

**RESOLUTION**

**WHEREAS**, on November 10, 2010, the State of Texas, through the Texas Department of Transportation (“TxDOT”) and the City of El Paso (“City”) entered into a Multiple Use Agreement (“MUA”); and

**WHEREAS**, through the MUA, the City was permitted to construct, maintain, and operate a public parking lot on the right of way on Spur 601 for use by the City and public at the City Animal Shelter; and

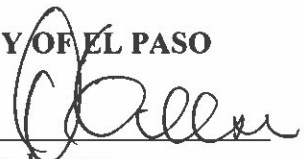
**WHEREAS**, the City desires to construct additional parking that is not authorized under the Multiple Use Agreement; and

**WHEREAS**, TxDOT agrees to permit the City to construct, operate, and maintain additional parking space on the Spur 601 right of way.

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

**THAT** the City Manager is authorized to sign an Amendment to the Multiple Use Agreement between the City of El Paso and the State of Texas, on behalf of the Texas Department of Transportation, to permit the City of El Paso to design, construct, operate and maintain additional public parking on the Spur 601 right of way.

**APPROVED** this 6<sup>th</sup> day of December 2022.


**CITY OF EL PASO**  
  
\_\_\_\_\_  
Oscar Leeser  
Mayor

**ATTEST:**  
  
\_\_\_\_\_  
Laura D. Prine  
City Clerk

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Roberta Brito  
Assistant City Attorney

**APPROVED AS TO CONTENT:**  
Assistant Director Capital Improvement

  
\_\_\_\_\_  
Yvette Hernandez, P.E.  
City Engineer



AMENDMENT TO MULTIPLE USE AGREEMENT

STATE OF TEXAS §

COUNTY OF TRAVIS §

WHEREAS, on the November 10, 2010, the Texas Department of Transportation, the "State", and the City of El Paso, Texas, the "City", entered into a Multiple Use Agreement to allow the City use of state highway right of way; and

WHEREAS, the State, under the aforementioned Agreement, authorized the City the use of right of way on Spur 601 Control Section No. RM 20.70 for the purpose of a Public Parking Facility; and

WHEREAS, the City desires to construct additional parking in the right way not authorized under the Multiple Use Agreement; and

WHEREAS, the City and the State agree to amend the existing Multiple Use Agreement;

AGREEMENT

NOW, THEREFORE, in consideration of the premises and mutual covenants and agreements of the parties hereto to be by them respectively kept and performed, as hereinafter set forth, the City and State do mutually agree to the amendment as follows:

- 1. Design, construct, operate and maintain additional public parking facility

In all other respects, the Agreement shall remain in force and effect without change.

IN TESTIMONY WHEREOF, the parties hereto have caused this amendment to be executed in duplicate. The Amendment becomes effective when last executed.

THE CITY of El Paso, Texas

By: City Manager

Tomas Gonzalez Printed Name

Date:

**THE STATE OF TEXAS**

Executed and approved for the  
Texas Transportation Commission  
for the purpose and effect of  
activating and/or carrying out the  
orders, and established policies or  
work programs heretofore approved  
and authorized by the Texas  
Transportation Commission.

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

\_\_\_\_\_  
Printed name

Date: \_\_\_\_\_

Approval Recommended:

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

District Engineer

\_\_\_\_\_  
Printed Name

Date: \_\_\_\_\_



# MEMORANDUM

**TO:** Robert D. Blackwell, P.E., R.P.L.S.                      **DATE:** December 10, 2010

**FROM:** Margaret A. Moore, P.E.

**SUBJECT:** Proposed Multiple Use Agreement  
City of El Paso—Animal Shelter  
Public Parking Facility—Spur 601, RM 20.70  
El Paso County, El Paso District

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As requested, we have reviewed the above mentioned multiple use agreement and find it to be satisfactory from a traffic engineering standpoint.

If you have any questions, please call Brian Stanford at (512) 416-3122 or me at (512) 416-3135.

*Margaret A. Moore, P.E.*



# MEMORANDUM

FILE COPY

**TO:** Margaret A. Moore, P.E.

**DATE:** November 30, 2010

**FROM:** Robert D. Blackwell, P.E., R.P.L.S.

A handwritten signature in black ink, appearing to read "RDB", written over the printed name of Robert D. Blackwell.

**SUBJECT:** Proposed Multiple Use Agreement  
City of El Paso – Animal Shelter  
Public Parking Facility – Spur 601, RM 20.70  
El Paso County, El Paso District

---

Attached is a proposed Multiple Use Agreement between the State and City of El Paso and the El Paso County Health and Environmental District Animal Shelter to construct a public parking facility on the row of Spur 601, rm 20.70.

