso County, Texas (D.R.E.P.C.TX.), said 0.0217 of one acre easement being more particularly described by metes and bounds as follows:

COMMENCING at a 5/8-inch iron rod with Texas Department of Transportation (TxDOT) brass cap found at the intersection of the south right of way line of Courchesne Street (40 feet wide right of way) and the existing north right of way line of U.S. Highway 85 (a variable width right of way, former SPUR 1, CSJ: 2121-7-2 & 3), same being the northwest corner of Lot 31 of said Sundown Addition;

THENCE, South 27°58'39" East, with the southwesterly line of said Lot 31 and the existing north right of way line of said US Highway 85, a distance of 70.89 feet to a calculated point at the beginning of the proposed easement line at 161.22 feet left of State Loop 375 Right of Way Baseline Station 192+30.88 having surface coordinates of N= 10,676,064.21 and E= 369,621.87 for the **POINT OF BEGINNING** of said 0.0217 of one acre easement;

1. **THENCE**, North 84°18'52" East, with said proposed easement line and over and across said Lot 31, a distance of 54.04 feet to a calculated point on the common line of the east line of Lot 31 and the west line of Lot 30;
2. **THENCE**, South 27°58'39" East, along said common line of Lot 30 and Lot 31, a distance of 8.61 feet to a calculated point to the common corner thereof on an interior line of a called 28.4211 acre tract described as Parcel 1, Part 2 in Special Warranty Deed conveyed to The State of Texas, acting by and through the Texas Transportation Commission (TxDOT), as recorded in Document Number 20140024763, Official Records of El Paso County, Texas (O.R.E.P.C.TX.), for corner;
3. **THENCE**, South 62°01'21" West, continuing along the common line of Lot 30 and said 28.4211 acre tract, a distance of 50.00 feet to a 5/8-inch iron rod found at 158.55 feet left of State Loop 375 Right of Way Baseline Station 192+60.74 on the northerly right of way line of said U.S. Highway 85 and the west line of said Lot 31, same being the beginning of the proposed right of way line and Access Denial Line of State Loop 375, Border West Expressway, from which a 1/2-inch iron rod with cap found bears North 64°45' East a distance of 2.5 feet;**

As of June 22, 2016

EXHIBIT A

4. **THENCE**, North 27°58'39" West, along the northerly right of way line of said U.S. Highway 85 and the southwesterly line of said Lot 31, a distance of 29.11 feet to the **POINT OF BEGINNING** and containing 0.0217 of one acre (943 square feet) of land.

*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 22nd day of June, 2016.

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



A handwritten signature in cursive script, reading "John David Kenney".

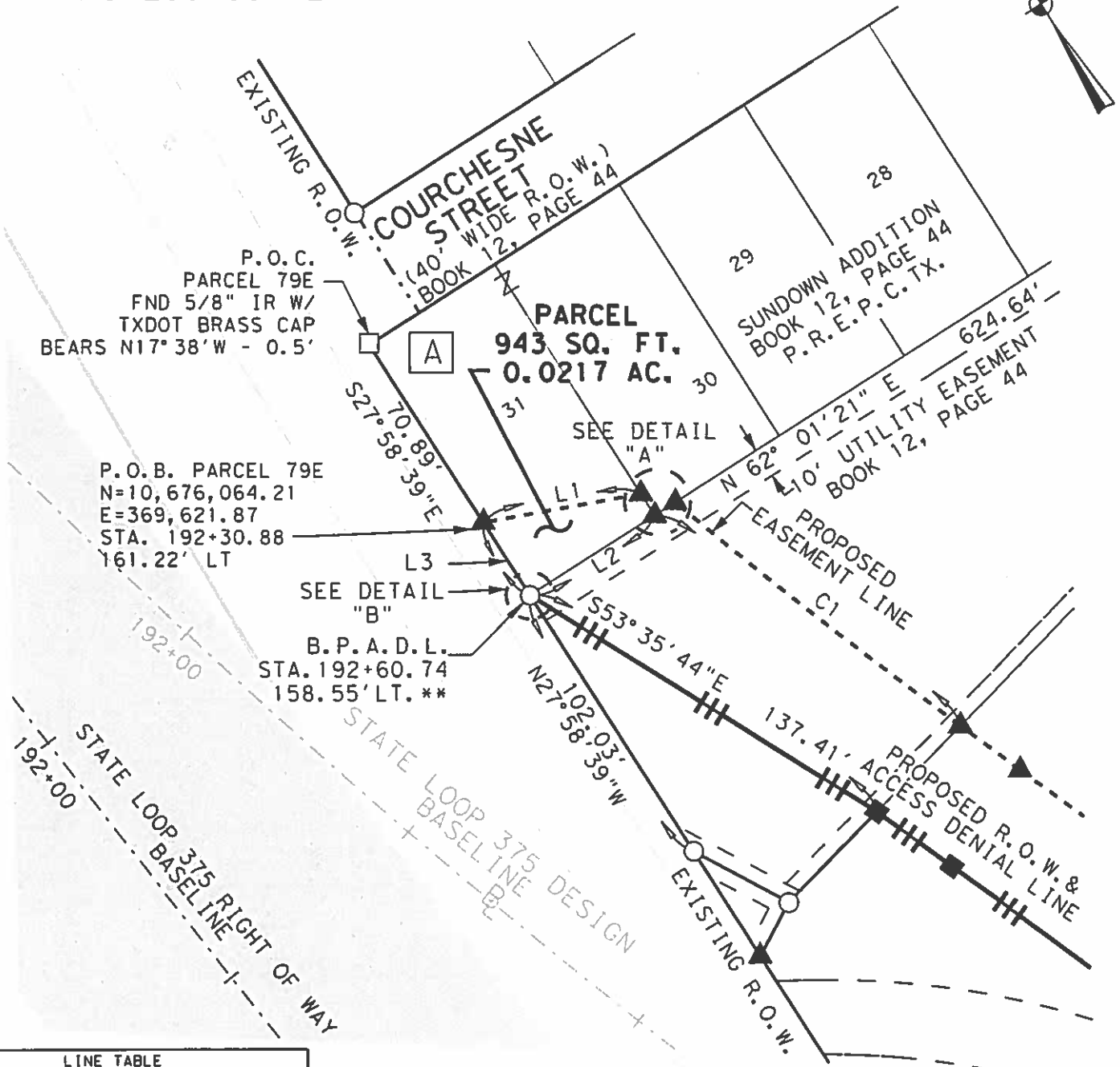
John David Kenney
Registered Professional Land Surveyor No. 2080
State of Texas

