

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

DEPARTMENT: Planning and Inspections, Planning Division

AGENDA DATE: Introduction: November 12, 2019
Public Hearing: November 26, 2019

CONTACT PERSON/PHONE: Philip F. Etiwe, (915) 212-1533, etiwepf@elpasotexas.gov
Armida R Martinez, (915) 212-1605, martinezar@elpasotexas.gov

DISTRICT(S) AFFECTED: District 4

SUBJECT:

An ordinance granting a special privilege license to Crosspointe Joint Venture for the continued use and maintenance of a sign which serves as advertisement for the shopping center within a portion of city right-of-way along Hondo Pass adjacent to the property located at 4717 Hondo Pass, El Paso, Texas; setting the license term for a term of Twenty years (20) with one (1) renewable Twenty (20) year term. Subject Property: 4717 Hondo Pass Property Owner: Crosspointe Joint Venture NESV2019-00011 District 4

BACKGROUND / DISCUSSION:

NESV2019-00011, Crosspoint Joint Venture request the continued use of a thirteen (13') feet by twenty and three feet (20.3') sign for a total of 263.9 square feet of encroachment onto public right-of- way.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

BOARD / COMMISSION ACTION:

This item was distributed to the Development Coordinating Committee (DCC) on August 27, 2019. This final License Agreement has been drafted in accordance to staff comments. No subsequent adverse comments were received.

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

LEGAL: (if required) N/A

FINANCE: (if required) N/A

DEPARTMENT HEAD: Philip F. Etiwe, Director
Planning and Inspections Department



APPROVED FOR AGENDA:

CITY MANAGER: _____ **DATE:** _____

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL PRIVILEGE LICENSE TO CROSSPOINTE JOINT VENTURE FOR THE CONTINUED USE AND MAINTENANCE OF A SIGN WHICH SERVES AS ADVERTISEMENT FOR THE SHOPPING CENTER WITHIN A PORTION OF CITY RIGHT-OF-WAY ALONG HONDO PASS ADJACENT TO THE PROPERTY LOCATED AT 4717 HONDO PASS, EL PASO, TEXAS; SETTING THE LICENSE TERM FOR A TERM OF TWENTY YEARS (20) WITH ONE (1) RENEWABLE TWENTY (20) YEAR TERM.

NOW THEREFORE 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 **Crosspointe Joint Venture** (hereinafter referred to as the "Grantee"), for the continued use maintenance and repair of a thirteen (13') feet by twenty and three feet (20.3') sign for a total of 263.9 square feet of encroachment onto the public right-of-way adjacent to the property located at 4717 Hondo Pass 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 under portions of rights-of-way along Hondo Pass adjacent to the property located at 4717 Hondo Pass and legally described as a portion of Lot 1, Block 2, Castner Range Subdivision, City of El Paso, El Paso County, Texas, to use, maintain, and repair a sign is more particularly shown in *Exhibits "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 right of way, which includes the requirement and responsibility for use, maintenance, and repair of the sign, which may include various future improvements, including but not limited to support the needs of the shopping center. Grantee agrees to maintain the License Area in proper working condition and in accordance with all applicable City specifications, which includes restoration to allow and not impede the City's use of the right of way for pedestrian and vehicular access.

Except for the waiver of fees as provided herein, 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.

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 for maintenance of the sign 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 Manager or designee.

SECTION 4. REGULATION OF CONSTRUCTION

The work done by Grantee in replacing, repairing, reconstructing, or maintaining the sign shall be subject to and governed by all the applicable laws, rules and regulation of the City, State, and Federal laws that are applicable to the construction, maintenance and repair of the sign. Work done in connection with the repair and maintenance of the sign is subject to the continuing police power of the City.

In the event that Grantee desires to reconstruct, repair, maintain, or replace the sign built 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 any applicable City codes.

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; provided however that the City agrees that the current sign is not a danger 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

License Term for one sign accordance with City Code, Subsection 15.08.120(E)(2)(p), this license authorizing the encroachment of the sign, as more particularly identified in *Exhibit "B,"* shall be for a term of twenty (20) years from the Effective Date hereof, unless terminated earlier as provided herein.

