

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

CITY CLERK DEPT.  
2017 NOV 21 AM 10:32

**DEPARTMENT:** Economic & International Development Department

**AGENDA DATE:** November 28, 2017

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

**DISTRICT(S) AFFECTED:** District 1

**STRATEGIC GOAL:** Goal 1: Create an Environment Conducive to Strong, Sustainable Economic Development

**SUBJECT:**

THAT THE CITY MANAGER BE AUTHORIZED TO SIGN A RESTATED EASEMENT AGREEMENT BETWEEN THE CITY OF EL PASO AND TENET HOSPITALS LIMITED, A TEXAS LIMITED PARTNERSHIP, WHICH CREATES RECIPROCAL ACCESS AGREEMENTS FOR A BOTH PARTIES ACROSS THEIR RESPECTIVE PROPERTIES FROM RESLER DRIVE TO THE HOSPITAL SITE AND THE FIRE STATION SITE AT THE INTERSECTION OF TRANSMOUNTAIN ROAD AND RESLER DRIVE

**BACKGROUND / DISCUSSION**

The Tenant Hospital located on Transmountain and Ressler, came to an agreement with the City of El Paso to use a property owned by the City to build their driveway to the hospital. The City had plans to build a fire station on our property. Tenant Hospitals are conveying the property next to our original property to the City. In order to better accommodate our use we are entering into an easement that will allow us to have use of two additional small pieces of land.

**PRIOR COUNCIL ACTION**

380 agreement was approved May 2014

**AMOUNT AND SOURCE OF FUNDING:**

N/A

**BOARD / COMMISSION ACTION:**

N/A

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

**DEPARTMENT HEAD:**

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

*Information copy to appropriate Deputy City Manager*

**A RESOLUTION THAT THE CITY MANAGER BE AUTHORIZED TO SIGN A  
RESTATED EASEMENT AGREEMENT BETWEEN THE CITY OF EL PASO AND  
TENET HOSPITALS LIMITED, A TEXAS LIMITED PARTNERSHIP, WHICH  
CREATES RECIPROCAL ACCESS AGREEMENTS FOR BOTH PARTIES ACROSS  
THEIR RESPECTIVE PROPERTIES FROM RESLER DRIVE TO THE HOSPITAL  
SITE AND THE FIRE STATION SITE AT THE INTERSECTION OF  
TRANSMOUNTAIN ROAD AND RESLER DRIVE**

**WHEREAS**, in May 2014, the City and Tenet ("Parties") entered into a Chapter 380 Economic Development Program Agreement to help facilitate the development of the medical facilities located near the intersection of Transmountain Road and Resler Drive "the Hospital Site;" and

**WHEREAS**, the City is the owner of the Original Fire Station Parcel located directly adjacent to the Hospital site near Transmountain Road and Resler Drive, El Paso, Texas, more fully described in the attached agreement, and

**WHEREAS**, Tenet has now built a teaching hospital and medical office on the Hospital site; more particularly described in the attached agreement; and

**WHEREAS**, on in June 2014, the Parties entered into an Easement Agreement for use of the Original Fire Station Parcel, in order to allow for safer and more efficient traffic flow and to permit access of emergency vehicles the Parties agreed that a single median cut on Resler Drive to serve both the Hospital Site and the Original Fire Station Parcel was in the best interest of the City and the proposed use of the Original Fire Station Parcel as a fire station/emergency services station; and

**WHEREAS**, the size of the Original Fire Station Parcel was reduced to accommodate a portion of that Easement, which impedes the City's ability to build a three bay fire station with pull through bays for better ingress and egress from the fire station and in order to meet the growing needs of the Far West Side of El Paso; and

**WHEREAS**, in consideration for that Easement, Tenet shall convey to the City Tenet's fee interest in the surface estate of the Additional Fire Station Parcel, adjacent to the Original Fire Station Parcel so that the City may build a three bay fire station with pull through bays, which is more particularly described in the attached agreement.; and

**WHEREAS**, the Parties agree that the June 2014 Easement needs to be amended for the mutual benefit of both Parties to continue to access the Hospital and the Original Fire Station Parcel and the Additional Fire Station Parcel; and

**WHEREAS**, the City is the owner of the Fire Station Parcel and has the legal right and authority to grant this Easement upon the terms and conditions hereinafter set forth.

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

That the City Manager is hereby authorized to sign the attached Restated Easement Agreement between the City of El Paso and Tenet Hospitals Limited, a Texas Limited Partnership, which allows access across City property from Resler Drive to the hospital site and the Original and Additional Fire Station Parcels, at the intersection of Transmountain Road and Resler Drive.

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_ 2017.

[SIGNATURES ON NEXT PAGE]

**CITY OF EL PASO**

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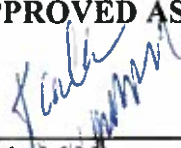
Dee Margo, Mayor

**ATTEST:**

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Laura D. Prine  
Interim City Clerk

**APPROVED AS TO FORM**



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Karla M. Nieman  
Senior Assistant City Attorney

**APPROVED AS TO CONTENT**



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Jessica Herrera, Director  
Economic & International Development

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- a. a nonexclusive easement (the "Fire Station Access Easement") over, on, and across the property described on Exhibit C-1 (the "Fire Station Access Easement Parcel," whether one or more) and subject to the terms hereof, a permanent non-exclusive easement for pedestrian and vehicular ingress, egress and access over and across (including the right to turn vehicles around and as otherwise necessary for vehicles in connection with the operation of a fire station) the Fire Station Access Easement Parcel as the City determines appropriate.
  - b. a drainage easement (the "Fire Site Drainage Easement") from the Original Fire Station Parcel and the Additional Fire Station Parcel to the drainage pond south of such parcels through the 36 inch plastic storm drain pipe located on the Hospital Site for storm water runoff from the Original Fire Station Parcel and the Additional Fire Station Parcel into the detention pond reflected on the Plat of the Hospital Site, the Additional Fire Station Parcel and the Original Fire Station Parcel to be recorded in the Real Property Records of El Paso County, Texas. The Fire Site Drainage Easement shall include the right to connect to or tie into the improvements constructed by Tenet for the Hospital Drainage Easement granted in Section 4.c. below.
4. The City, for the Consideration and subject to the reservations and exceptions set forth herein, grants to Tenet and its invitees, licensees, tenants, patients, employees, visitors, successors and assigns (the "Tenet Parties"):
  - a. a nonexclusive easement (the "Hospital Access Easement") over, on, and across the property described on Exhibit C-2 (the "Hospital Access Easement Parcel"). The purpose of the Hospital Access Easement is to provide free and uninterrupted pedestrian and vehicular ingress and egress from Tenet's property (the "Hospital Site") to and from Resler Drive, together with all the rights and appurtenances thereto in any way belonging, including but not limited to sidewalks, street lighting, and any improvements;
  - b. an easement (the "Landscaping and Signage Easement") for directional traffic signage, signage for the facilities on the Hospital Site, and a landscaped entry area over and across the property described on Exhibit C-3 (the "Landscaping Easement Parcel");
  - c. a drainage easement (the "Hospital Drainage Easement") from the Hospital Site over and across the Original Fire Station Parcel and the Additional Fire Station Parcel to storm water inlets on such parcels to carry storm water runoff to the drainage pond south of such parcels through the 36 inch plastic storm drain pipe into the detention pond reflected on the Plat of the Hospital Site, the Additional Fire Station Parcel and the Original Fire Station recorded or to be recorded in the Real Property Records of El Paso County, Texas. The Fire Station Drainage Easement and the Hospital Drainage easement are shown together on Exhibit C-4; and
  - d. an easement to repair, reconstruct, and perpetually use, maintain and operate a water (and sewer) line or lines with appurtenances and improvements thereto in the area of

the that portion of the Original Fire Station Parcel covered by the Hospital Access Easement.