As of June 22, 2016

0' 50' 100' 150'

SCALE 1" = 50'

CRESENCIO MORAGO SURVEY NUMBER 114
 ABSTRACT NUMBER 2679
 (ALSO KNOWN AS CRESENCIO
 MOREGO SURVEY NUMBER 114)



LINE TABLE

L1	N 84°18'52" E	54.04'
L2	S 62°01'21" W	50.00'
L3	N 27°58'39" W	29.11'

SEE PAGE 4 OF 5
 FOR DETAILS

CURVE TABLE

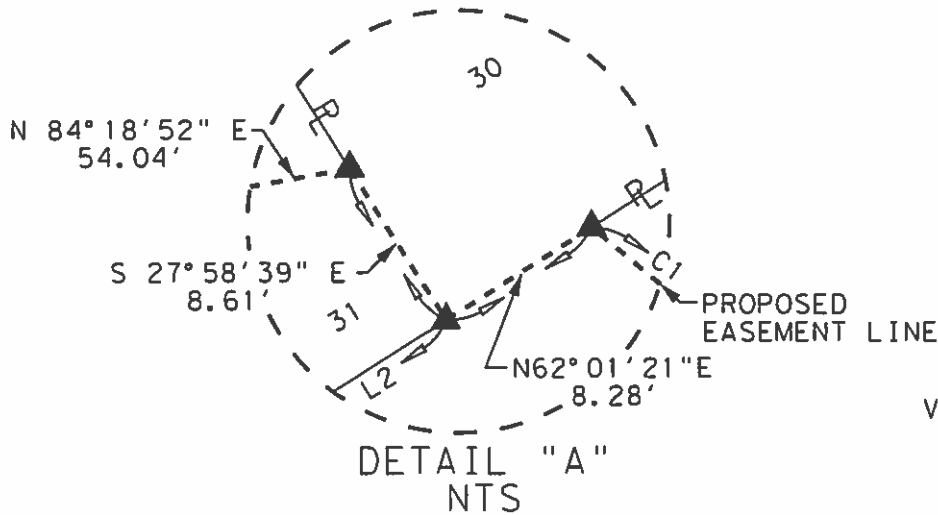
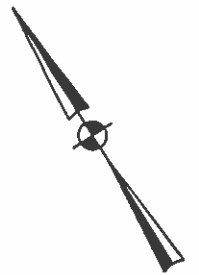
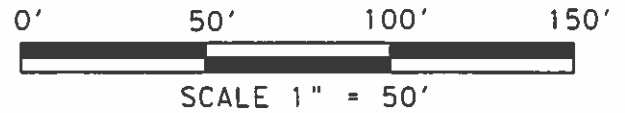
NO.	DELTA	RADIUS	LENGHT	CHORD BEARING	CHORD DIST.
C1	03°25'59"LT	2,030.81'	121.67'	S 47°23'47" E	121.67'