Grantee shall have the right to extend this Special Privilege for one (1) additional twenty (20) year term upon written notice to the City. Grantee shall be required to pre-pay to the City the entire amount for the additional twenty (20) year term as described in Section 8 of this License. If Grantee wishes the City to extend 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 extension of this License to the City as herein required, the License shall expire upon the expiration date.

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 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 Sign 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 Sign 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.

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

Except as provided herein, 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.

SECTION 8. CONSIDERATION

As consideration for this special Privilege License, the Grantee shall pay to the City ONE THOUSAND SIXTY AND 00/100 DOLLARS (\$1,060.00) 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 15 (Notice) of this License. This License is granted on the condition the Grantee pay for all costs

associated with the Sign, 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 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 TWENTY (20) year term of the License, prior to the execution of this License. The TWENTY (20) year amount is equal to SIXTEEN THOUSAND TWO HUNDRED THREE AND 43/DOLLARS (\$16,243.23). Said \$16,243.23 reflects the net present value (NPV) at a three percent (3%) discount rate of the annual fees for the entire TWENTY (20) 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 TWENTY (20) 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 sign encroachment 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 time of the License. The City shall be named as an additional insured on all of the insurance policies that are required by this License. Failure to maintain insurance after receipt of notice of default and thirty (30) days to cure shall be a material breach of this License and a basis for termination of this License by the City.

Grantee shall maintain liability insurance for personal injuries and death growing out of any one accident or other cause in a minimum amount of One Million and No/100 Dollars (\$1,000,000.00) per person, and Two Million and No/100 Dollars (\$2,000,000.00) for each single occurrence, and, in addition, will provide property damage liability insurance in a minimum sum of One Million and

No/100Dollars (\$1,000,000.00) for property damage growing out of any one accident or other cause. 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. Grantee shall provide a complete copy of the insurance policy to the City Risk Manager for approval, including any necessary endorsements, as determined by the Risk Manager in his/her sole and absolute discretion. Such policy shall provide that the insurance cannot be canceled, modified or the amount of coverage changed without thirty (30) days prior written notice to the City's Risk Manager, or ten (10) days prior written notice to the City's Risk Manager for cancellation based on non-payment of insurance premiums. Grantee shall file a copy of the policy of insurance with the City's Risk Manager and the Planning and Inspections Department.

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 suits 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 Sign or a portion thereof or ceases to use the Sign Encroachment 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 Sign, 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 ninety (90) 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 ninety (90) days written notice to Grantee. However, if said breach or failure to comply cannot be reasonably cured within ninety (90) days, if Grantee shall proceed promptly to cure the same with due diligence, the time for curing such failure to 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 ninety (90) 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 remove Grantee's Sign Encroachment 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 use, replacement, maintenance, and repair of the Sign 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

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

GRANTEE: Crosspointe Joint Venture
ATTN: Edward Coleman
7100 Westwind Dr. Ste. 230
El Paso, Texas 79912

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 Grantee has the City’s permission to assign this License to Burnham Hondo, LLC and Rojal Enterprises, LLC, as tenants in common within ninety (90) days of El Paso City Council’s approval of this License. Any other transfer of rights shall not be assignable without the express advanced written consent of the El Paso City Manager.

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

Grantee shall comply with all applicable 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 _____, 2019

WITNESS THE FOLLOWING SIGNATURES AND SEALS

THE CITY OF EL PASO

Dee Margo
Mayor

ATTEST:

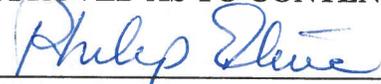
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Russell T. Abeln
Assistant City Attorney

APPROVED AS TO CONTENT:



Philip F. Etiwe, Director
Planning and Inspections Department

ACCEPTANCE

The above instrument, with all conditions thereof, is here by accepted this ____ day of _____, 2019.

ORDINANCE NO. _____
19-1007-2528 | 938601

NESV2019-00011

GRANTEE:

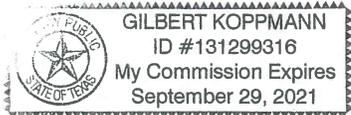
Crosspointe Joint Venture

Crosspointe Joint Venture
By: Jerry Odom, as manager/partner

ACKNOWLEDGMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument is acknowledged before me on this 2nd day of NOVEMBER, 2019, by JERRY ODOM as Grantee.

