

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

**DEPARTMENT:** Planning and Inspections Department

**AGENDA DATE:** Introduction: August 9, 2016  
Public Hearing: August 23, 2016

**CONTACT PERSON:** Valerie Herrera, (915) 212-1517,  
[herreravm@elpasotexas.gov](mailto:herreravm@elpasotexas.gov)

**DISTRICT(S) AFFECTED:** 8

**SUBJECT:**

An ordinance granting a Special Privilege License to Hestra, LLC for the construction, installation, maintenance, use, and repair of sixteen (16) angled parking spaces within portions of City right-of-way along Mills Avenue and Willow Street adjacent to the property located at 2020 East Mills Avenue, El Paso, Texas for a term of five years with one (1) renewable five year term. (NESV2016-00016, District 8)

**BACKGROUND / DISCUSSION:**

**NESV2016-00016, Sixteen Angled Parking Spaces:** The Planning and Inspections Department is recommending approval of an ordinance granting the five (5) year term of a Special Privilege License for the use of City right-of-way to Hestra, LLC for sixteen (16) angled parking spaces along portions of Mills Avenue and Willow Street, adjacent to the property identified as 2020 East Mills Avenue. The Licensed Area is a total of 2,761 square feet. Calculated in accordance with Schedule C Fee List – FY2016 of the El Paso Municipal Code, the annual fee for the Special Privilege License is One Thousand Sixty-Two and 00/100 Dollars (\$1,062.00). The term of this License shall be for five (5) years with the option of one (1) additional renewal of a five (5) year term, subject to the approval of the City Council.

The required parking for 'office professional' use is one (1) off-street parking space for every 480 square feet of Gross Floor Area (GFA). The minimum off-street parking requirement for this location is twelve (12) spaces. The site plan reflects eight (8) parking spaces, one (1) accessible space, and a private metal parking garage that accommodates four (4) survey vehicles for the engineering firm; a total of thirteen (13) off-street parking spaces for tenant and client use. Applicant is requesting additional on-street parking for tenant and client use.

Any deviation from the terms of this License shall render it void. The Grantee shall be responsible for maintenance and repair to the Licensed Area, as well as, restoration of the area upon termination of this License. The City maintains all rights to service or modify any or all of the portions of City right-of-way as described by this Special Privilege License.

As per Section 15.08.120(G), the proposed Grantee has provided proof of a general liability insurance policy in accordance with the City's Risk Management Department. The Grantee agrees to indemnify the City of any damages that may be associated with the Special Privilege License.

**Attachments:**

Ordinance Granting Special Privilege License  
Exhibit A – Survey  
Exhibit B – Aerial Map

**PRIOR COUNCIL ACTION:**

N/A

**AMOUNT AND SOURCE OF FUNDING:**

N/A

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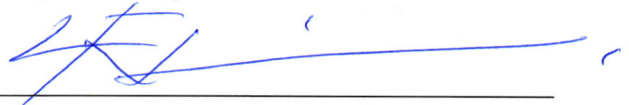
**BOARD / COMMISSION ACTION:**

The item was distributed to the Development Coordinating Committee (DCC) on Monday, July 11, 2016. This final License Agreement was drafted in accordance to staff comment. No subsequent adverse comments were received.

\*\*\*\*\*REQUIRED AUTHORIZATION\*\*\*\*\*

**DEPARTMENT HEAD:**

Larry F. Nichols, Director  
Planning and Inspections Department



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**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE GRANTING A SPECIAL PRIVILEGE LICENSE TO HESTRA, LLC FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE, USE, AND REPAIR OF SIXTEEN (16) ANGLED PARKING SPACES WITHIN PORTIONS OF CITY RIGHT-OF-WAY ALONG MILLS AVENUE AND WILLOW STREET ADJACENT TO THE PROPERTY LOCATED AT 2020 EAST MILLS AVENUE, EL PASO, TEXAS FOR A TERM OF FIVE YEARS WITH ONE (1) RENEWABLE FIVE YEAR TERM.**

**BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EL PASO:**

**SECTION 1. DESCRIPTION**

The City of El Paso (hereinafter called "City") hereby grants a Special Privilege License (hereinafter called "License") to Hestra, LLC (hereinafter referred to as the "Grantee"), for the construction, installation, future maintenance, use and repair of sixteen (16) angled parking spaces within portions of City rights-of-way along Mills Avenue and Willow Street as shown in Exhibit "A," which is made a part hereof for all purposes (hereinafter referred to as "License Area").