We would appreciate your review and comments concerning this Agreement.

Should you have any questions, please contact me, or Daviette Gilbert, at 416-3185.

Attachments

FILE COPY



## MEMORANDUM

**TO:** Thomas D. Beeman, P.E.

**DATE:** November 30, 2010

**FROM:** Robert D. Blackwell, P.E., R.P.L.S.

A handwritten signature in black ink, appearing to read "RDB", positioned to the right of the "FROM:" field.

**SUBJECT:** Proposed Multiple Use Agreement  
City of El Paso – Animal Shelter  
Public Parking Facility – Spur 601, RM 20.70  
El Paso County, El Paso District

---

Attached is a proposed Multiple Use Agreement between the State and City of El Paso and the El Paso County Health and Environmental District Animal Shelter to construct a public parking facility on the row of Spur 601, rm 20.70.

We would appreciate your review and comments concerning this Agreement.

Should you have any questions, please contact me, or Daviette Gilbert, at 416-3185.

Attachments

### Multiple Use Agreement Log

AGENCY: City of El Paso - Animal Shelter

TYPE OF FACILITY: Public Parking Facility

HIGHWAY: Spur 601, RM 20.70

COUNTY & DISTRICT: El Paso County, El Paso

DATE RECEIVED FROM DISTRICT: 11/30/10

DIVISION	DATE REFERRED	DATE RETURNED	COMMENTS
TRF	11/30/10	12/13/10	
DES	11/30/10	12/2/10	
BRG			
ENV			
GSD-Contract Services			
FHWA			
Other			

DATE EXECUTED MUA RETURNED TO DISTRICT: 12/13/10

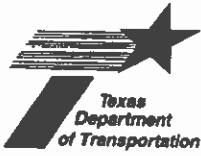
OTHER ACTION TAKEN: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

FILE COPY



# MEMORANDUM

**TO:** Charles H. Berry, Jr., P.E.  
Attn: Leopoldo Betancourt, P.E.

**DATE:** December 13, 2010

**FROM:** Toribio Garza, Jr., P.E. *Toribio Garza, Jr., P.E.*

**SUBJECT:** Multiple Use Agreement  
City of El Paso – Animal Shelter  
Spur 601, RM 20.70  
Parking Facility

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Attached are two fully executed originals of the abovementioned Agreement. We have made and retained a copy for our files.

Should you have any questions, please feel free to contact Daviette Gilbert at (512) 416-3185.

Attachment



FILE COPY

CITY CLERK DEPT  
10 OCT 19 AM 8:46

**MULTIPLE USE AGREEMENT**

**STATE OF TEXAS §**

**COUNTY OF TRAVIS §**

**THIS AGREEMENT** made by the State of Texas by and between the Texas Department of Transportation, hereinafter referred to as "State", party of the first part, and the City of El Paso, hereinafter called "City", party of the second part, is to become effective when fully executed by both parties.

**WITNESSETH**

**WHEREAS**, on the 2<sup>nd</sup> day of November 2010, the governing body for the City of El Paso, passed a Resolution hereinafter identified by reference, authorizing the City's participation in this agreement with the State: and

**WHEREAS**, the City has requested the State to permit the construction maintenance and operation of a public parking lot on the highway right-of-way, (General description of Area)

On Spur 601, at Reference Marker 20.700

Shown graphically by the preliminary conceptual site plan in Exhibit "A" and being more specifically described by metes and bounds of Exhibit "B", which are attached and part hereof; and

**WHEREAS**, The State has indicated its willingness to approve the establishment of such facilities and other uses conditioned that the City will enter into agreements with the State for the purpose of determining the respective responsibilities of the City and the State will reference thereto, and conditions that such uses are in the public interest and will not damage the highway facilities, impair safety, impede maintenance or in any way restrict the operation of the highway facility, all as determined from engineering and traffic investigations conducted by the State.

**AGREEMENT**

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants and agreements of the parties hereto to be by them respectively kept and performed as hereinafter set forth, it is agreed as follows:

**1. DESIGN AND CONSTRUCTION**

The City will prepare or provide for the construction plans for the facility, and will provide for the construction work as required by said plans at no cost to the State. Said plans shall include the design of the access control, necessary horizontal and vertical clearances for highway structures, adequate landscape treatment, adequate detail to ensure compliance with applicable structural design standards, sufficient traffic control provisions, and general layout. They shall also delineate and define the construction responsibilities of both parties hereto. Completed plans will be submitted to State for review and approval and when approved shall be attached to the agreement and made a part thereof in all respects. Construction shall not commence until plans have been approved by the State. Any future revisions or additions shall be made after prior written approval of the State.