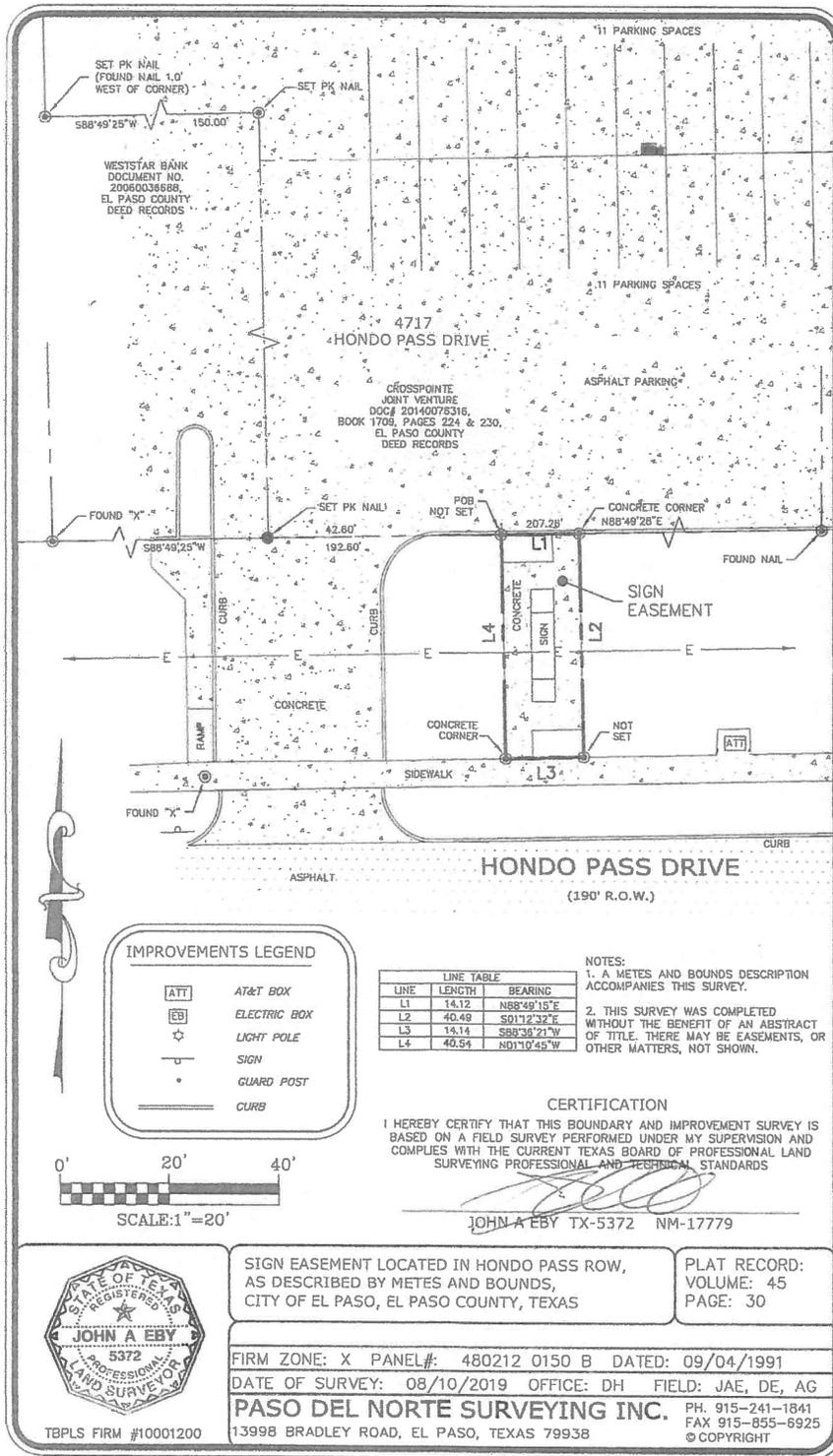


[Signature]
Notary Public, State of Texas

GILBERT KOPPMANN
Notary's Printed or Typed Name

9-29-21
My Commission Expires

EXHIBIT "A"



IMPROVEMENTS LEGEND

- [ATT] AT&T BOX
- [EB] ELECTRIC BOX
- ☆ LIGHT POLE
- SIGN
- GUARD POST
- CURB

LINE TABLE

LINE	LENGTH	BEARING
L1	14.12	N88°49'15"E
L2	40.48	S01°12'32"E
L3	14.14	S88°30'21"W
L4	40.54	N01°10'45"W

NOTES:
 1. A METES AND BOUNDS DESCRIPTION ACCOMPANIES THIS SURVEY.
 2. THIS SURVEY WAS COMPLETED WITHOUT THE BENEFIT OF AN ABSTRACT OF TITLE. THERE MAY BE EASEMENTS, OR OTHER MATTERS, NOT SHOWN.