**SECTION 2. LICENSE AREA**

The surface rights granted herein along portions of rights-of-way along Mills Avenue and Willow Street adjacent to the property described as Lot 15 to 17 and the East 16.8' of Lot 18, Block 56, COTTON ADDITION, 2020 East Mills Avenue, City of El Paso, El Paso County, Texas, to privatize sixteen (16) angled parking spaces are more particularly shown in Exhibit "B," which is made a part hereof for all purposes (hereinafter referred to as "License Area").

**SECTION 3. USE OF PROPERTY**

This License is granted solely for the encroachment onto City rights-of-way for the sixteen (16) angled parking spaces in accordance with all requirements of the El Paso City Code section 15.08.120. Grantee agrees to restore the License Area to the reasonable satisfaction of the City, in accordance with applicable City specifications, which include restoration to allow for pedestrian access.

This Special Privilege License shall not be construed to waive any City permit requirements. Grantee shall be responsible for all maintenance. Grantee, at no cost to the City, shall clean up all litter and debris within the License Area, leaving City rights-of-way in a clean and orderly condition at all times when not in use as the sixteen (16) angled parking spaces. The License Area may be fenced using the materials and methods approved by the concurrence of Engineering and Construction Management, Planning and Inspections Department, the El Paso Fire Department, and any other relevant City Departments.

This License shall not permit or be construed to permit any other private use of the City right-of-way that impairs its function as a City right-of-way. Except as provided herein, Grantee shall not construct any additional improvements, or make any additions or alterations on, above, or below the City right-of-way, without prior written consent of the El Paso City Council.

**SECTION 4. REGULATION OF CONSTRUCTION**

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The work done by Grantee in installation, replacing, repairing, reconstructing, or maintaining the sixteen (16) angled parking spaces shall be subject to and governed by all laws, rules and regulations of the City and State of Texas, Federal Communications Commission, and the U.S. Government that are applicable to the construction of the sixteen (16) angled parking spaces. Work done in connection with the construction, repair and maintenance of such facilities is subject to the continuing police power of the City.

In the event that Grantee desires to reconstruct, repair, maintain, or replace the sixteen (16) angled parking spaces hereunder, Grantee shall obtain all applicable permits required by the City. Where proposed, any excavation or trenching and other construction in the License Area shall be so carried out as to interfere as little as practical with the surface use of the License Area in accordance with any lawful and reasonable direction given by or under the authority of the governing body of the City under the police and regulatory powers necessary to provide for public convenience.

Grantee covenants and agrees that Grantee shall, at Grantee's own expense, repair all water lines, storm and sanitary sewer lines, service lines and water meters owned by the City that Grantee, Grantee's employees, contractors, agents or assigns damage so that such repair of the water lines, storm and sanitary sewer lines and water meters shall comply with the approval of the City.

The City shall have the power at any time to order and require Grantee to remove and abate any portion of the License Area that is dangerous to life or property. Should Grantee, after notice, fail or refuse to comply within a reasonable time, the City shall have the power to remove or abate the same, at the expense of Grantee. In the event City removes or abates the License Area as provided herein, Grantee shall not be compensated for the loss of the License Area, or revenues associated with the area, nor shall the City be liable to the Grantee for any direct, indirect or consequential damages due to the removal or abatement of the License Area.

#### **SECTION 5. TERM**

This Special Privilege shall be for a term of five (5) years from the effective date hereof, unless terminated earlier as provided herein. At the end of this term, the City shall have the unilateral discretion to authorize renewal of this Special Privilege for one (1) additional five (5) year term upon the request of the Grantee and approval of the El Paso City Council. If Grantee wishes the City to renew this License, Grantee shall submit a request in writing to the City no later than three (3) months prior to the expiration date of this License. Should Grantee fail to submit such request for the renewal of this License to the City as herein required, the License shall expire upon the expiration date. Grantee understands, agrees, and accepts that the City may require the terms, conditions, and provisions of this License be modified as a condition for renewing the grant of the encroachment within the License Area as permitted by this License.