5. The costs of improvements to and maintenance of the Hospital Access Easement, the Landscaping Easement and the Fire Station Access Easement, as applicable, shall be at the sole expense of party benefiting from the easement (the "Benefitted Party") (for example Tenet shall be solely responsible for the maintenance of the Hospital Access Easement and the City shall be solely responsible for the maintenance of the Fire Station Access Easement); provided until the City commences construction of improvements on the Fire Station Access Easement, Tenet shall maintain the Fire Station Access Easement. The Benefitted Party shall maintain the applicable Easement in a safe, neat and clean condition. Such maintenance responsibilities shall include but are not limited to those activities necessary to cause the Easement to comply with applicable laws, ordinances, rules, regulations, and orders of governmental and public bodies and agencies. The party granting the such Easements described in the first sentence of this paragraph (the "Burdened Party") shall be the sole judge (acting reasonably) of the quality of maintenance and, upon written notice by the City or Tenet to the other, as applicable, the Benefitting Party shall be required to perform whatever maintenance the Burdened Property deems to be commercially reasonable and necessary. If said maintenance is not undertaken by Benefitted Party within ten (10) days after receipt of written notice, the Burdened Party shall have the right to perform the necessary maintenance, the cost of which plus ten percent (10%) shall be borne by Benefitted Party. The Benefitted Party shall be responsible for contracting for and paying for all utilities intended to serve the Tenet's operations in the Easement, including, without limitation, electric, water, and other services. Tenet shall directly pay the relevant provider for any such services that Tenet uses, together with any taxes thereon. On written request by Tenet, the City will review requests to extend electric, water, gas, telephone, internet, cable or other utility facilities under or across the Easement, and will grant permission for the extension of the utilities, such permission not to be unreasonably withheld.
6. Tenet shall be solely responsible for the improvements to, construction of and maintenance of the Hospital Drainage Easement. The City shall be solely responsible for the improvements to and construction of any improvements to the Fire Site Drainage Easement and the City shall be solely responsible for the maintenance of any improvements installed by the City for use of the Fire Site Easement as well as any connection or junction installed by the City between the Fire Site Drainage Easement and the Hospital Drainage Easement. The party granting the Easements described in Section 3.b. and 4.c. (the "Drainage Easement Burdened Party") shall be the sole judge (acting reasonably) of the quality of maintenance and, upon written notice by the City or Tenet to the other, as applicable, the party which is the beneficiary of the Easements granted in 3.b. and 4.c. of this Agreement (the "Drainage Easement Benefitted Party") shall be required to perform whatever maintenance the Drainage Easement Burdened Property deems to be commercially reasonable and necessary. If said maintenance is not undertaken by Drainage Easement Benefitted Party within ten (10) days after receipt of written notice, the Drainage Easement Burdened Party shall have the right to perform the necessary maintenance, the cost of which plus ten percent (10%) shall be borne by Drainage Easement Benefitted Party.

7. The Drainage Easement Benefitted Party and the Benefitted Party in Sections 7 and 8 are together called the "Benefitted Party," and the Drainage Easement Burdened Party and the Burden Party in Sections 7 and 8 are together called the "Burdened Party." The Easements granted herein are for the benefit of the Benefitted Party and its successors, and assigns who at any time own the Hospital Site or the Original Fire Station Parcel, or any interest therein, and may be used and enjoyed from time to time by the invitees, licensees, lessees, and their employees, staff and patients from time to time. The Easements are appurtenant to and run with all or any portion of the Hospital Site and/or the Original Fire Station Parcel, as applicable, whether or not the Easement is referenced or described in any conveyance of all or such portion of such site or parcel.
8. The City has reviewed and approved the existing improvements on the Hospital Access Easement and the Landscaping Easement. If after the date hereof either party wants to construct any improvements on access easements, the Benefitted Party, at its expense, shall prepare, or cause to be prepared by others, detailed plans and specifications to grade the Easement Area and submit such plans and specifications to the Burdened Party (for the Hospital Site, the CEO of the Hospital, and for the City, the City Manager, or his or her authorized designee, for prior review and approval (such approval not to be unreasonably withheld or delayed). The plans and specifications shall include all roadway and driveway layout specifications, cross sections and elevations, associated drainage, landscaping and other appurtenances. The Burdened Party, or its authorized designee shall respond to any request for approval within seven (7) days. The final one hundred percent (100%) completed plans that are approved in writing by the Burdened Party, or its authorized designee (whether in one or more steps or submissions), are hereinafter referred to as the "Plans." The Plans are hereby made a part of this Easement Agreement by reference. No changes in the Plans shall be made unless the Burdened Party has consented to such changes in writing. The City Manager, or his or her designee, shall coordinate requests from its various departments. The Burdened Party's review and approval of the Plans will in no way relieve the Benefitted Party or its Contractor from their responsibilities, obligations and/or liabilities under this Easement Agreement, and will be given with the understanding that the Burdened Party has made no representations or warranty as to the validity, accuracy, legal compliance or completeness of the Plans and that any reliance by the Benefitted Party or its Contractor on the Plans is at the risk of the Benefitted Party and its Contractor.
9. The City and Tenet agree, that the City and not Tenet owned the Original Fire Station Parcel at the time the Existing Water and Sewer Easement was executed and Tenet could not have a granted an easement through the property owned by the City, therefore with respect to the Existing Water and Sewer Easement as it encumbers and burdens the Original Fire Station Parcel: (a) the terms and provisions of this Agreement shall govern and control, (b) such easement shall cover the portion of the Original Fire Station Parcel as shown on Exhibit C-4 to this Agreement, (c) the limitations and reserved rights in the third complete grammatical paragraph on page 2 of the Existing Water and Sewer Easement, are subject to the rights and easements granted in this Agreement (including those in Section 4 of this Agreement), and (d) except as provided in this paragraph the Existing Water and Sewer Easement is in full force and effect.



