

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

DEPARTMENT: Engineering

AGENDA DATE: November 10, 2009

CONTACT PERSON/PHONE: R. Alan Shubert, City Engineer

DISTRICT AFFECTED: 8

SUBJECT:

Item is to request approval of a resolution authorizing the City Manager to execute, on behalf of the City of El Paso, the purchase of a 14,211 s.f. privately-owned parcel of land (a commercial parking lot) to be used as right of way for the *Paso Del Norte International Bridge Improvement Project*. The City of El Paso, working in conjunction with the General Services Administration and the Texas Department of Transportation, will be constructing a new toll collection facility to support the Paso Del Norte International Bridge. Project scope includes a new toll collection facility, a pedestrian plaza, rest areas, public restrooms, employee parking and public art.

BACKGROUND / DISCUSSION:

The subject property at 1000-1002 South Santa Fe Street is located on the east side of South Santa Fe with Lions Placita to the north and the Paso Del Norte Bridge to the east. The proposed purchase price of \$800,000 is the product of negotiations using market values obtained by both buyer and seller: City of El Paso's appraisal, \$655,000, *K. Tracy Martin, appraiser*; Owner's appraisal, \$885,000, *Martha Gayle-Reid, appraiser*. This proposed acquisition would complete project right-of-way requirements to allow the project to move forward. The Engineering Department will assist the tenants that desire help in relocating their business operations.

PRIOR COUNCIL ACTION:

Council has previously considered and approved four acquisitions as part of the right-of-way requirements.

AMOUNT AND SOURCE OF FUNDING:

This expenditure is funded through a State Infrastructure Bank loan. No budgetary adjustments are necessary.

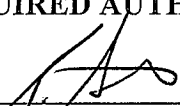
<u>Project</u>	<u>Fund</u>	<u>Department</u>	<u>Account</u>
PBR06003	43005	32000080	508000

BOARD / COMMISSION ACTION:

(N/A)

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

DEPARTMENT HEAD:


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

Information copy to appropriate City Manager

RESOLUTION

WHEREAS, the owner of the following described property, is willing to sell its property and such property is needed for the purpose of completing the Paso Del Norte Bridge Project; and,

WHEREAS, the City is using a funding source for the acquisition of the identified parcels which require the City to follow the Uniform Relocation Assistance and Property Acquisition Policies Act (URA), and the URA is used as a guideline for providing assistance for displaced tenants,

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

THAT the City Manager be authorized to execute a Contract of Sale by and between the **CITY OF EL PASO** and **LORENA CASTRO a/k/a LORRAINE ESTRADA CASTRO a/k/a LORRAINE CASTRO**, as Independent Executrix of the Estate of Raul Campos, Deceased, and **REBECCA R. CAMPOS** for the purchase of the following parcels for the Paso Del Norte Bridge Project for Eight Hundred Thousand and No/100 Dollars (\$800,000.00):

Parcel 1: The Westerly portion of Lot 11, Block 44, Campbell Addition, an addition to the City of El Paso, El Paso County, Texas, being more particularly described by metes and bounds in Exhibit "A"; and

Parcel 2: The Westerly portion of the South 1.00 feet of Lot 11, the Westerly portion of Lots 12 through 17, and the Westerly portion of the North 16 feet of Lot 18, Block 44, Campbell Addition, an addition to the City of El Paso, El Paso County, Texas, being more particularly described by metes and bounds in Exhibit "B"

THAT the City Manager of the City of El Paso or her designee is hereby authorized to execute any related documents necessary to accomplish the purchase of the property identified and to effectuate the tenant relocation process using URA guidelines and enter into any relocation agreements and pay for relocation in the event relocation is required.

ADOPTED THIS ____ DAY OF _____, 2009.