#### **SECTION 6. WORK DONE BY OTHERS**

Throughout the term of this License, the City expressly reserves the right to install, repair, or reconstruct the City right-of-way used or occupied by Grantee, any streets or alleys and all ancillary public uses, usual and customary in connection with streets and alleys, expressly including but not limited to, drainage facilities and structures.

The City reserves the right, subject to further conditions described in this paragraph, to lay and permit to be laid, utility lines including, but not limited to, storm and sanitary sewer, gas, water, and other pipelines or cables, and to do and permit to be done, any underground and overhead

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installation or improvement that may be deemed necessary or proper by the governing body of the City in, across, along, over or under the License Area occupied by Grantee, and to change any curb or sidewalk or the street grade of any street. The City shall notify Grantee of work to be performed as herein described. The City shall not be liable to Grantee for any damage resulting there from, nor shall the City be liable to Grantee for any damages arising out of the performance of any work by the City, its contractors or subcontractors, not willfully and unnecessarily occasioned; provided, however, nothing herein shall relieve any other persons or entities from liability for damage to the License Area. If the City requires Grantee to alter, change, adapt, remove, or relocate the sixteen (16) angled parking spaces due to imminent public safety concerns, or because of changes in the grade of the License Area or in the location or manner of constructing a water pipe, sewer pipe or other underground or aboveground pipes owned by the City, Grantee shall make the alterations or changes as soon as practicable when ordered in writing by the City without claim for reimbursement or damages against the City. If these requirements impose a financial hardship upon Grantee, Grantee shall have the right to present alternative proposals for the City's consideration. If the City requires Grantee to remove, alter, change, adapt or relocate its sixteen (16) angled parking spaces or any portion thereof to enable any other entity or person, except the City, to use, or to use with greater convenience, the License Area, Grantee shall not be required to make such changes until such other entity or person shall have undertaken with solvent bond, to reimburse Grantee for any loss and expense which will be caused by or arise out of such removal, alteration, change, adaptation or conformance of the sixteen (16) angled parking spaces; provided, however, the City shall not be responsible nor liable for such reimbursement.

#### **SECTION 7. RESERVATION OF SURFACE, SUBSURFACE, AND AIRSPACE RIGHTS**

The City reserves the right to use the surface or subsurface or airspace within the License Area for any public purposes allowed by law and deemed necessary by the City and to do or permit to be done any work in connection therewith which may be deemed necessary or proper by the City on, across, along, under or over said License Area occupied by Grantee provided such use does not interfere with Grantee's use of the License Area. Whenever by reason of said work in connection with said purposes it shall be deemed necessary by the City to alter, change, adapt, conform or relocate portions of the sixteen (16) angled parking spaces such alteration or change or relocation shall be made by Grantee when ordered in writing by the City Manager or designee without any claim for reimbursement or damages against the City.

#### **SECTION 8. CONSIDERATION**

As consideration for this Special Privilege, Grantee shall pay to the City ONE THOUSAND SIXTY TWO AND NO/100 DOLLARS (\$1,062.00) per year. The annual fee shall remain the same for a period of one year from the date of execution by the El Paso City Council and shall be subject to change after each one year period the License remains in effect. The El Paso City Council retains the right to increase or decrease the annual fee specified in this License.

The City shall notify the Grantee of any proposed changes in fees as prescribed in Section 14 (Notice) of this License. This License is granted on the condition the Grantee pay for all costs associated with the sixteen (16) angled parking spaces, as well as all costs for the restoration of the License Area upon the termination of the License.

The first annual consideration shall be due and owing prior to the El Paso City Council approval of the License. The advance payment shall be in the form of a cashier's check or business check payable to "The City of El Paso" and delivered to the Planning and Inspections Department for

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remittance to the Financial Services Department. If the Special Privilege is disapproved by the El Paso City Council, a full refund of the payment shall be made by the Financial Services Department within fifteen (15) days of the denial action. Subsequent annual considerations shall be due the first day of the month in which the License has been granted by the El Paso City Council and remitted to the Financial Services Department.

**ADVANCE PAYMENT OPTION:**

Grantee shall have the option of pre-paying the City the entire amount for the five (5) year term of the License, prior to the execution of this License. The five (5) year amount is equal to FIVE THOUSAND AND NINE AND 56/100 DOLLARS (\$5,009.56). Said \$5,009.56 reflects the net present value (NPV) at a three percent (3%) discount rate of the annual fees for the entire five (5) year term of the License. Should Grantee select the advance payment option, Grantee shall not be entitled to a refund of the consideration paid to the City in case of cancellation by the City and/or the Grantee prior to the expiration of the five (5) year term.