10. TENET AGREES TO INDEMNIFY AND HOLD THE CITY HARMLESS AGAINST ANY AND ALL CLAIMS, DEMANDS, DAMAGES, COSTS, AND EXPENSES, INCLUDING INVESTIGATION EXPENSES AND REASONABLE ATTORNEY'S FEES FOR THE DEFENSE OF SUCH CLAIMS AND DEMANDS, ARISING OUT OF OR ATTRIBUTED DIRECTLY, OR INDIRECTLY, TO THE CONSTRUCTION OR MAINTENANCE OF THE EASEMENT, TENET'S USE OF THE EASEMENT, OR FROM ANY BREACH ON THE PART OF TENET OF ANY TERMS OF THIS EASEMENT AGREEMENT, OR FROM ANY ACT OR NEGLIGENCE OF TENET, ITS AGENTS, CONTRACTORS, EMPLOYEES INCLUDING CLAIMS AND DAMAGES ARISING IN WHOLE, OR IN PART, FROM THE NEGLIGENCE OF CITY. IN CASE OF ANY ACTION OR PROCEEDING BROUGHT AGAINST THE CITY BY REASON OF ANY SUCH CLAIM, TENET, UPON NOTICE FROM THE CITY, AGREES TO DEFEND THE ACTION OR PROCEEDING BY COUNSEL ACCEPTABLE TO THE CITY.
11. Tenet shall have the unilateral right to terminate the Hospital Access Easement and/or the Landscaping Easement if the legal title to such Easements is clouded in its legal judgment or it becomes too costly to modify such Easements in order to construct the improvement on such Easements. If Tenet should terminate such Easements, Tenet acknowledges that the City does not have to convey the Additional Fire Station Parcel back to Tenet and that no additional consideration will be due Tenet. The City shall have the unilateral right to terminate the Fire Station Access Easement if the legal title to such Easement is clouded in its legal judgment or it becomes too costly to modify such Easement in order to construct the improvement on such Easement. If the City should terminate the Fire Station Access Easement, the City acknowledges that the other Easements herein shall remain in full force and effect and that no additional consideration will be due the City.
12. Upon termination or expiration of this Easement for any reason, Tenet and the City, as the case may be, shall leave the Easements in good working order, normal wear and tear excepted and all improvements shall remain in place without any additional compensation due Tenet or the City. In such event (a) Tenet shall no longer use the Hospital Access Easement for pedestrian and vehicular ingress and egress from the Hospital Site to and from Resler Drive, and (b) the City shall no longer use the Fire Station Access Easement for vehicular or pedestrian access in connection with the operation of the facilities on the Fire Station Site.
13. The Easements herein granted shall be perpetual until the earlier to occur of (i) the permanent and affirmative abandonment of the use of said easement by the grantee, its successors or assigns, or (ii) the execution and recordation in the Official Public Records of El Paso County, Texas, of an instrument by which applicable grantee, or its successors or assigns, as applicable, abandons and releases such easement.
14. The easements herein are further made subject to all validly existing easements, rights-of-way, conditions, restrictions, covenants, outstanding mineral or royalty interests or reservations, of record, if any, in El Paso County, Texas as of the date hereof.

**TO HAVE AND TO HOLD** the easements granted herein together with all and singular the rights and appurtenances thereto anywise belonging unto grantee, their successors and assigns; and Tenet and the City do each hereby bind itself, its heirs, successors and assigns, to specifically warrant and forever defend the easements granted herein unto Tenet and the City, as the case may be, and their successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof, by, though, or under such grantor, but not otherwise, subject, however, to the matters set forth herein.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Agreement in the City of El Paso as of the date first written above.

**GRANTOR OF EASEMENT: CITY OF EL PASO**

By: \_\_\_\_\_

Tomás González  
City Manager

APPROVED AS TO FORM:

  
\_\_\_\_\_  
Karla M. Nieman  
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

  
\_\_\_\_\_  
Jessica Herrera, Director  
Economic & International Development

**ACKNOWLEDGEMENTS**

STATE OF TEXAS       )  
                                  )  
COUNTY OF EL PASO   )

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_, 2017 by Tommy Gonzalez, City Manager of the City of El Paso, Texas (CITY).

My commission expires:

\_\_\_\_\_  
Notary Public, State of Texas

(SIGNATURES CONTINUE ON NEXT PAGE)

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2017 NOV 21 AM 10:34

**GRANTEE OF EASEMENT: TENET HOSPITALS  
LIMITED**

By: \_\_\_\_\_

Title: \_\_\_\_\_

1.

STATE OF TEXAS       )  
                                  )  
COUNTY OF \_\_\_\_\_)

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2017 by  
\_\_\_\_\_, \_\_\_\_\_ of the Tenet Hospitals Limited, a  
Texas limited partnership on behalf of such partnership.

My commission expires:

\_\_\_\_\_  
Notary Public, State of Texas

**AFTER RECORDING RETURN TO:**

Locke Lord LLP  
2200 Ross Avenue, Suite 2200  
Dallas, Texas 75201  
Attn: Robb P. Stewart

CITY CLERK DEPT.  
2017 NOV 21 AM 10:34

## **EXHIBIT A**

### **LEGAL DESCRIPTION**

**All of that approximately 47.746 acre parcel of land platted as CMC Commercial and being a portion of Tracts 2E and 2E4, Nellie D. Munday Survey 243, City of El Paso, El Pso County, Texas, according to the plat thereof Filed for Record October 15, 2014 in El Paso County Clerk's File No. 2014066614.**