CERTIFICATION
 I HEREBY CERTIFY THAT THIS BOUNDARY AND IMPROVEMENT SURVEY IS BASED ON A FIELD SURVEY PERFORMED UNDER MY SUPERVISION AND COMPLIES WITH THE CURRENT TEXAS BOARD OF PROFESSIONAL LAND SURVEYING PROFESSIONAL AND TECHNICAL STANDARDS

JOHN A EBY TX-5372 NM-17779



SIGN EASEMENT LOCATED IN HONDO PASS ROW, AS DESCRIBED BY METES AND BOUNDS, CITY OF EL PASO, EL PASO COUNTY, TEXAS

PLAT RECORD:
 VOLUME: 45
 PAGE: 30

FIRM ZONE: X PANEL#: 480212 0150 B DATED: 09/04/1991
 DATE OF SURVEY: 08/10/2019 OFFICE: DH FIELD: JAE, DE, AG
PASO DEL NORTE SURVEYING INC.
 13998 BRADLEY ROAD, EL PASO, TEXAS 79938
 PH. 915-241-1841 FAX 915-855-6925 © COPYRIGHT

PROPERTY DESCRIPTION

SIGN EASEMENT FOR 4717 HONDO PASS

Description of a parcel of land lying in the Hondo Pass Right-of-way and lying in front of Lot 1, Block 2. Castner Range Subdivision, City of El Paso, El Paso County, Texas, map of said Castner Range Subdivision recorded in book 45, page 30, Plat Records, El Paso County, Texas and, and described as follows:

Beginning at a point lying on the north ROW line of Hondo Pass Drive, said point being North 88°49'25" East a distance of 192.60' from a "X" in concrete found at the southwest corner of that parcel described in Clerk's File #20060036688, and also lying South 88°49'28" West a distance of 207.26 from a nail found on at the southeast corner of that parcel described in Clerk's File #20140076316, said point also being the northwest corner of this parcel, and being the "Point Of Beginning" and northwest corner of this parcel;

Thence, with said north ROW line of Hondo Pass Drive, North 88°49'15" East a distance of 14.12' to the northeast corner of this parcel marked by the east edge of a concrete slab where it intersects a concrete header;

Thence, with said east edge of a concrete slab (and its extension), South 01°12'32" East a distance of 40.49' to the southeast corner of this parcel which lies on the north edge of an existing sidewalk;

Thence, with said north edge of an existing sidewalk, South 88°36'21" West a distance of 14.14' to the southwest corner of this parcel marked by the intersection of said north edge of an existing sidewalk and the west edge of a concrete slab;

Thence, with said east edge of a concrete slab (and its extension), North 01°10'45" West a distance of 40.54' to the "Point Of Beginning" and containing 573 sq. ft. or 0.0132 acres.

Based on a field survey performed under my supervision and dated 08/06/2019.


John A. Eby, Texas R.P.L.S. 5372 NM PLS 17779

Paso Del Norte Surveying Inc. TBPLS FIRM #10001200
13998 Bradley Road
El Paso, TX. 79938
915-241-1841



EXHIBIT "B"



DRAWN	
CHECKED	
DATE	2/10/19
SCALE	1/4" = 1'-0"
JOB NO.	
SHEET	
OF SHEETS	

Joe M. James
architect

REVISIONS	BY

MEMORANDUM

DATE: November 4, 2019

TO: The Honorable Mayor and City Council
Tomàs Gonzalez, City Manager

FROM: Armida R. Martinez, Senior Planner

SUBJECT: NESV2019-00011

NESV2019-00011, Crosspoint Joint Venture request the continued use of a thirteen (13') feet by twenty and three feet (20.3') sign which serves as advertisement for the shopping center within a portion of city right-of-way along Hondo Pass adjacent to the property located at 4717 Hondo Pass. The total area of encroachment is 263.9 square feet.