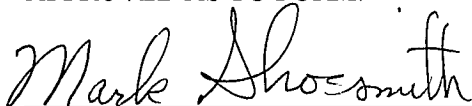
City of El Paso

John F. Cook, Mayor

ATTEST:

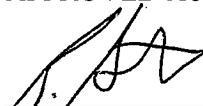
Richarda Momsen
City Clerk

APPROVED AS TO FORM:



Mark Shoesmith
Assistant City Attorney

APPROVED AS TO CONTENT:



R. Alan Shubert, P.E., City Engineer

STATE OF TEXAS

§
§
§

CONTRACT OF SALE

COUNTY OF EL PASO

This Agreement is entered into as of the ____ day of _____, 2009 by and between the CITY OF EL PASO, hereinafter referred to as the City, and LORENZA CASTRO a/k/a LORRAINE ESTRADA CASTRO a/k/a LORRAINE CASTRO, as Independent Executrix of the Estate of Raul Campos, Deceased, and REBECCA R. CAMPOS, individually, hereinafter collectively referred to as the Seller.

NOW, THEREFORE, for and in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Description of Property. For consideration, Seller hereby agrees to sell and convey and the City hereby agrees to acquire free and clear of any liens or encumbrances, the following real property located in El Paso County, Texas:

Parcel 1: The Westerly portion of Lot 11 in Block 44, CAMPBELL ADDITION, an 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;

Parcel 2: The Westerly portion of the South 1.00 feet of Lot 11, the Westerly portion of Lots 12 through 17, and the Westerly portion of the North 16 feet of Lot 18, Block 44, CAMPBELL ADDITION, an Addition to the City of El Paso, El Paso County, Texas, more particularly described by metes and bounds in Exhibit "B", attached hereto and made a part hereof;

together with any interest of the Seller in (i) all improvements, if any, and (ii) all right, title and interest of the Seller in and to any easements, appurtenances, and rights-of-way, and all interests in, on or to, any land, highway, street or alley, in, on, across, in front of, abutting, or adjoining any such real property, all of such property, hereinafter collectively referred to as the Property.

2. Amount of Payment of Purchase Price. The purchase price for the Property shall be a total of EIGHT HUNDRED THOUSAND and 00/100 DOLLARS (\$800,000.00). The consideration recited herein represents a release of all claims, a settlement and compromise by all parties as to the value of the property herein conveyed in order to avoid litigation and the added expense of litigation.

2.1 Payment of Purchase Price. The full amount of the purchase price will be payable in cash at the closing.

3. Conditions to City's Obligations. The obligations of the City hereunder to consummate the transaction contemplated herein are subject to the satisfaction of each of the following conditions, any of which may be waived, in whole or in part, in writing by the City, at

or prior to Closing.

3.1 Copies of all Leases. Within ten (10) working days after the execution of this Contract by Seller, Seller will tender to the City a copy of any leases on the Property related to any person or company that is currently occupying, or has the right to occupy, all or part of the Property (the Tenants) that are in Seller's possession or of which Seller has actual knowledge of and can obtain possession. This obligation includes the leases with: (i) Clear Channel Outdoor for the billboards on the Property for a total rental of \$700 a month; (ii) Ruben Vargas and/or Border Parking for parking spaces for rental of \$4,000 a month; (iii) Pedro Moorehead for four taxis for \$400 per month; (iv) Alfonso Rendon related to a tourist cab for rental of \$40 a month; and (v) Duty Free Americas related to the guard shack for rental of \$550 per month. By the execution of this Contract by Seller, Seller gives the City the authorization to contact each of the Tenants to: (i) give them notice of the City's planned acquisition, and (ii) begin negotiating to reach a new lease agreement with them concerning their timing to vacate the Property if the Tenants do not vacate until after the Closing. If the City is unable within fifteen business days from the date this Contract of Sale is signed by the City to negotiate a satisfactory agreement with each of the Tenants, the City shall not be required to close; thereafter, the City waives any right to terminate this Contract of Sale as a result of its inability to negotiate a satisfactory agreement with each of the Tenants. Seller shall be entitled to all rentals up to and including the date of Closing. WRC

3.2 Title Insurance. Within ten (10) working days after the date of execution of this contract, the City at its expense will order a title commitment (Commitment), accompanied by copies of all recorded documents affecting the property for the issuance of an Owner's Policy of Title Insurance with respect to the Property, in an amount to be decided by the City (Owner's Policy).