Both the annual consideration and the advance payment shall be exclusive of and in addition to all general municipal taxes of whatever nature, including, but not limited to, ad valorem taxes, assessments for public improvements or any other assessments that may be enacted during the term of this License or any renewal, except hereinafter provided. The fee established in this section shall not be affected by any relocation of Grantee's sixteen (16) angled parking spaces required by the City pursuant to this License.

The fee payment shall be exclusive of and in addition to all costs of obtaining required permits, plans and other approvals as necessary to conform to all other applicable City Special Privileges and regulations.

**SECTION 9. INSURANCE**

Prior to commencement of any future construction, repairs, or maintenance operations during the term of this License, Grantee shall provide the City with a certificate of insurance and shall maintain such insurance in effect during the term of this License. The City shall be named as an additional insured on all of the Grantee's insurance policies that are required by this License. Failure to maintain insurance shall be a material breach of this License and a basis for termination of this License by the City.

Grantee shall obtain and provide a homeowner's general liability policy with a one million dollar (\$1,000,000.00) limit, per occurrence, for personal injury, death, and property damage, with a minimum one million dollar (\$1,000,000.00) general aggregate limit. These amounts are not a limitation upon the Grantee's agreement to indemnify and hold the City harmless.

Grantee shall procure said insurance with a solvent insurance company authorized to do business in Texas. Such policy or certificate shall provide that the insurance cannot be canceled, modified or the amount of coverage changed without thirty (30) days prior written notice to the Financial Services Department, or ten (10) days prior written notice to the Financial Services Department for cancellation based on non-payment of insurance premiums. Grantee shall file a copy of the policy or certificate of insurance with Financial Services Department and the Planning and Inspections Department. If the policy is not kept in full force and effect throughout the term of this License, the License shall automatically become void.

## **SECTION 10. INDEMNITY**

**As a condition of this License, Grantee shall indemnify, defend and hold harmless the City, its officers, agents, servants and employees from and against any and all costs, claims, liens, damages, losses, expenses (including but not limited to attorneys' fees and costs), fees, fines, penalties, proceedings, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal injury or death or property damage, arising out of, resulting from or related to the Grantee's activities under this License, including any act or omission by the Grantee, the Grantee's agents, employees or subcontractors, all, without, however, waiving governmental immunity available to the City, hereafter, the "damages". This indemnification shall apply even where such damages described above involve the negligence or allegations of negligence on the part of the City, its officers, agents or employees.**

The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any person or entity. Without modifying the conditions of preserving, asserting, or enforcing any legal liability against the City as required by the City Charter or any law, the City will promptly forward to the Grantee every demand, notice, summons, or other process received by the City in any claim or legal proceeding contemplated herein. Grantee shall investigate or cause the investigation of accidents or occurrences involving such damages, negotiate or cause to be negotiated the claim as the Grantee may deem expedient, and defend or cause to be defended on behalf of the City all suites for damages, even if groundless, false or fraudulent brought because of such damages. Grantee shall pay all judgments finally establishing liability of the City in actions defended by Grantee pursuant to this section, along with all attorneys' fees and costs incurred by the City, including interest accruing to the date of payment by Grantee and premiums on any appeal bonds.

The City, at its election, will have the right to participate in any such negotiations or legal proceedings to the extent of its interest. In addition, the Grantee shall promptly advise the City in writing of any claim or demand against the City or the Grantee known to the Grantee related to or arising out of the Grantee's activities under this License. **The City will not be responsible for any loss of or damage to the Grantee's property from any cause.**

## **SECTION 11. RIGHTS IN THE EVENT OF ABANDONMENT**

As an express condition of this License, and not as a mere covenant, in the event Grantee abandons the sixteen (16) angled parking spaces or a portion thereof or ceases to use the sixteen (16) angled parking spaces for the purposes enumerated herein for any period of six (6) months or longer, other than the time elapsing between the effective date of this license and the completion of construction of the sixteen (16) angled parking spaces, this License shall automatically terminate, free and clear of any right, title, or interest in Grantee without the necessity of any notice to Grantee or any re-entry by the City.