**EXHIBIT A**  
**"TENET OWNED LAND"**

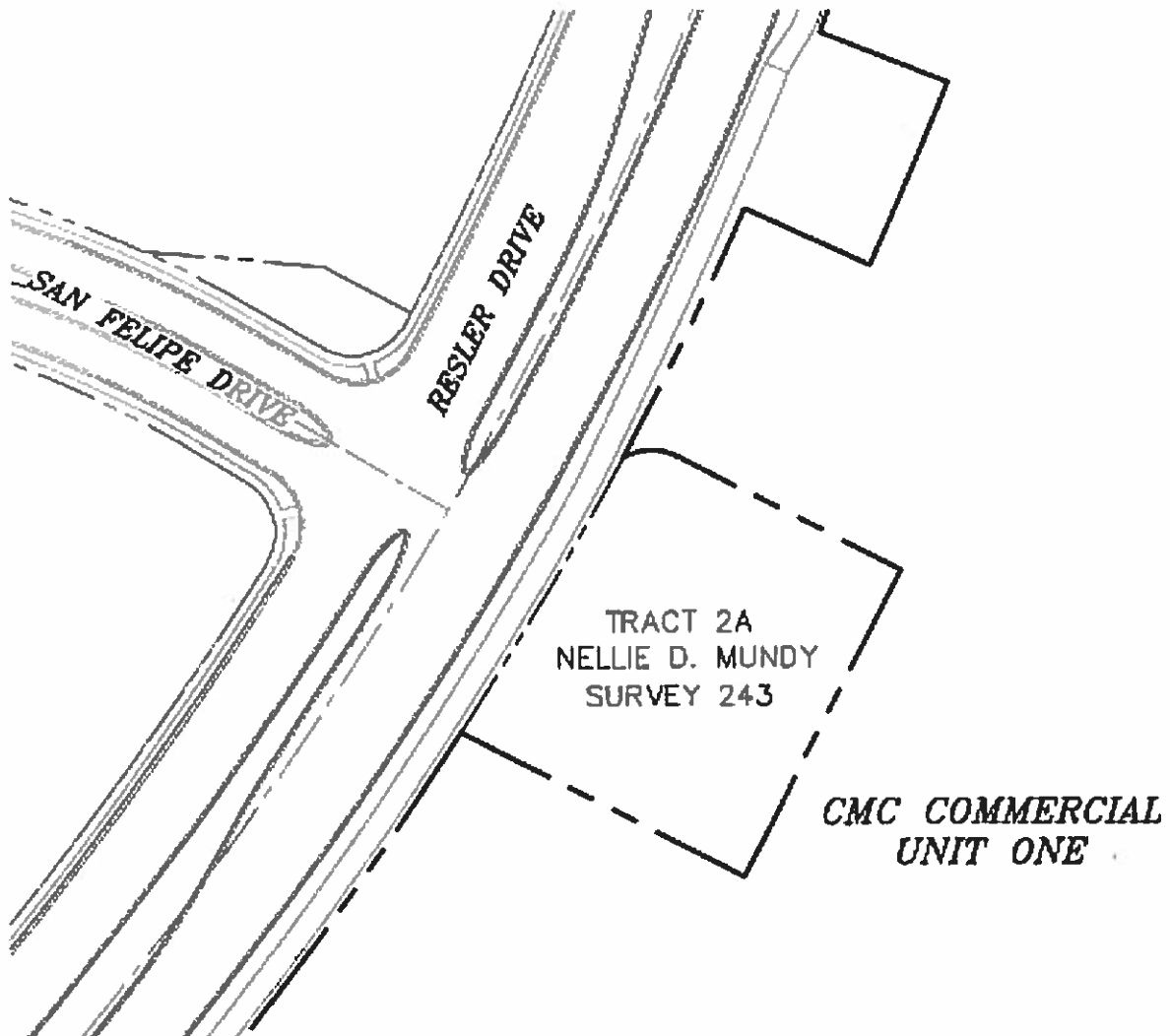
The map illustrates the following features:

- TRACT ADJUTARY ROAD**: A road running diagonally across the upper portion of the map.
- SANDY HOLLOW DRIVE**: A road running horizontally across the middle of the map.
- TRACT 1**: A large tract labeled "CMC COMMERCIAL UNIT ONE".
- TRACT 2**: A smaller tract located south of Tract 1, containing two rectangular structures.
- TRACT 20**: A small tract located east of Tract 2.
- TRACT 21**: Another small tract located east of Tract 2.
- TRACT 22**: A small tract located south of Tract 2.
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**EXHIBIT B**

**Original Fire Station Parcel Legal Description**

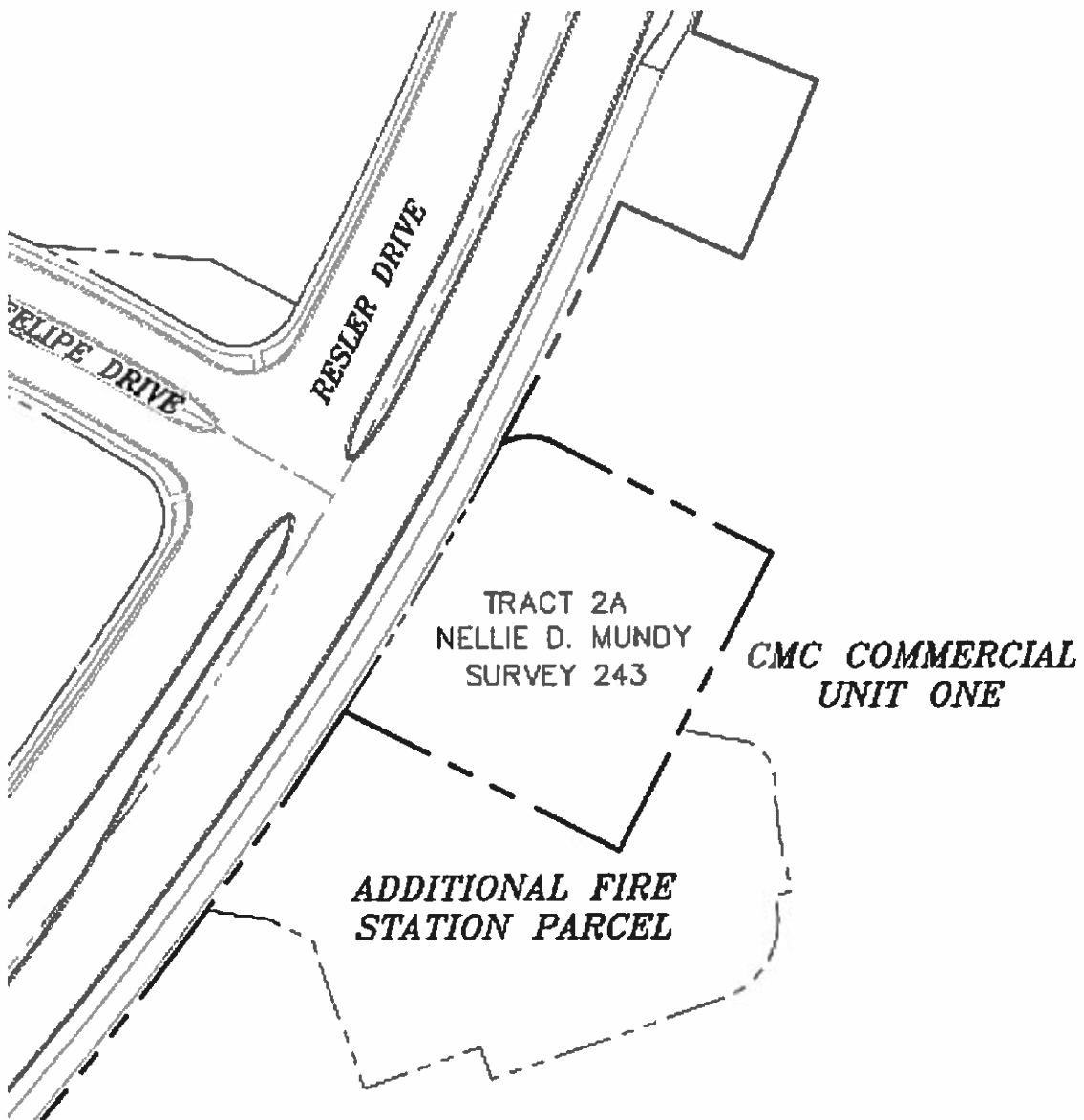
"ORIGINAL FIRE STATION PARCEL"