3.3 Title Objections. The City will give the Seller written notice that the condition of the title set forth in the Commitment is or is not satisfactory on or before the expiration of the later of ten (10) working days after (i) the City receives the Commitment or (ii) action by City Council approving this Contract. In the event the City states that the condition is not satisfactory, the City will specifically set forth in such notice the defect or exception to title that is deemed objectionable. The Seller must either (i) promptly eliminate or modify all unacceptable matters to the reasonable satisfaction of the City; or (ii) notify the City in writing of any of the objections raised by the City that Seller cannot or will not cure. If Seller notifies the City in writing that Seller cannot cure or will not cure the objection, the City shall have 5 days from receipt of the written notice within which to terminate this contract or the City will be deemed to have waived all objections to title except for outstanding liens against the Property which cannot be waived by Seller and which must be removed as a condition to Closing.

4. Representations and Warranties of Seller. Any representations or warranties made by Lorraine Castro as the Independent Executrix of the Estate of Raul Campos are made solely in her fiduciary capacity as Independent Executrix, and her liability with regard to the representations or warranties is limited to her acting in this fiduciary capacity and to the assets of the Estate held by her at the time any liability may be conclusively established. In no event will Lorraine Castro have any personal liability whatsoever arising out of this Contract. The City understands and agrees that any claims, injuries, liabilities, losses, damages, or expenses,

including attorneys' fees and court costs related to the Estate of Raul Campos must be settled as between Seller and the City prior to Closing, and any payment that may be due from the Estate must be paid, as the assets of the Estate will be distributed by the Executrix shortly after the Closing. Subject to the previous sentences in this Section 4 as to Lorraine Castro, and based on the actual knowledge of Lorraine Castro and of Rebecca R. Campos, they hereby represent, covenant, and warrant to the City, as follows:

4.1 Parties in Possession. Except for the Tenants, there are no parties in possession of any portion of the Property as lessees, tenants at sufferance, or otherwise. City shall have no obligation to close if the Tenants or any other third party asserts a right of possession as of the day of Closing, or that has not removed all of its personal property and signage from the Property as of the day of Closing. No personal property of Seller shall be left on the Property as of the Closing, and Seller will assist the City in requesting any Tenants with personal property on the Property to remove their personal property.

4.2 Legal and Authorized Transactions. No person or persons own an interest in the fee title in the Property other than the Seller and the joinder of no other third party shall be required to consummate this transaction unless requested by the Title Company.

4.3 Mechanic's Lien. (i) No action has been taken, suffered or permitted by or on behalf of the Seller, the effect of which would be to establish or cause the inception or priority of any mechanic's or materialmen's lien, statutory, constitutional or otherwise, or other lien, charge or encumbrance upon the Property or any part thereof or interest therein; or (ii) no liens or lien claims, choate or inchoate, arising from the Seller's actions or otherwise, exist or can exist for the benefit of mechanics or materialmen in regard to the Property. Except as expressly disclosed in the documents relating to this transaction, the Seller has not entered into any contracts or agreements relating to the use of ownership of the Property or by which any person or entity agreed to provide labor, services or materials in regard to the Property or the business of the Seller.

4.4 Litigation. There is no pending or contemplated litigation before or by any court of law pertaining to the Property or which involve incidents occurring on the Property including, but not limited to, claims of damage to persons or property.

4.5 Bills Paid. At closing, there will be no unpaid bills or claims in connection with any repair or operation of the Property.

4.6 Compliance With Law. Seller shall have no actual knowledge that the Property violates any laws or has any environmental issues.

4.7 Taxes. No state or municipal taxes are due with respect to the Property and no liens for such taxes are in effect against the Property, except as set forth on the Title Commitment. The Seller agrees to pay the prorated taxes due on the Property for the year 2009, through the date of Closing.