**2. INSPECTION**

Ingress and egress shall be allowed at all times to such facility for Federal Highway Administration personnel and State Forces and equipment when highway maintenance operations are necessary, and for inspection purposes; and upon request, all parking or other activities for periods required for such operations will be prohibited.

The state auditor may conduct an audit or investigation of any entity receiving funds from the state directly under the contract or indirectly through a subcontract under the contract. Acceptance of funds directly under the contract or indirectly through a subcontract under this contract acts as acceptance of the authority of the state auditor, under the direction of the legislative audit committee, to conduct an audit or investigation in connection with those funds. An entity that is the subject of an audit or investigation must provide the state auditor with access to any information the state auditor considers relevant to the investigation or audit.

### **3. PARKING REGULATIONS**

Parking regulations shall be established limiting parking to single unit motor vehicles of size and capacity no greater than prescribed for 11/2 ton trucks, such vehicles to conform in size and use to governing laws. Parking shall be permitted only in marked spaces.

Parking shall be prohibited when a security threat, as determined by TxDOT, exists.

### **4. PROHIBITION/SIGNS**

Regulations shall be established prohibiting the parking of vehicles transporting flammable or explosive loads and prohibiting use of the area in any manner for peddling, advertising or other purposes not in keeping with the objective of a public facility. The erection of signs other than those required for proper use of the area will be prohibited. All signs shall be approved by the State prior to the actual erection.

### **5. RESPONSIBILITIES**

Maintenance and operation of the facility shall be entirely the responsibility of the City. Such responsibility shall not be transferred, assigned or conveyed to a third party without the advanced written approval of the State. Further, such responsibility shall include picking up trash, mowing and otherwise keeping the facility in a clean and sanitary condition, and surveillance by police patrol to eliminate the possible creation of a nuisance or hazard to the public. Hazardous or unreasonably objectionable smoke, fumes, vapor or odors shall not be permitted to rise above the grade line of the highway, nor shall the facility subject the highway to hazardous or unreasonably objectionable dripping, droppings or discharge of any kind, including rain or snow.

### **6. FEES**

Any fees levied for use of the facilities in the area shall be nominal and no more than are sufficient to defray the cost of construction, maintenance and operations thereof, and shall be subject to State approval.

### **7. TERMINATION UPON NOTICE**

This provision is expressly made subject to the rights herein granted to both parties to terminate this agreement upon notice, and upon the exercise of any such right by either party, all obligations herein to make improvements to said facility shall immediately cease and terminate.

### **8. MODIFICATION/TERMINATION OF AGREEMENT**

If in the sole judgment of the State it is found at any future time that traffic conditions have so changed that the existence or use of the facility is impeding maintenance, damaging the highway facility, impairing safety or that the facility is not being properly operated, that it constitutes a nuisance, is abandoned, or if for any other reason it is the State's judgment that such facility is not in the public interest, this agreement under which the facility was constructed may be: (1) modified if corrective measures acceptable to both parties can be applied to eliminate the objectionable features of the facility; or (2) terminated and the use of the area as proposed herein discontinued.

## **9. PROHIBITION OF STORAGE OF FLAMMABLE MATERIALS**

All structures located or constructed within the area covered by the agreement shall be fire resistant. The storage of flammable, explosive or hazardous materials is prohibited. Operations deemed to be a potential fire hazard shall be subject to regulation by the State.

## **10. RESTORATION OF AREA**

The City shall provide written notification to the State that such facility will be discontinued for the purpose defined herein. The City shall, within thirty (30) days from the date of said notification, clear the area of all facilities that were its construction responsibility under this agreement and restore the area to a condition satisfactory to the State.

## **11. PREVIOUS AGREEMENTS**

It is understood that this agreement in no way modifies or supersedes the terms and provisions of any existing agreements between the parties hereto.

## **12. INDEMNIFICATION**

The City acknowledges that it is not an agent, servant or employee of the State, and that it is responsible for its own acts and deeds and for those of its agents or employees during the performance of contract work.

Neither party hereto intends to waive, relinquish, limit or condition its right to avoid any such liability by claiming its governmental immunity.

When notified by the State to do so, the other party hereto shall within thirty (30) days from receipt of the State's written notification pay the State for the full cost of repairing any damages to the highway facility which may result from its construction, maintenance or operation of the facility, and shall promptly reimburse the State for costs of construction and/or repair work made necessary by reason of such damages.