**EXHIBIT B-1**

**Additional Fire Station Parcel Legal Description**

**"ADDITIONAL FIRE STATION PARCEL"**





The parcel of land herein described is a 0.843-acre portion of Lot 1, Block 1 CMC Commercial (Clerk's File No. 20140066614, Plat Records, El Paso County, Texas), El Paso, El Paso County, Texas, and is more particularly described by metes and bounds as follows:

COMMENCING at the southerly intersection of the common boundary between CMC Commercial and Tract 2A, Nellie D. Mundy Survey 243 (February 27, 1989, Book 2026, Page 374, Deed Records, El Paso County, Texas) and the easterly right-of-way of Resler Drive (130-foot right-of-way, January 8, 2002, Book 4158, Page 910, Deed Records, El Paso County, Texas), said point also being the POINT OF BEGINNING of this description;

THENCE, South 62°54'50" East, along said common boundary, a distance of 162.36 feet;

THENCE, North 27°05'10" East, continuing along said boundary, a distance of 70.84 feet;

THENCE, 32.19 feet along the arc of a curve to the left, having a radius of 284.00 feet, a central angle of 6°29'38", and a chord which bears South 78°49'01" East, a distance of 32.17 feet;

THENCE, 27.68 feet along the arc of a curve to the right, having a radius of 20.00 feet, a central angle of 79°17'19", and a chord which bears South 42°23'10" East, a distance of 25.52 feet;

THENCE, 60.61 feet along the arc of a curve to the left, having a radius of 322.00 feet, a central angle of 10°47'05", and a chord which bears South 8°10'03" East, a distance of 60.52 feet;

THENCE, South 75°26'30" West, a distance of 8.50 feet;

THENCE, South 14°33'30" East, a distance of 2.85 feet;

THENCE, 63.91 feet along the arc of a curve to the right, having a radius of 43.16 feet, a central angle of 84°50'39", and a chord which bears South 27°51'50" West, a distance of 58.23 feet;

THENCE, South 71°05'41" West, a distance of 128.58 feet;

THENCE, North 19°33'09" West, a distance of 18.00 feet;

THENCE, South 70°26'51" West, a distance of 64.62 feet;

THENCE, North 19°33'09" West, a distance of 82.46 feet;

THENCE, North 62°54'50" West, a distance of 25.57 feet;

THENCE, North 81°26'48" West, a distance of 32.70 feet to the easterly right-of-way of Resler Drive;

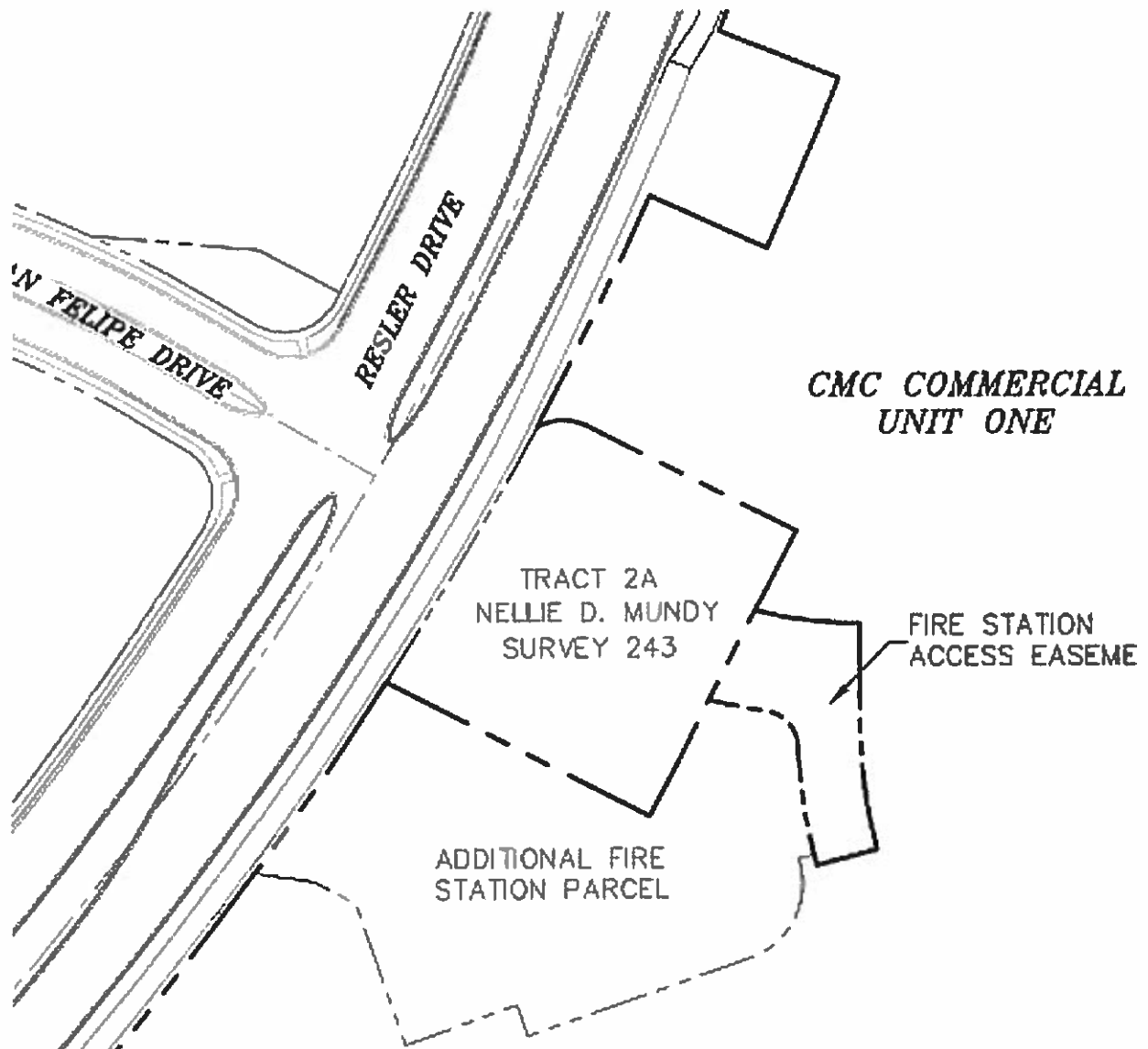
THENCE, 126.63 feet along said right-of-way and along the arc of a curve to the left, having a radius of 2065.00 feet, a central angle of 3°30'48", and a chord which bears North 34°32'24" East, a distance of 126.61 feet to the POINT OF BEGINNING of this description.

Said parcel of land contains 0.843 acres (36,699 square feet) of land more or less.