4.8 Pre-Closing Claims.

h

(a) The Seller agrees that the City's acceptance of title to the Property under the conveyance documents should not create any liability on the City's part to third parties that have claims of any kind against the Seller in connection with the Property. The City hereby expressly disclaims any and all liability to third parties that have any claims against the Seller. The City will not assume or agree to discharge any liabilities pertaining to the Property that occurred or accrued prior to the date of Closing. The Seller agrees to indemnify and hold the City harmless from and against any claims, injuries, liabilities, losses, damages, or expenses, including attorneys' fees and court costs, pertaining to claims arising out of the Property that accrued prior to and arising from events that occurred prior to the date of Closing, and of which Seller has actual knowledge as of the date of Closing. This indemnity includes any costs, damages, attorney's fees and expenses incurred by the City in order to evict any Tenant from the Property after the Closing or obtain free and complete possession of the Property. Seller agrees to cooperate with the City in any such eviction.


(b) The Seller agrees to indemnify and hold the City harmless from and against any and all claims, injuries, liabilities, losses, damages, or expenses, including attorneys fees and court costs, pertaining to claims arising out of the Property that accrued prior to and arising from events that occurred prior to the date of Closing, and of which Seller has actual knowledge as of the date of Closing, and arising from any of the following: (i) testing or inspection obligations required by federal or state environmental agencies, including without limitation any required after the date of Closing; (ii) pending environmental investigations or cases by the Texas Commission on Environmental Quality known to the Seller; or (iii) the acts or omissions of the Seller on the Property. The Seller and the City each agree to promptly inform other party of any correspondence, directive, inquiry, demand, request, or similar communication from any federal or state environmental agency relating to the Property, to reasonably cooperate with the other party on the response to and handling of such communication and any related proceeding, and allow the reasonable participation of the other party in connection with the same.

4.9 Authority. Seller has full right, power and authority to convey the property to the City and to consummate this transaction as provided in this Contract without the joinder of any other person or entity unless requested by the Title Company. Seller will cooperate with the Title Company and the City in regard to the conveyance out of the Estate of Raul Campos.

4.10 Title. The Seller has good and indefeasible title to a fee simple estate in the Property, subject to no liens, charges, encumbrances or exceptions other than those shown on the Title Commitment or under the Last Will and Testament of Raul Campos (in any) or as may be ordered by the Court with jurisdiction.

4.11 Condition of Property Prior to Closing. Prior to Closing, the Seller shall not create or permit to be created any easement or other condition affecting the Property without the prior written consent of the City.

4.12 Misrepresentation. Subject in all events to the provisions and limitations



set forth in this Section 4 above, the Seller shall indemnify and hold the City harmless from and against any losses, damages, costs or expenses (including attorneys' fees) incurred by the City as a direct or indirect result of (i) breach of any representation or warranty of the Seller contained in this document, or (ii) any breach or default by the Seller under any of the covenants or agreements contained in this document to be performed by the Seller, all of which shall survive for thirty days after the Closing hereof; thereafter, such covenants, representations and agreements are deemed to have expired and of no further force and effect.

5. Closing. The closing of this transaction (Closing) shall take place at the offices of Lawyer's Title Company of El Paso, Inc., 301 E. Yandell Dr., El Paso, Texas 79902, or another El Paso Title Company of City's choosing (the Title Company) on or before November 30, 2009. *WRC*

5.1 Real Property Taxes. The Seller agrees to pay the taxes due on the Property for the year 2009, prorated through the day of closing.

5.2 Closing Costs.

(a) All recording fees arising from the recordation of documents necessary to show good title to the Property shall be paid by the City.

(b) Premiums and other charges for the issuance of the Owner's Policy of Title Insurance for the Property shall be paid by the City.

(c) Escrow fees, if any, shall be paid by the City.

Notwithstanding any provisions in this Subsection 5.2, or in any other provisions in this Contract to the contrary, the parties intend for the Purchase Price to be a so-called "net price" to Seller, subject only to Seller paying its own attorneys fees and its prorata share of the 2009 real estate taxes through the date of Closing, and charges, if any, against the Property that Seller incurs prior to the Closing.

5.3 Seller's Obligations. At Closing, the Seller shall deliver to the City a duly executed and acknowledged Special Warranty Deed to the Property, free and clear of any and all liens, encumbrances, conditions, easements, assessments, and restrictions, except for (i) ad valorem taxes for the year of Closing which shall be prorated to the date of Closing, (ii) the standard printed exceptions contained in the usual form of a Commercial Owner's Policy that are acceptable to the City, and (iii) any other exceptions set forth in the Title Policy which the City has approved pursuant to Paragraph 3.3 above.