This item was distributed to the Development Coordinating Committee (DCC) on August 27, 2019. This final License Agreement has been drafted in accordance to staff comments. No subsequent adverse comments were received.

Property Owner: Crosspoint Joint Venture
Applicant: Crosspoint Joint Venture

Attachments: Distribution Packet



Planning & Inspections Department

Mayor
Dee Margo

City Council

District 1
Peter Svarzbein

District 2
Alexandra Anello

District 3
Cassandra Hernandez

District 4
Dr. Sam Morgan

District 5
Isabel Salcido

District 6
Claudia Ordaz Perez

District 7
Henry Rivera

District 8
Cissy Lizarraga

City Manager
Tommy Gonzalez

To: Development Coordinating Committee (DCC)
CC: Russel Abeln, Assistant City Attorney
Omar DeLa Rosa, Assistant City Attorney
From: Armida Martinez, Planner
Date: August 27, 2019
Subject: Case Distribution – New Special Privilege Application

Attached for your review and comment is a special privilege for request for consideration. Please submit comments via Accela and/or email, on or before September 10, 2019 to Armida Martinez at martinezar@elpasotexas.gov.

NESV2019-00011 A request for the surface encroachment of an existing sign, located at the Crosspointe Shopping Center. The existing property is identified as 4717 Hondo Pass. The proposed encroachment measures 28' in height and is located on City right-of-way.

The pole sign reads "CROSSPOINTE" to advertise for a shopping center. The previous special privilege expired in 2016. This permit will be for a term of twenty (20) years with the option to renew for two (2) additional twenty (20) year terms.

Applicant: Crosspointe Joint Venture
Representative: Edward Coleman
Zoning: C-1
District: 4
Staff Contact: Armida Martinez (915) 212-1605, martinezar@elpasotexas.gov

Attachments: NESV2019-00011

Planning & Inspections Department
Philip F. Etiwe, Director
City 3 | 801 Texas Ave | El Paso, Texas 79901

"Delivering Outstanding Services"



**PLANNING AND INSPECTIONS DEPARTMENT
APPLICATION FOR SPECIAL PRIVILEGE PERMITS & LICENSES**

1. PROPERTY OWNER (S): Crosspointe Joint Venture
ADDRESS: 7100 Westwind Dr., Ste 230 CITY El Paso STATE TX ZIP CODE: 79912
PHONE: 915-584-8320 FAX: 915-584-9754 EMAIL: accounting@odominc.com

2. APPLICANT(S): SAME AS ABOVE
ADDRESS: _____ CITY _____ STATE _____ ZIP CODE: _____
PHONE: _____ FAX: _____ EMAIL: _____

3. REPRESENTATIVE(S): Edward Coleman
ADDRESS: SAME AS ABOVE CITY _____ STATE _____ ZIP CODE: _____
PHONE: 915-213-6000 FAX: 915-584-9754 EMAIL: colemanel@sbcglobal.net

4. LOCATION: 4717 Hondo Pass, El Paso, Texas 79924

5. LEGAL DESCRIPTION: Castner Range Subdivision Portion of Lot 1, Block 2

6. ZONING: C1 HISTORIC DESIGNATION: YES NO CITY REPRESENTATIVE DISTRICT #: 4

7. ENCROACHMENT ON: PUBLIC RIGHT-OF-WAY PUBLIC EASEMENT BOTH

8. TYPE OF ENCROACHMENT (CHECK ALL THAT APPLY): AERIAL SURFACE SUBSURFACE
SIGN, TYPE Wood frame, CMU, Brick Facia ; SIZE 28'x20'x3' ; NUMBER one
CANOPY/AWNING, SIZE NA ; MATERIAL _____ ; NUMBER _____
PIPELINE/CABLE, SIZE _____ ; DEPTH _____ ; NUMBER _____
OTHER, SPECIFY _____

9. OWNER(S) OF RECORD FOR THE ABOVE DESCRIBED PARCEL (S):
PRINTED NAME: Crosspointe Joint Venture SIGNATURE: *Jerry Ode*
PRINTED NAME: _____ SIGNATURE: _____
PRINTED NAME: _____ SIGNATURE: _____