PAGE 3 OF 5

PARCEL PLAT
 SHOWING
 PARCEL

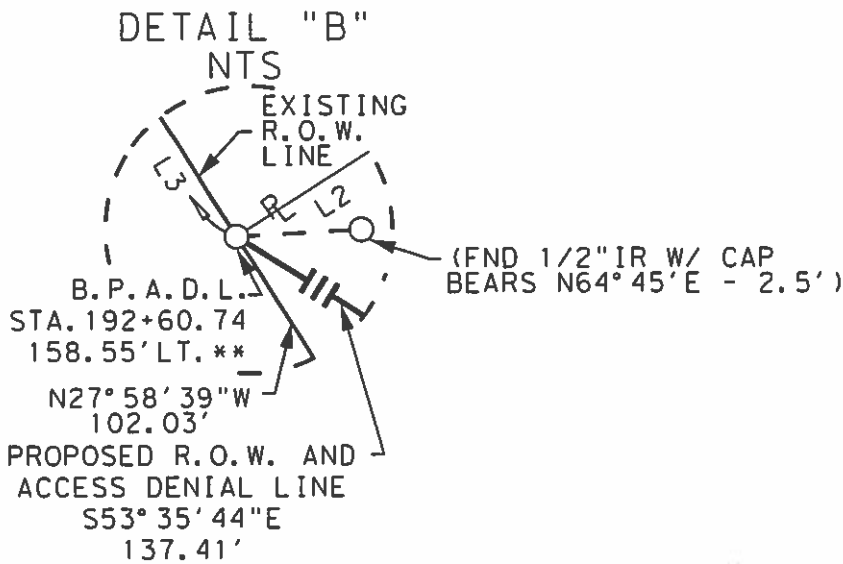
LOOP 375 EL PASO COUNTY
 STATE LOOP 375, BORDER WEST
 EXPRESSWAY
 RCSJ 2552-04-041
 AS OF JUNE 22, 2016

EXHIBIT A



A

LOTS 30 & 31
THE CITY OF EL PASO
VOLUME 1386, PAGE 261
D.R.E.P.C.TX.



STATE LOOP 375
RIGHT OF WAY BASELINE
PI STA = 191+18.27
N = 10,676,054.68
E = 369,394.71
D = 12° 59' 24"
R = 5,500.00'
L = 1,246.95'
CHB = S 31° 53' 13" E
CHD = 1,244.28'
PC STA = 184+92.11
PT STA = 197+39.06

PARCEL PLAT
SHOWING
PARCEL _____

LOOP 375 EL PASO COUNTY
STATE LOOP 375, BORDER WEST
EXPRESSWAY
RCSJ 2552-04-041
AS OF JUNE 22, 2016

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
- 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 OF EL PASO COUNTY, TEXAS
- O.P.R.E.P.C.TX. EL PASO COUNTY CENTRAL APPRAISAL DISTRICT PROPERTY ID
- TxDOT TEXAS DEPARTMENT OF TRANSPORTATION
- MD ACCESS DENIAL LINE (A.D.L.)
- DISTANCE NOT TO SCALE
- DEED LINE (COMMON OWNERSHIP)
- EXISTING EASEMENT LINE
- SURVEY LINE

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

06/22/2016
DATE

EXISTING	TAKING	REMAINING
*0.2296 AC	0.0217 AC.	0 AC LT
*10,000 SF	943 SF	0 SF LT
		0 AC RT
		0 SF RT
	FROM	TO
STATION	192+30.88	192+60.74

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. LOOP 375 DESIGN BASELINE ALIGNMENT DERIVED FROM ABRAMS KIEWIT JOINT VENTURE PROJECTWISE IN MOF_375-ALG01.DGN DATED 02-16-15.

3. LOOP 375 RIGHT-OF-WAY BASELINE ALIGNMENT DERIVED FROM TXDOT APPROVED PLANS OF RIGHT-OF-WAY PROJECT.

4. THE ACREAGE CALCULATED AND SHOWN HEREON IS CONVERTED FROM THE SQUARE FOOTAGE SHOWN HEREON, AND IS FOR INFORMATIONAL PURPOSES ONLY.

5. 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).

6. THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE COMMITMENT. EASEMENTS OR OTHER MATTERS OF RECORD MAY EXIST WHERE NONE ARE SHOWN.

** THIS MONUMENT MAY BE REPLACED BY A 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.
* AREA CALCULATED BY RODS SURVEYING, INC.

PAGE 5 OF 5

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

LOOP 375 EL PASO COUNTY
STATE LOOP 375, BORDER WEST
EXPRESSWAY
RCSJ 2552-04-041
AS OF JUNE 22, 2016

120 Courchesne Street: Relocation of 48" water line & two 42" sanitary sewer force mains