Nothing in this agreement shall be construed as creating any liability in favor of any third party against the State and the City. Additionally, this agreement shall not ever be construed as relieving any third party from any liability against the State and the City, but the City shall become fully subrogated to the State and shall be entitled to maintain any action over and against the third party which may be liable for having caused the City to pay or disburse any sum of money hereunder.

## **13. INSURANCE**

The City of El Paso shall provide necessary safeguards to protect the public on State maintained highways including adequate insurance for payment of any damages which might result during the construction, maintenance and operation of the facility occupying such airspace or thereafter, and to save the State harmless from damages, to the extent of said insurance coverage and insofar as it can legally do so. Prior to beginning work on the State's right of way, the City's construction contractor shall submit to the State a completed insurance form (TxDOT Form No. 1560) and shall maintain the required coverage during the construction of the facility.

## **14. USE OF RIGHT OF WAY**

It is understood that the State by execution of this agreement does not impair or relinquish the State's right to use such land for highway purposes when it is required for the construction or re-construction of the traffic facility for which it was acquired, nor shall use of the land under such agreement ever be construed as abandonment by the State of such land acquired for highway purposes, and the State does

not purport to grant any interest in the land described herein but merely consents to such use to the extent its authority and title permits.

#### **15. ADDITIONAL CONSENT REQUIRED**

The State asserts only that it has sufficient title for highway purposes. The City shall be responsible for obtaining such additional consent, permits or agreement as may be necessary due to this agreement. This includes, but is not limited to, appropriate permits and clearances for environmental, ADA and public utilities.

#### **16. FHWA ADDITIONAL REQUIREMENTS**

If the Facility is located on the Federal-Aid Highway System, "ATTACHMENT A", which states additional requirements as set forth in the Federal Highway Administration's Title 23, Code of Federal Regulations, § 710, shall be attached to and become a part of this agreement.

#### **17. CIVIL RIGHTS ASSURANCES**

The City, for itself, its personal hereby covenant and agree as a covenant running with the land that: (1) no persons, on the grounds of race, color, sex, age, national origin, religion or disabling condition, shall be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in the use of said facility; (2) that in the construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the ground of race, color, sex, age, national origin, religion or disabling condition, shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; (3) that the City shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Non-discrimination in Federally-Assisted programs of the Department of Transportation - Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

That if in the event of any breach of the above non-discrimination covenants, the State shall have the right to terminate the agreement and reenter and repossess said land and the facilities thereon, and hold the same as if said agreement had never been made or issued.

#### **18. AMENDMENTS**

Any changes in the time frame, character or responsibilities of the parties hereto shall be enacted by a written amendment executed by both parties hereto.

#### **19. LEGAL CONSTRUCTION**

In case one or more of the provisions contained in this agreement shall for any reason be held invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any provision hereof and this agreement shall be construed as if such invalid, illegal, or unenforceable provision had never been contained in this agreement.

**20. NOTICES**

All notices required under this agreement shall be mailed or hand delivered to the following respective addresses:

**STATE**  
(Mailing Address)

Texas Department of Transportation  
Maintenance Division  
125 East 11th Street  
Austin, Texas 78701-2483

**CITY OF EL PASO**  
(Mailing Address)

City of El Paso  
City Manager  
2 Civic Center Plaza  
El Paso, TX 79901

**21. WARRANTS**

The signatories to this agreement warrant that each has the authority to enter into this agreement on behalf of the party represented.

List of Attached Exhibits attached hereto and incorporated herein as though set forth in full:

- Exhibit A - General Layout
- Exhibit B - Metes and Bounds Description
- Exhibit C - Approved Construction Plans
- Exhibit D - Certificate of Insurance (TxDOT Form 1560)
- Exhibit E - Attachment A (FHWA Additional Requirements)
- Exhibit F - Definitions and Clarifications

IN WITNESS WHEREOF, the parties have hereunto affixed their signature, the City of El Paso on the 2<sup>nd</sup> day of November, 2010 and the State on the 13<sup>th</sup> day of December, 2010.