5.4 Other Obligations. Each party shall do all other acts, or deliver any other instruments or documents required or helpful to be done or delivered, in order to consummate this transaction.

6. Default.

6.1 Breach by Seller. In the event that the Seller shall fail to fully and timely perform any of its obligations under this Agreement, or shall fail to consummate the sale of the Property for any reason, except the City's default, or the termination of this Agreement in accordance with its terms, the City may enforce specific performance of this Agreement as its sole remedy, and must pursue such suit within ninety days of Closing. Seller shall not be required in connection with any specific performance action by Buyer to: (i) up grade or change the condition of the Property; (ii) expend any money, post a bond, issue an indemnity or commence litigation to remove any title encumbrance or defect or to correct any matters shown on the Survey, except that Seller shall be required to pay off any loan secured by a deed of trust encumbering the Property; (iii) obtain governmental approvals; (iv) resolve title issues; or (iv) remove Tenants from the Property.

6.2 Breach by City. In the event that City shall fail to fully and timely perform any of its obligations under this Agreement, or shall fail to consummate the sale of the Property for any reason, except the Seller's default, or the termination of this Agreement in accordance with its terms, due to the difficulty of assessing the Seller's actual damages as a result of such breach by City, the Seller shall have a right to receive the \$100.00 as independent consideration as well as the reasonable and necessary out-of-pocket expenses of the Seller directly relating to this Agreement, such sum being agreed upon as liquidated damages for the failure of the City to perform the duties, liabilities and obligations imposed upon it by the terms and provisions of this Agreement, and the Seller agrees to accept and take such cash payment as its total, reasonable damages and relief and as the Seller's sole, exclusive remedy hereunder in such event.

7. Miscellaneous.

7.1 Notice. Any notice, demand, direction, request, or other instrument authorized or required by this Agreement to be given to or filed with either party, shall be deemed to have been sufficiently given or filed for all purposes, if and when personally delivered or sent by certified mail, postage prepaid, return receipt requested, to the address specified below or at such other address as may be designated in writing by the parties:

Seller:	Rebecca R. Campos 6104 Delta Dr. El Paso, Texas 79905	Copy: Harrel Davis 4695 N. Mesa St. El Paso, TX 79912
City:	City Manager City of El Paso 2 Civic Center Plaza El Paso, Texas 79901-1196	Copy: Risher Gilbert 201 E. Main St. Suite 1501 El Paso, TX 79902

8. Entire Agreement/Governing Law. This Agreement constitutes the entire agreement between the parties, and supersedes all prior agreements and understandings, written or oral, regarding the subject matter of this Agreement, and may be amended or supplemented only by an instrument in writing, executed by the party against whom enforcement is sought. This Agreement shall be governed in all respects, including validity, interpretation and effect, by

and shall be enforceable in accordance with the laws of the State of Texas.

8.1 Time. Time is of the essence of this Agreement and each and every provision hereof.

8.2 Severability. If any provision of this Agreement shall be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining portion shall not in any way be affected or impaired.

8.3 Binding Effect. This Agreement shall be binding upon the parties hereto and their respective successors and assigns.

8.4 Compliance. In accordance with the requirements of Section 2B of the Texas Real Estate License Act, the City or its representatives is hereby advised that it should be furnished with or obtain a policy of title insurance or have an abstract covering the Property examined by an attorney of its own selection.

8.6 As Is Nature of Contract. Buyer agrees that as of the Closing date:

- (a) the sale of the Property is made on an "AS IS" basis.
- (b) Except as stated in Section 4 above, Seller disclaims any representations and warranties (other than the special warranty of title), with respect to: (i) the condition of the Property; (ii) whether the Property is in the compliance of the Property with any laws, ordinances or regulations of any applicable governmental authority; (iii) the state of repair, and lack of repair, of the Property; and (iv) compliance with any environmental or land use laws or regulations.
- (c) The provisions of this Section 8.6 will survive the Closing.