## **SECTION 12. CANCELLATION**

Grantee shall have the option to terminate this License at any time upon giving the City written notice thirty (30) days in advance of such termination. In addition, the City shall have the option to cancel and terminate this License for failure of Grantee to comply with any material provision or requirement contained in this agreement after thirty (30) days written notice to Grantee. However, if said breach or failure to comply cannot be reasonably cured within thirty (30) days, if Grantee shall proceed promptly to cure the same with due diligence, the time for curing such failure to

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comply shall be extended for such period of time as may be deemed reasonably necessary by the City to complete such curing unless such breach involves public safety.

The City shall have the option to terminate this License at any time upon giving the Grantee written notice thirty (30) days in advance of such termination, at no cost to the City and may take possession of the City right-of-way. All rights of the Grantee for the City right-of-way shall then be terminated. If the License is cancelled by the City, Grantee shall not be entitled to a refund of the paid annual consideration for the months remaining in the License year (the twelve month period beginning on the effective date of this License). If this License is cancelled due to Grantee's failure to cure any default under this License, abandonment or cancellation by Grantee, Grantee shall not be entitled to a refund of consideration paid to the City.

Upon termination of this License, prior to the expiration of the original term for any reason, Grantee shall no longer exclusively use Grantee's sixteen (16) angled parking spaces located in the License Area at no cost to the City. Grantee shall restore the License Area to the reasonable satisfaction of the City Engineer and in accordance with City specifications, at Grantee's own cost and expense. Any such restoration shall be subject to the reasonable approval of the City. If the Grantee fails to restore the License Area as required herein, the City may at its option restore the License Area and charge such costs to Grantee who shall be responsible for payment of such repair and restoration costs.

#### **SECTION 13. RECORDS**

The El Paso City Council and the El Paso City Manager or designee shall be kept fully informed by Grantee as to matters pertaining in any way to Grantee's exercise of Grantee's rights under this License, including the construction, replacement, reconstruction, maintenance, and repair of the sixteen (16) angled parking spaces within the License Area. Obtaining all applicable City permits shall be deemed sufficient to keep such parties informed. Grantee shall keep complete and accurate maps, construction drawings, and specifications describing the location of the structure(s) within the City right-of-way. The City shall have the right, at reasonable times to inspect such maps, construction drawings, and specifications.

#### **SECTION 14. NOTICE**

Any notice or communication required in the administration of this License shall be sent in writing by prepaid certified mail, return receipt requested, to the following addresses:

**CITY:** City of El Paso  
Attn: City Manager  
300 North Campbell Street  
El Paso, Texas 79901

with copy to: City of El Paso  
ATTN: Planning and Inspections Department  
811 Texas Avenue  
El Paso, Texas 79901

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with copy to: City of El Paso  
ATTN: Financial Services Department –  
Financial Accounting & Reporting  
300 North Campbell Street  
El Paso, Texas 79901

**GRANTEE:** Hestra, LLC  
2020 East Mills Avenue  
El Paso, Texas 79901  
ATTN: Isaac Rodriguez

or to such other addresses as Grantee may designate from time to time by written notice as required in this paragraph.

#### **SECTION 15. ASSIGNMENT**

The rights granted by this License inure to the benefit of the Grantee, and any parent, subsidiary, or successor entity now or hereafter existing. The rights shall not be assignable without the express advanced written consent of the El Paso City Manager. Any assignment of this License without such consent is void, and is a material breach of this License.

#### **SECTION 16. LEASING OR DEDICATION OF FACILITIES**

Grantee, without the advanced written consent of the El Paso City Manager or designee, shall not lease the License Area to any non-grantee person or entity.

#### **SECTION 17. ADMINISTRATION OF LICENSE**

The El Paso City Manager or designee is the principal City official responsible for the administration of this License. Grantee recognizes that questions regarding the interpretation or application of this License shall be referred to the El Paso City Manager or designee.

#### **SECTION 18. NO PROPERTY RIGHTS**

Nothing herein shall grant any real property interest to the Grantee nor give rise to any vested right in the Grantee, Grantee's assigns or successors in interest, none of whom shall have a cause of action for damages upon revocation or termination of this License in accordance with the terms herein.