**EXHIBIT C-1**

**Fire Station Access Easement Parcel**

"FIRE STATION ACCESS EASEMENT PARCEL"



The parcel of land herein described is a 0.146-acre portion of Lot 1, Block 1 CMC Commercial (Clerk's File No. 20140066614, Plat Records, El Paso County, Texas), El Paso, El Paso County, Texas, and is more particularly described by metes and bounds as follows:

**COMMENCING** at the southerly intersection of the common boundary between CMC Commercial and Tract 2A, Nellie D. Mundy Survey 243 (February 27, 1989, Book 2026, Page 374, Deed Records, El Paso County, Texas) and the easterly right-of-way of Resler Drive (130-foot right-of-way, January 8, 2002, Book 4158, Page 910, Deed Records, El Paso County, Texas); Thence, South  $62^{\circ}54'50''$  East, along said common boundary, a distance of 162.36 feet; Thence, North  $27^{\circ}05'10''$  East, continuing along said boundary, a distance of 70.88 feet to the **POINT OF BEGINNING** of this description;

**THENCE**, North  $27^{\circ}05'10''$  East, continuing along said boundary, a distance of 55.15 feet;

**THENCE**, 57.16 feet along the arc of a curve to the left, having a radius of 200.06 feet, a central angle of  $16^{\circ}22'14''$ , and a chord which bears South  $82^{\circ}39'14''$  East, a distance of 56.97 feet;

**THENCE**, South  $0^{\circ}50'34''$  East, a distance of 48.42 feet;

**THENCE**, 76.41 feet along the arc of a curve to the left, having a radius of 292.93 feet, a central angle of  $14^{\circ}56'40''$ , and a chord which bears South  $7^{\circ}05'22''$  East, a distance of 76.19 feet;

**THENCE**, South  $75^{\circ}18'53''$  West, a distance of 34.00 feet;

**THENCE**, 66.62 feet along the arc of a curve to the right, having a radius of 322.00 feet, a central angle of  $11^{\circ}51'17''$ , and a chord which bears North  $8^{\circ}42'10''$  West, a distance of 66.50 feet;

**THENCE**, 27.68 feet along the arc of a curve to the left, having a radius of 20.00 feet, a central angle of  $79^{\circ}17'19''$ , and a chord which bears North  $42^{\circ}25'10''$  West, a distance of 25.52 feet;

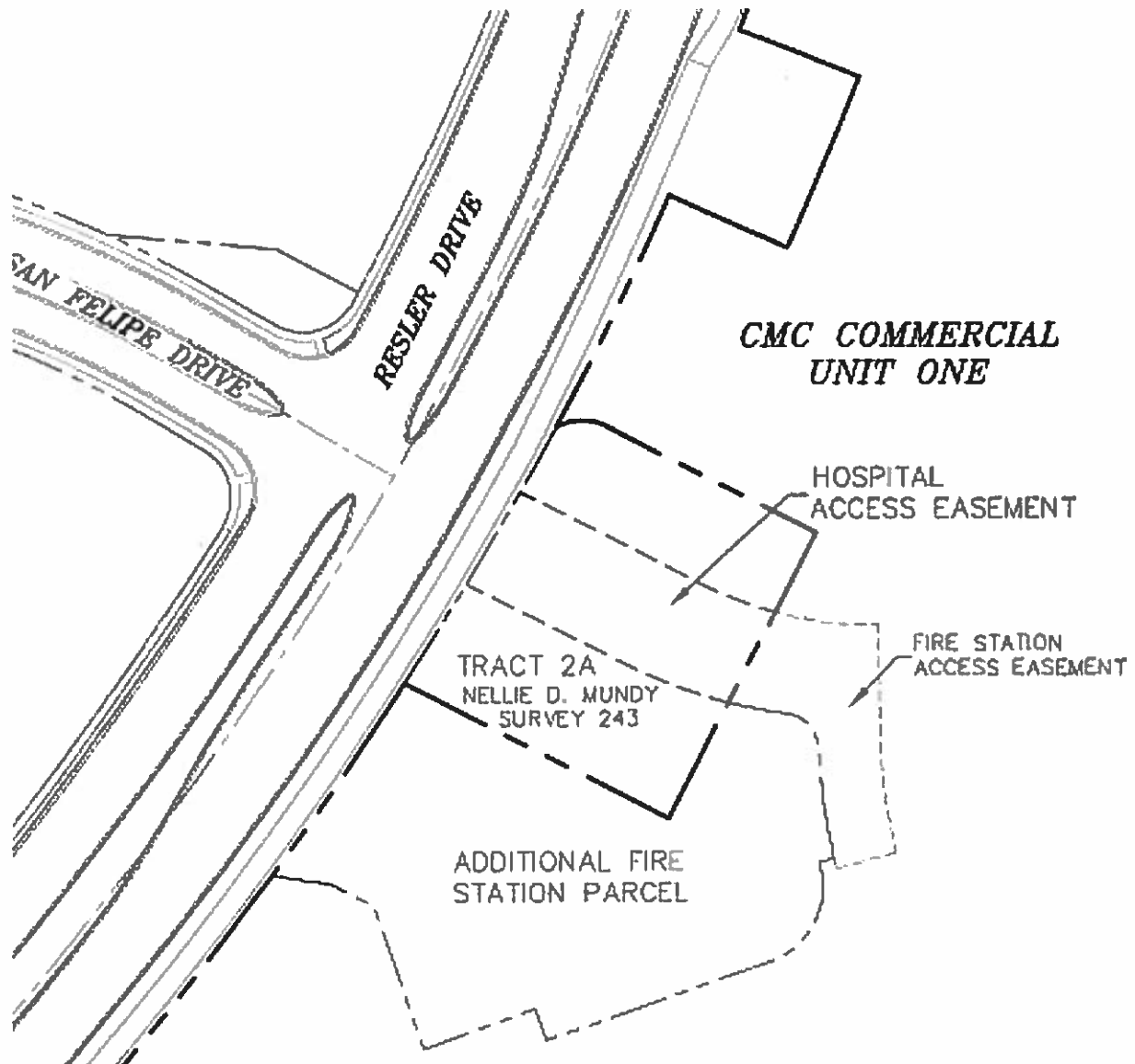
**THENCE**, 32.19 feet along the arc of a curve to the right, having a radius of 284.00 feet, a central angle of  $6^{\circ}29'38''$ , and a chord which bears North  $78^{\circ}49'01''$  West, a distance of 32.17 feet to the **POINT OF BEGINNING** of this description.

Said parcel of land contains 0.146 acres (6,378 square feet) of land more or less.