The above instrument, together with all conditions thereto is hereby executed by the Seller to be effective as of the ____ day of _____, 2009.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

SELLER:

REBECCA R. CAMPOS

Rebecca R Campos

SELLER:

LORENZA CASTRO a/k/a LORRAINE ESTRADA
CASTRO a/k/a LORRAINE CASTRO, as the Independent
Executrix of the Estate of Raul Campos.

Lorenza Castro

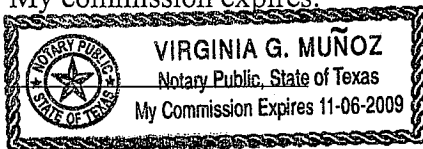
ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on the 23rd day of October, 2009,
by REBECCA R. CAMPOS, individually, and by LORENZA CASTRO a/k/a LORRAINE
ESTRADA CASTRO a/k/a LORRAINE CASTRO, as Independent Executrix of the Estate of
Raul Campos.

Virginia G. Muñoz
Notary Public, State of Texas

My commission expires:



EXECUTED by the City of El Paso to be effective as of the ____ day of _____,
2009.

City of El Paso

By: _____
Joyce Wilson
City Manager

APPROVED AS TO FORM:

Mark Shoosmith
Mark Shoosmith
Assistant City Attorney

APPROVED AS TO CONTENT:

Patricia D. Adaute
Patricia D. Adaute
Deputy City Manager
Development & Infrastructure Services

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on the ____ day of _____,
2009, by Joyce Wilson, City Manager of the City of El Paso.

My commission expires:

Notary Public, State of Texas

TSC Surveying Company is now doing business as



3300 South Gessner Road, Suite 170 TEL 713 784 4408
Houston, Texas 77063-5100 FAX 713 784 8900

5050 Gateway Boulevard West, Suite 222 TEL 915 772 8500
El Paso, Texas 79925-3331 FAX 915 772 8821

PROPERTY DESCRIPTION

Being a portion of Lot 11, Block 44, Campbell's Addition, as filed in Book 2, Page 68, El Paso County Plat Records, City of El Paso, El Paso County, Texas, and more particularly described as follows:

COMMENCING for reference at a city monument found on the monument line 10.00 feet north and 10.00 feet east of the centerline intersection of El Paso Street (82.00 feet wide) and Sixth Street (70.00 feet wide) **from which** a city monument found on the monument line 10.00 feet north and 10.00 feet east of the centerline intersection of El Paso Street and Third Street (70.00 feet wide), bears North 11°45'32" West, 990.00 feet; **THENCE**, along said monument line of El Paso Street, South 11°45'32" East, 655.00 feet to the projected monument line 15.00 feet north of Eighth Street (70.00 feet wide) to a point; **THENCE**, along said monument line, South 78°14'28" West, 325.00 feet to a point on the east right-of-way line of Santa Fe Street (70.00 feet wide); **THENCE**, along said right-of-way line, South 11°45'32" East, 50.00 feet to a 1/2" rebar with cap stamped "TSC SURVEYING" set at the northwest corner of said Lot 11 for the northwest corner of this parcel and the **POINT OF BEGINNING**; (Northing: 10652978.81; Easting: 384571.50);

THENCE, leaving said right-of-way line, North 78°14'28" East, 94.00 feet to a 1/2" rebar with cap stamped "TSC SURVEYING" set on the common boundary line of subject parcel and a portion of Lot 11, Block 44, Campbell's Addition, as conveyed to The United States Government, filed in Book 113, Page 1645, El Paso County, Deed Records on March 9, 1966 for the northeast corner of this parcel;

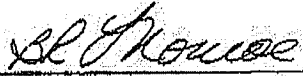
THENCE, along said common boundary line, South 01°18'10" West, 25.66 feet to a 1/2" rebar with cap stamped "TSC SURVEYING" set for the southeast corner of this parcel;

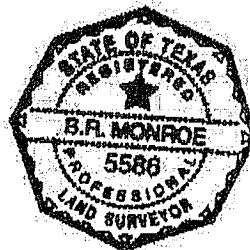
THENCE, leaving said common boundary line, South 78°14'28" West, 88.20 feet to a 1/2" rebar with cap stamped "TSC SURVEYING" set on the east right-of-way line of Santa Fe Street (70.00 feet wide) for the southwest corner of this parcel;

THENCE, along said east right-of-way line, North 11°45'32" West, 25.00 feet to the **POINT OF BEGINNING** containing 2,278 square feet or 0.0523 acres.