Note: signatures are required for all owners of record for the property proposed for detailed site plan review. Attach additional signatures on a separate sheet of paper

APPLICATION FEE: REFER TO SCHEDULE C (ADOPTED FEES), CITY OF EL PASO ANNUAL BUDGET

PLEASE NOTE: AS PER TITLE 15.08.120, APPLICATIONS FOR PROPERTIES WITHIN THE DOWNTOWN BOUNDARY, ARE SMART CODE ZONED, OR ARE IN ACCORDANCE WITH TRANSIT ORIENTED DEVELOPMENT ALONG A CITY DESIGNATED RAPID TRANSIT STATION (RTS) CORRIDOR ARE NOT ASSESSED AN APPLICATION FEE.

**** OFFICE USE ONLY ****

NESV _____	DCC FIELD DATE: ___/___/___	DCC REVIEW DATE: ___/___/___	
DCC RECOMMENDATION:	<input type="checkbox"/> APPROVE	<input type="checkbox"/> APPROVE WITH CONDITIONS	<input type="checkbox"/> DISAPPROVE
HLC ACTION:	<input type="checkbox"/> APPROVE	<input type="checkbox"/> APPROVE WITH CONDITIONS	<input type="checkbox"/> DISAPPROVE
ADMINISTRATIVE ACTION:			
COUNCIL ACTION:	INTRODUCTION: ___/___/___	PUBLIC HEARING: ___/___/___	
FINAL ACTION:	<input type="checkbox"/> APPROVE	<input type="checkbox"/> APPROVE WITH CONDITIONS	<input type="checkbox"/> DISAPPROVE
CONSIDERATION: _____	RENEWAL DATE: ___/___/___	EXPIRATION DATE: ___/___/___	
TERM: _____	Accepted by: _____		

CROSSPOINTE JOINT VENTURE

7100 Westwind Drive, Suite 230

El Paso, Texas 79912

Phone 915-584-8320

Fax 915-584-9754

7 August 2019

Armida Martinez
Planning and Inspections Department
City of El Paso, Texas

Re: Special Privilege Sign Easement Request/4717 Hondo Pass, El Paso, Texas

Dear Ms. Martinez:

This letter is to explain the circumstances behind the request for a special privilege sign easement at Crosspointe Shopping Center, 4717 Hondo Pass.

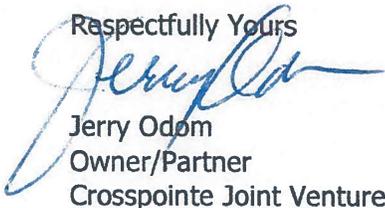
I am one of the original developers of this shopping center and the current owner. The City of El Paso granted us a special privilege easement dated February 3, 1986 to construct our shopping center sign on a portion of the public right-of-way. The easement was for a period of 30 years. We failed to notice the time period has expired and are now requesting a new easement or a reinstatement of the old easement.

Since 1986, we have maintained the right-of-way in a professional manner. As far as we know, there have been no problematic issues with the city and the sign has been a benefit to our development. There are several signs on Hondo Pass near by in the right-of-way by other property owners.

Attached are the documents required by the city to process and consider this request.

Please feel free to contact me with any questions or additional information. I can be reached at 915-204-8880.