**EXHIBIT C-2**

**Hospital Access Easement Parcel**

"HOSPITAL ACCESS EASEMENT PARCEL"



The parcel of land herein described is a 0.205-acre portion of Tract 2A, Nellie D. Mundy Survey 243 (February 27, 1989, Book 2026, Page 374, Deed Records, El Paso County, Texas), El Paso, El Paso County, Texas, and is more particularly described by metes and bounds as follows:

**COMMENCING** at the southerly intersection of the common boundary between CMC Commercial (Clerk's File No. 20140066614, Plat Records, El Paso County, Texas) and Tract 2A, Nellie D. Mundy Survey 243 and the easterly right-of-way of Resler Drive (130-foot right-of-way, January 8, 2002, Book 4158, Page 910, Deed Records, El Paso County, Texas); Thence, 64.21 feet along said right-of-way and along an arc of a curve to the left, having a radius of 2065.00 feet, a central angle of  $1^{\circ}46'54''$ , and a chord which bears North  $31^{\circ}53'33''$  East, a distance of 64.21 feet to the **POINT OF BEGINNING** of this description;

**THENCE**, 58.09 feet continuing along said right-of-way and along the arc of a curve to the left, having a radius of 2065.00 feet, a central angle of  $1^{\circ}36'42''$ , and a chord which bears North  $30^{\circ}11'45''$  East, a distance of 58.09 feet;

**THENCE**, South  $62^{\circ}54'50''$  East, a distance of 112.84 feet;

**THENCE**, 41.26 feet along the arc of a curve to the left, having a radius of 200.06 feet, a central angle of  $11^{\circ}48'59''$ , and a chord which bears South  $68^{\circ}33'38''$  East, a distance of 41.19 feet to the westerly boundary of CMC Commercial;

**THENCE**, South  $27^{\circ}05'10''$  West, along said boundary, a distance of 55.15 feet;

**THENCE**, 62.73 feet along the arc of a curve to the right, having a radius of 284.00 feet, a central angle of  $12^{\circ}39'19''$ , and a chord which bears North  $69^{\circ}14'32''$  West, a distance of 62.60 feet;

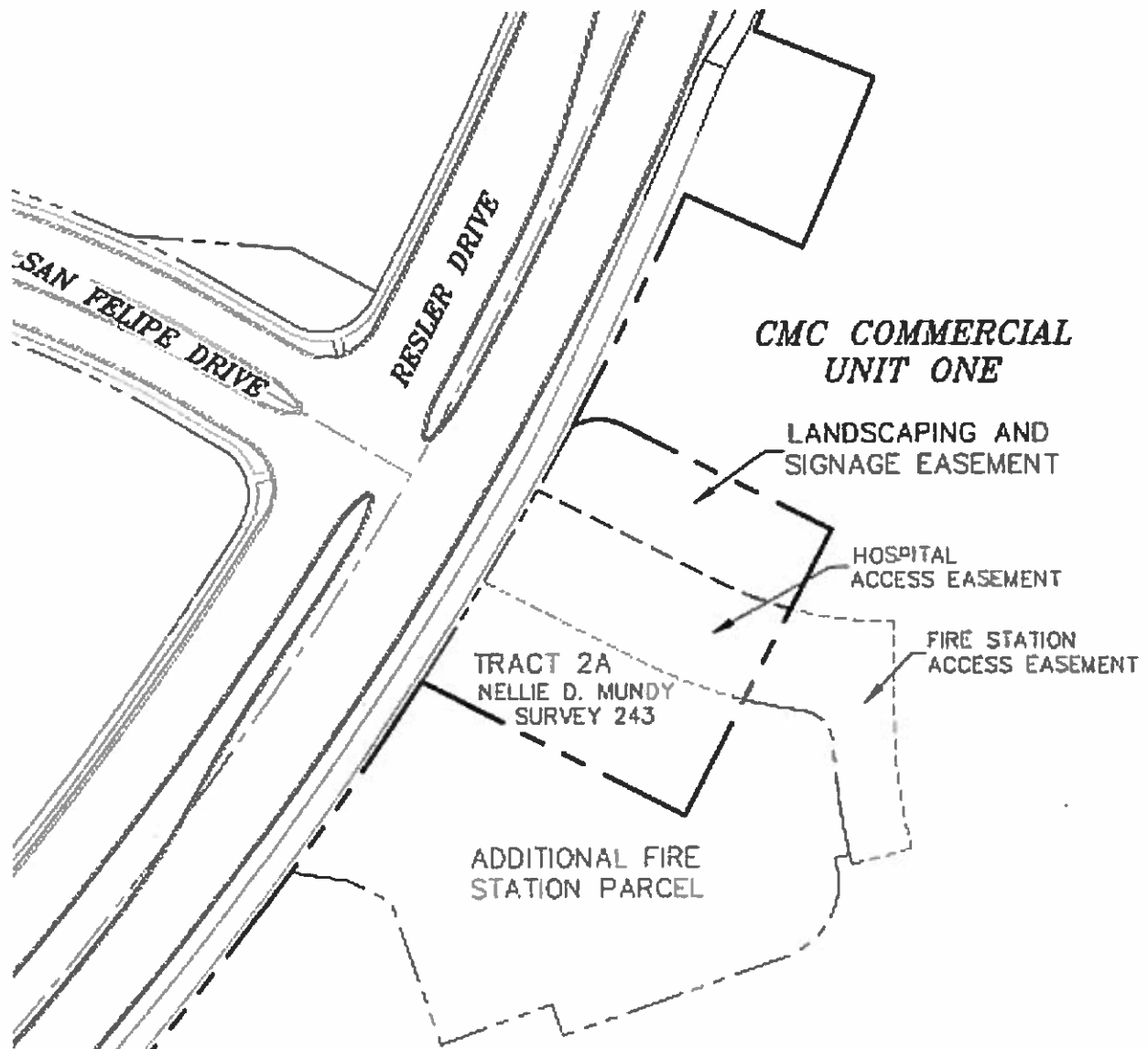
**THENCE**, North  $62^{\circ}54'50''$  West, a distance of 94.75 feet to the **POINT OF BEGINNING** of this description.

Said parcel of land contains 0.205 acres (8,917 square feet) of land more or less.

**EXHIBIT C-3**

**Landscaping Easement Parcel**

"LANDSCAPING EASEMENT PARCEL"



The parcel of land herein described is a 0.183-acre portion of Tract 2A, Nellie D. Mundy Survey 243 (February 27, 1989, Book 2026, Page 374, Deed Records, El Paso County, Texas), El Paso, El Paso County, Texas, and is more particularly described by metes and bounds as follows:

**COMMENCING** at the southerly intersection of the common boundary between CMC Commercial (Clerk's File No. 20140066614, Plat Records, El Paso County, Texas) and Tract 2A, Nellie D. Mundy Survey 243 and the easterly right-of-way of Resler Drive (130-foot right-of-way, January 8, 2002, Book 4158, Page 910, Deed Records, El Paso County, Texas); Thence, 122.30 feet along said right-of-way and along an arc of a curve to the left, having a radius of 2065.00 feet, a central angle of  $3^{\circ}23'36''$ , and a chord which bears North  $31^{\circ}05'12''$  East, a distance of 122.28 feet to the **POINT OF BEGINNING** of this description;

**THENCE**, 40.23 feet continuing along said right-of-way and along the arc of a curve to the left, having a radius of 2065.00 feet, a central angle of  $1^{\circ}06'59''$ , and a chord which bears North  $28^{\circ}49'55''$  East, a distance of 40.23 feet to the boundary of CMC Commercial;

**THENCE**, 28.81 feet along said boundary and along the arc of a curve to the right, having a radius of 30.00 feet, a central angle of  $55^{\circ}01'33''$ , and a chord which bears North  $89^{\circ}34'24''$  East, a distance of 27.72 feet;