A Plat of even date accompanies this description.

Bearings contained hereon are based on grid north of the Texas State Plane Coordinate System in the Texas Central Zone No. 4203. All distances are surface.


B. R. Monroe, R.P.L.S. TX. No. 5586
Date: January 30, 2008
Job No. 694-003

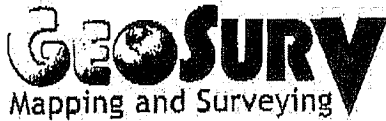


Land Surveying and Mapping Specialists

GEO SURV Mapping and Surveying

EXHIBIT "A"

TSC Surveying Company is now doing business as



3300 South Gessner Road, Suite 170 TEL 713 784 4468
Houston, Texas 77063-5100 FAX 713 784 6900

5959 Gateway Boulevard West, Suite 222 TEL 915 772 6500
El Paso, Texas 79925-3331 FAX 915 772 6621

PROPERTY DESCRIPTION

Being a portion of Lots 11 through 18, Block 44, Campbell's Addition, as filed in Book 2, Page 68, El Paso County Plat Records, City of El Paso, El Paso County, Texas, and more particularly described as follows:

COMMENCING for reference at a city monument found on the monument line 10.00 feet north and 10.00 feet east of the centerline intersection of El Paso Street (82.00 feet wide) and Sixth Street (70.00 feet wide) *from which* a city monument found on the monument line 10.00 feet north and 10.00 feet east of the centerline intersection of El Paso Street and Third Street (70.00 feet wide), bears North 11°45'32" West, 990.00 feet; **THENCE**, along said monument line of El Paso Street, South 11°45'32" East, 655.00 feet to the projected monument line 15.00 feet north of Eighth Street (70.00 feet wide) to a point; **THENCE**, along said monument line, South 78°14'28" West, 325.00 feet to a point on the east right-of-way line of Santa Fe Street (70.00 feet wide); **THENCE**, along said right-of-way line, South 11°45'32" East, 75.00 feet to a 3/4" rebar with cap stamped "TSC SURVEYING" set for the northwest corner of this parcel and the **POINT OF BEGINNING**; (Northing: 10652954.34; Easting: 384576.60);

THENCE, leaving said right-of-way line, North 78°14'28" East, 89.63 feet to a 3/4" rebar with cap stamped "TSC SURVEYING" set on the common boundary line of subject parcel and a portion of Lot 11, Block 44, Campbell's Addition, as conveyed to The United States Government, filed in Book 113, Page 1645, El Paso County, Deed Records on March 9, 1966 for the northeast corner of this parcel;


THENCE, along said common boundary line, South 01°40'16" West, 177.86 feet to a 3/4" rebar with cap stamped "TSC SURVEYING" set for the southeast corner of this parcel;

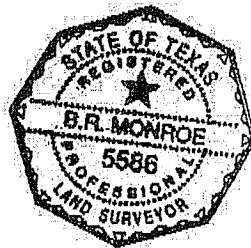
THENCE, continuing along said common boundary line, South 78°14'28" West, 48.32 feet to a 3/4" rebar with cap stamped "TSC SURVEYING" set on said east right-of-way line of Santa Fe Street for the southwest corner of this parcel;

THENCE, along said east right-of-way line, North 11°45'32" West, 173.00 feet to the **POINT OF BEGINNING** containing 11,933 square feet or 0.2739 acres.

A Plat of even date accompanies this description.

Bearings contained hereon are based on grid north of the Texas State Plane Coordinate System in the Texas Central Zone No. 4203. All coordinates, bearings and distances are surface.


B. R. Monroe, R.P.L.S. TX. No. 5586
Date: January 30, 2008
Job No. 694-003



Land Surveying and Mapping Specialists

GeoSurv Mapping and Surveying

EXHIBIT "B"