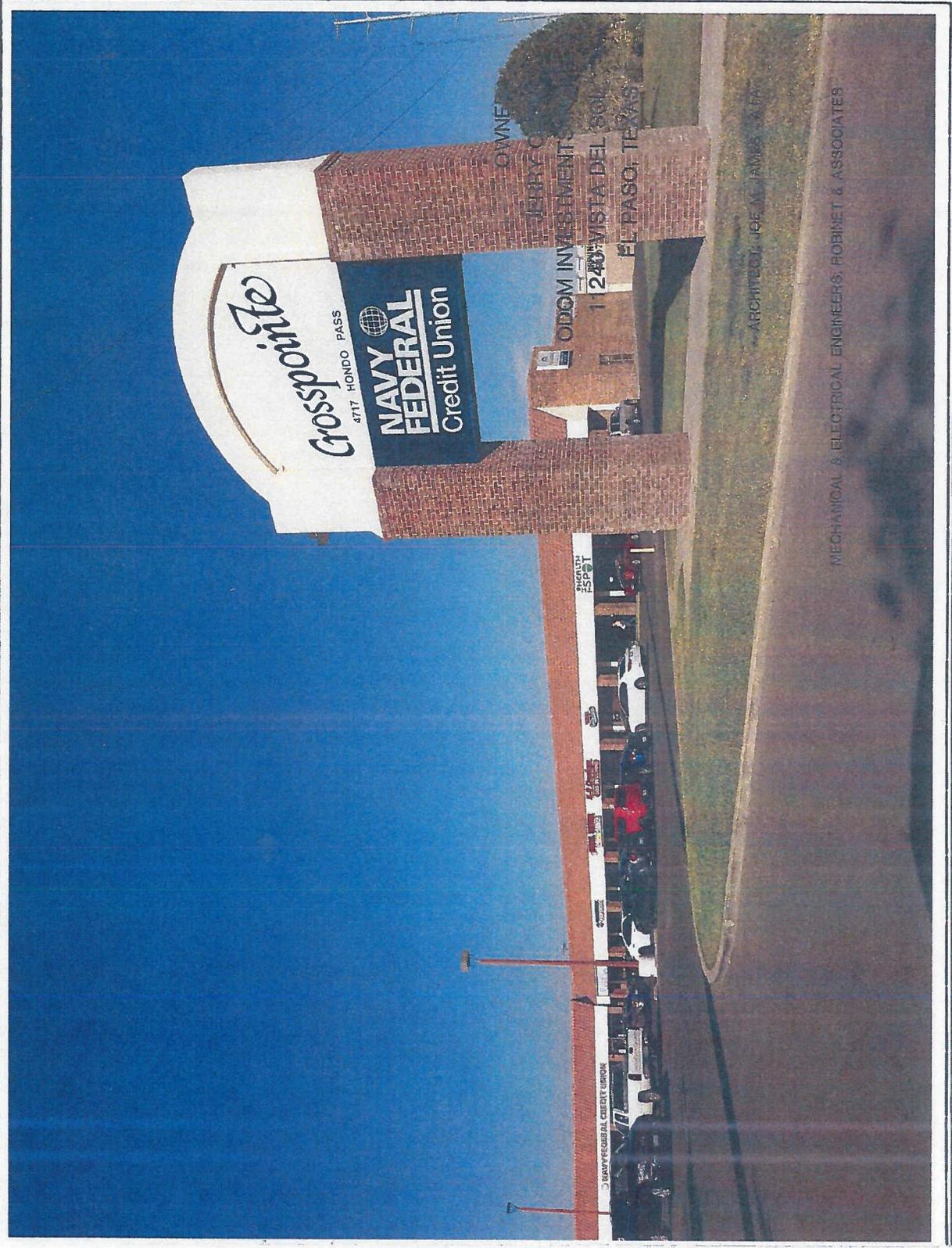
Respectfully Yours



Jerry Odom
Owner/Partner
Crosspointe Joint Venture



CROSSPOINTE SHOPPING CENTER CROSSPOINTE SHOPPING CENTER CROSSPOINTE SHOPPING CENTER



MECHANICAL & ELECTRICAL ENGINEERS, ROBINET & ASSOCIATES

REVISIONS	BY

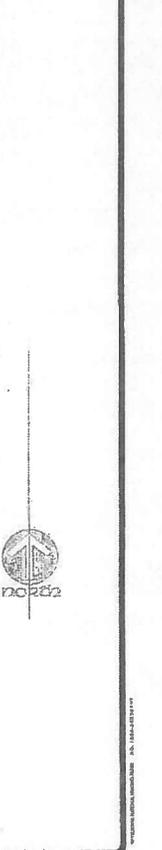
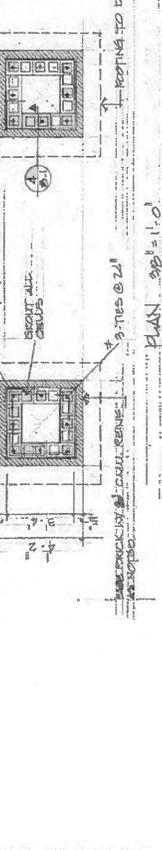
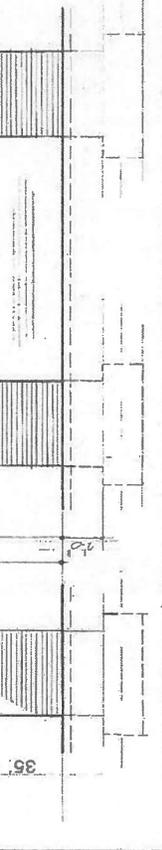
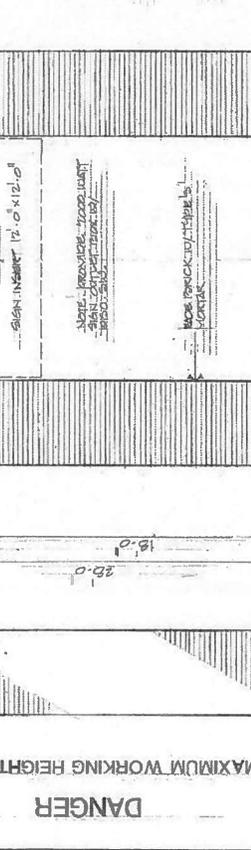
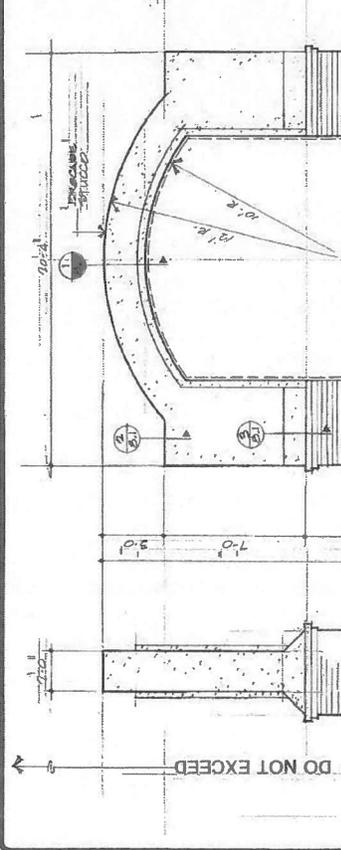
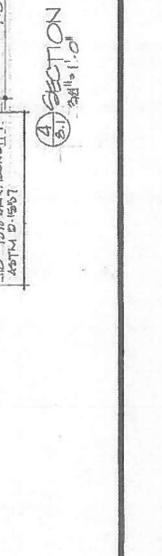
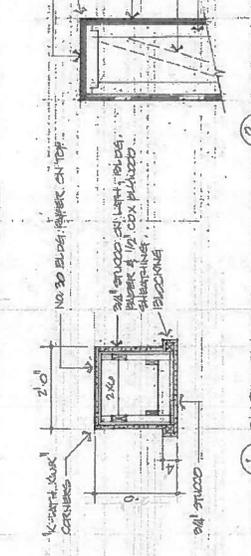
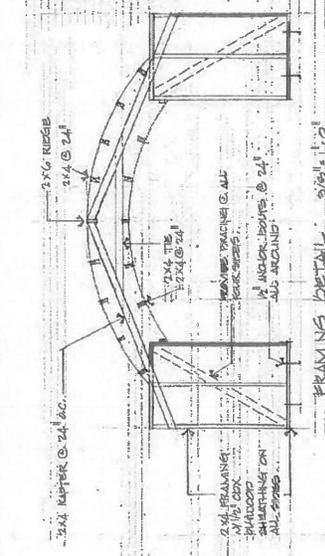


4773 CROSSPOINT SHOPPING CENTER

CROSSPOINT SHOPPING CENTER
4717 HONDO PASS

OWNER	DESIGNED
CONTRACT	DATE
NO.	SCALE
80.1	1/8" = 1'-0"

WARNING!
THIS SIGN IS LOCATED BELOW AN AERIAL FIRE RESCUE LIFT. TRANSFER OF LOADS TO THE SIGN IS PROHIBITED. THE SIGN IS NOT TO BE USED AS A PLATFORM. THIS SIGN IS NOT TO BE USED AS A PLATFORM. THIS SIGN IS NOT TO BE USED AS A PLATFORM.



4773 CROSSPOINT SHOPPING CENTER

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4717 HONDO PASS

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SULD19-00001



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