#### **SECTION 19. LIENS AND ENCUMBRANCES**

**Grantee shall defend and indemnify the City against any liability and loss of any type arising from any lien or encumbrance on the License Area that arises or is alleged to have arisen from Grantee's use of the Licensed Area.**

#### **SECTION 20. RIGHT OF ENTRY AND INSPECTION**

The City's authorized representative shall have the right to enter upon the licensed area at all reasonable times for the purpose of inspecting the same and determining compliance with the terms of this License.

#### **SECTION 21. LAWS AND ORDINANCES**

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Grantee shall comply with all statutes, laws, codes and ordinances applicable to Grantee's construction, repair, renovation, alteration or use of the License Area.

**SECTION 22. ENTIRE AGREEMENT**

This document contains all of the agreements between the parties and may not be modified, except by an agreement in writing signed by both parties.

**SECTION 23. SEVERABILITY**

Every provision of this license is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality shall not affect the validity of the remainder of this license.

**SECTION 24. LAWS GOVERNING/VENUE**

The laws of the State of Texas shall govern the validity, performances, and enforcement of this license and if legal action is necessary to enforce it, exclusive venue shall be in El Paso County, Texas.

**SECTION 25. RESTRICTIONS AND RESERVATIONS**

This License is subject to all rights-of-way, easements, dedications, restrictions, reservations and other encumbrances of record and running with the land. If, at any time during the initial term of this license, or any extension thereof, any such rights-of-way, easements, dedications, restrictions, reservations and other encumbrances of record and running with the land, preclude, interrupt or interfere with Grantee's use of the License Area, Grantee shall have the right to terminate this License upon giving the City prior written notice of its intent to do so.

**SECTION 26. EFFECTIVE DATE**

The effective date of this License shall be the date last entered below. This License shall not take effect unless Grantee files Grantee's written acceptance with the City prior to the enactment of this License by the El Paso City Council.

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2016.

***(SIGNATURES TO FOLLOW ON NEXT PAGE)***

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**WITNESS THE FOLLOWING SIGNATURES AND SEALS**

**THE CITY OF EL PASO**

\_\_\_\_\_  
Oscar Leeson  
Mayor

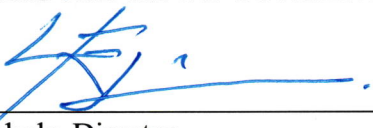
**ATTEST:**

\_\_\_\_\_  
Richard Duffy Momen  
City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Omar A. De La Rosa  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Larry F. Nichols, Director  
Planning and Inspections Department

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**ACCEPTANCE**

The above instrument, with all conditions thereof, is hereby accepted this 1st. day of August, 2016.

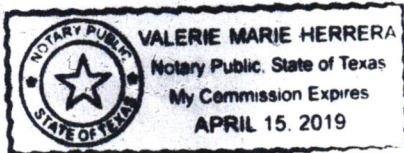
**GRANTEE:**  
**HESTRA, LLC**

By: [Signature]  
Mr. Hector Porras, Managing Member

**ACKNOWLEDGMENT**

**THE STATE OF TEXAS    )**  
**)**  
**COUNTY OF EL PASO    )**

This instrument is acknowledged before me on this 1st day of August, 2016, by Hector Porras, as Managing Member for Hestra, LLC.



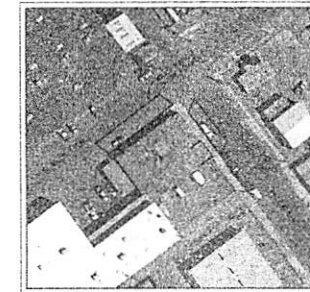
[Signature]  
Notary Public, State of Texas