**THENCE**, South  $62^{\circ}54'50''$  East, continuing along said boundary, a distance of 128.02 feet;

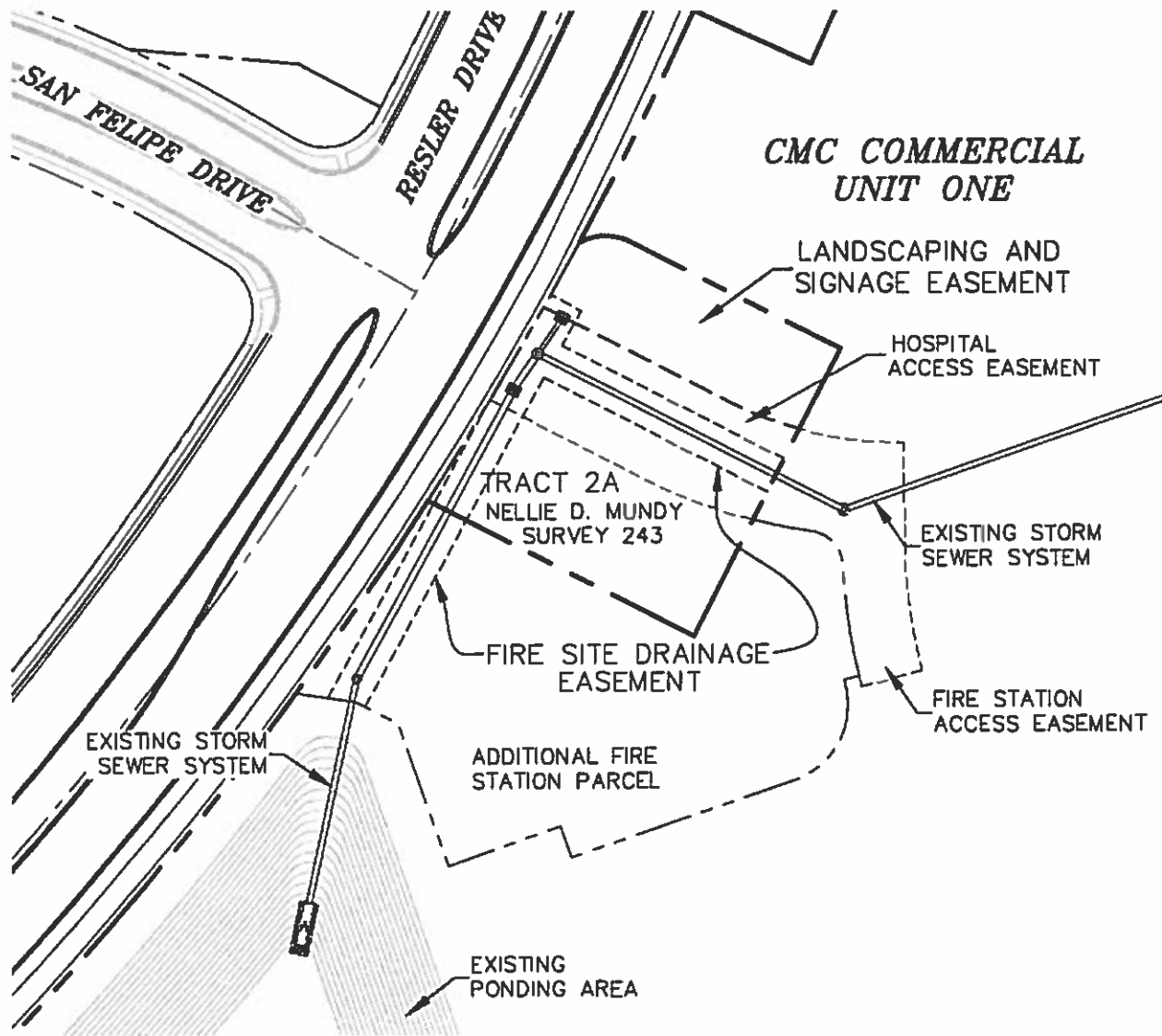
**THENCE**, South  $27^{\circ}05'10''$  West, continuing along said boundary, a distance of 48.96 feet;

**THENCE**, 41.26 feet along the arc of a curve to the right, having a radius of 200.06 feet, a central angle of  $11^{\circ}48'59''$ , and a chord which bears North  $68^{\circ}33'38''$  West, a distance of 41.19 feet;

**THENCE**, North  $62^{\circ}54'50''$  West, a distance of 112.84 feet to the **POINT OF BEGINNING** of this description.

Said parcel of land contains 0.183 acres (7,964 square feet) of land more or less.

**EXHIBIT C-4**  
**Fire Station Drainage Easement and**  
**Hospital Drainage Easement Parcel**





The parcel of land herein described is a 0.174-acre portion of Lot 1, Block 1 CMC Commercial (Clerk's File No. 20140066614, Plat Records, El Paso County, Texas) and Tract 2A, Nellie D. Mundy Survey 243 (February 27, 1989, Book 2026, Page 374, Deed Records, El Paso County, Texas), El Paso, El Paso County, Texas, and is more particularly described by metes and bounds as follows:

**COMMENCING** at the southerly intersection of the common boundary between CMC Commercial and Tract 2A, Nellie D. Mundy Survey 243 and the easterly right-of-way of Resler Drive (130-foot right-of-way, January 8, 2002, Book 4158, Page 910, Deed Records, El Paso County, Texas); Thence, 61.89 feet along said right-of-way and along an arc of a curve to the left, having a radius of 2065.00 feet, a central angle of  $1^{\circ}43'02''$ , and a chord which bears North  $31^{\circ}55'29''$  East, a distance of 61.89 feet to the **POINT OF BEGINNING** of this description;

**THENCE**, 68.42 feet continuing along said right-of-way and along the arc of a curve to the left, having a radius of 2065.00 feet, a central angle of  $1^{\circ}53'54''$ , and a chord which bears North  $30^{\circ}07'01''$  East, a distance of 68.41 feet;

**THENCE**, South  $60^{\circ}44'54''$  East, a distance of 18.71 feet;

**THENCE**, South  $29^{\circ}15'06''$  West, a distance of 21.31 feet;

**THENCE**, South  $62^{\circ}54'50''$  East, a distance of 135.63 feet to the common boundary between CMC Commercial and Tract 2A, Nellie D. Mundy Survey 243;

**THENCE**, South  $27^{\circ}05'10''$  West, along said boundary, a distance of 20.00 feet;

**THENCE**, North  $62^{\circ}54'50''$  West, a distance of 136.38 feet;

**THENCE**, South  $28^{\circ}42'10''$  West, a distance of 203.21 feet;

**THENCE**, North  $62^{\circ}54'50''$  West, a distance of 5.66 feet;

**THENCE**, North  $81^{\circ}26'48''$  West, a distance of 15.28 feet;

**THENCE**, North  $28^{\circ}42'10''$  East, a distance of 181.74 feet to the **POINT OF BEGINNING** of this description.

Said parcel of land contains 0.174 acres (7,591 square feet) of land more or less.