Valerie Marie Herrera  
Notary's Printed or Typed Name

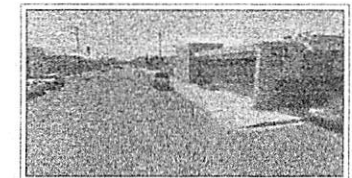
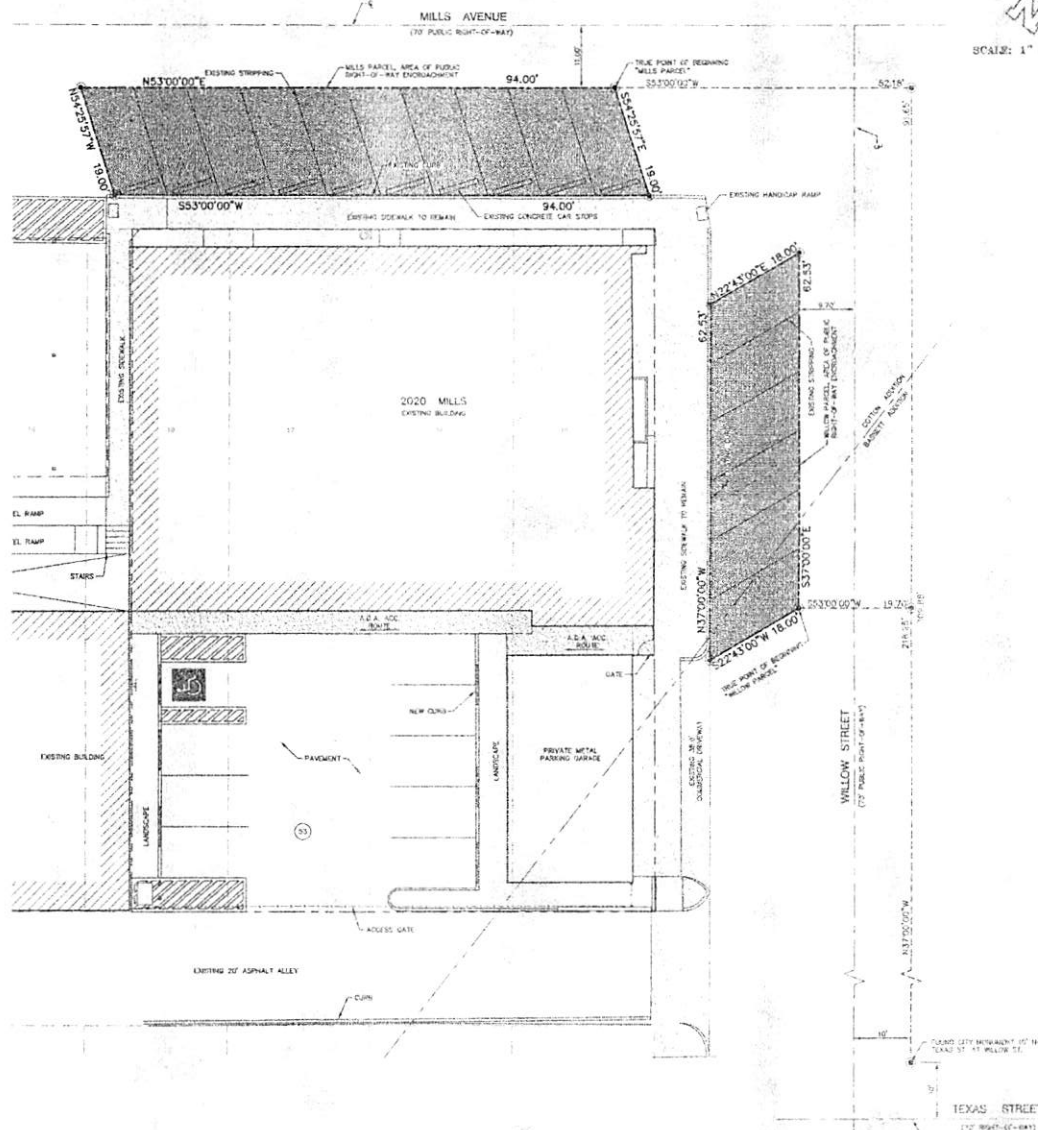
4/15/2019  
My Commission Expires

SCALE: 1" = 10'

NOT TO SCALE



PLAN VIEW

INTERSECTION AT E. MILLS AND WILLOW  
LOOKING WEST ALONG E. MILLS STREETINTERSECTION AT E. MILLS AND WILLOW  
LOOKING SOUTH ALONG WILLOW STREET

## WILLOW PARCEL, METES AND BOUNDS

BEING COTTON ADDITION, AN ADDITION TO THE CITY OF EL PASO, EL PASO COUNTY, TEXAS, AND BASSETT ADDITION, AN ADDITION TO THE CITY OF EL PASO, EL PASO COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS TO WIT:

DESCRIPTION OF A 0.164 AC. PT. PARCEL OF LAND BEING IN THE PUBLIC RIGHT-OF-WAY WITHIN WILLOW STREET, DESCRIBED BY METES AND BOUNDS AS FOLLOWS TO WIT:  
STARTING AT A EXISTING CITY MONUMENT LOCATED 10' NORTH AND 10' EAST FROM THE CENTER LINE INTERSECTION AT TEXAS STREET AND WILLOW STREET, THENCE NORTH 27°00'00" WEST A DISTANCE OF 219.25 FEET, THENCE SOUTH 53°00'00" WEST A DISTANCE OF 19.7 FEET TO A POINT, SAID POINT ALSO BEING THE "TRUE POINT OF BEGINNING";  
THENCE SOUTH 22°45'00" WEST A DISTANCE OF 18.00 FEET TO A POINT;  
THENCE NORTH 27°00'00" WEST ALONG SAID WESTERLY CURB LINE A DISTANCE OF 62.53 FEET TO POINT;  
THENCE NORTH 27°45'00" EAST A DISTANCE OF 18.00 FEET TO A POINT;  
THENCE SOUTH 27°00'00" EAST A DISTANCE OF 62.53 FEET TO THE "TRUE POINT OF BEGINNING" AND CONTAINING IN ALL 0.164 ACRES OF LAND MORE OR LESS.

## MILLS PARCEL, METES AND BOUNDS

BEING COTTON ADDITION, AN ADDITION TO THE CITY OF EL PASO, EL PASO COUNTY, TEXAS, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

DESCRIPTION OF A 1.787 AC. PT. PARCEL OF LAND BEING IN THE PUBLIC RIGHT-OF-WAY WITHIN MILLS AVENUE, DESCRIBED BY METES AND BOUNDS AS FOLLOWS TO WIT:  
STARTING AT A EXISTING CITY MONUMENT LOCATED 10' NORTH AND 10' EAST FROM THE CENTER LINE INTERSECTION AT TEXAS STREET AND WILLOW STREET, THENCE NORTH 27°00'00" WEST A DISTANCE OF 309.8 FEET, THENCE SOUTH 53°00'00" WEST A DISTANCE OF 52.16 FEET TO A POINT, SAID POINT ALSO BEING THE "TRUE POINT OF BEGINNING";  
THENCE SOUTH 54°25'00" EAST A DISTANCE OF 19.00 FEET TO A POINT;  
THENCE SOUTH 53°00'00" WEST ALONG SAID SOUTHERLY CURB LINE A DISTANCE OF 84.00 FEET TO POINT;  
THENCE NORTH 54°25'00" WEST A DISTANCE OF 19.00 FEET TO A POINT;  
THENCE NORTH 53°00'00" EAST A DISTANCE OF 84.00 FEET TO THE "TRUE POINT OF BEGINNING" AND CONTAINING IN ALL 1.787 ACRES OF LAND MORE OR LESS.

## FLOOD NOTE:

NOTE: The above referenced property is within Zone "X" (Unshaded Area of Potential Flooding) according to the Federal Emergency Management Agency Flood Insurance Rate Map, in the Area Community Flood No. 4802140035, dated October 15, 1985.

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DATE	REVISIONS	BY	PRIMARY BENCHMARK	SCALE	CERTIFICATION
			EXISTING CITY MONUMENT AT INTERSECTION OF TEXAS ST. AND 10' EAST ON WILLOW ST. (ELEVATION: 3684.72 (GTA DATUM))	HOR: 1/2"=10' VERT: 1/4"=10'	I, Charles E. Hester, certify that the foregoing Boundary Survey was made on the ground under my supervision on June 8, 2016, and that I am a duly Licensed Professional Engineer in the State of Texas.
			SECONDARY BENCHMARK	DATE: 6/8/2016	DESIGN BY: J.E.H.
				CHECKED BY: J.E.H.	DATE: 6/8/2016
				APPROVED BY: J.E.H.	DATE: 6/8/2016

2020 MILLS AVENUE  
ENCROACHMENT SITE PLAN

BEING COTTON ADDITION AND BASSETT ADDITION, AN ADDITION TO THE CITY OF EL PASO, EL PASO COUNTY, TEXAS.

CONTAINING IN ALL 2.981 ACRES OF LAND, MORE OR LESS, OR 0.164 ACRES OF LAND, MORE OR LESS, PREPARED FOR: NEEMA, L.P.

**ROE**  
ENGINEERING, L.P.  
P.O. BOX 11-2107 MILLS AVE. 1000750  
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SHEET NO.

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NESV2016-00016