City of El Paso

**STATE OF TEXAS**

By: *John F. Cook*  
John F. Cook, Mayor  
Date: November 2, 2010

Executed and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, and established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: *Toribio Garza, Jr., P.E.*  
Director, Maintenance Division  
Toribio Garza, Jr., P.E.  
Printed Name  
12/14/, 2010  
Date

**SIGN  
HERE**



**APPROVAL RECOMMENDED:**

*Charles H. Berry, P.E.*  
District Engineer  
Charles Berry, P.E.  
Printed Name  
11/19/, 2010  
Date

CITY CLERK DEPT.  
10 OCT 19 AM 8:47


**IN WITNESS WHEREOF**, the parties have hereunto affixed their signature, the City of El Paso on the \_\_\_\_\_ day of \_\_\_\_\_, 2010, and the State on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**RECOMMENDED BY:**

APPROVED AS TO FORM:

  
Mark Shoemith  
Assistant City Attorney

APPROVED AS TO CONTENT:

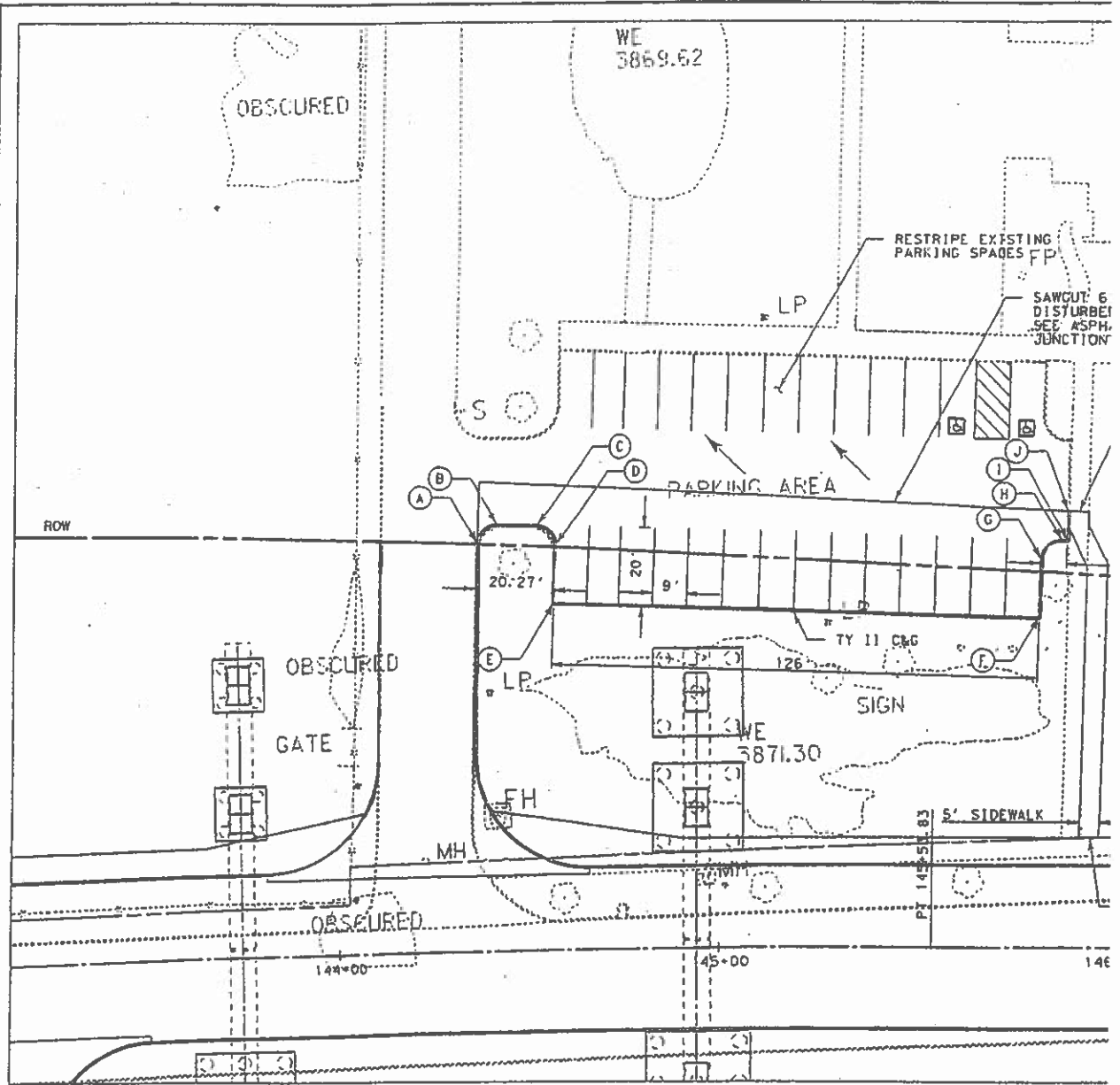
  
R. Alan Shubert, P.E.  
City Engineer

CITY CLERK  
10 OCT 19 AM 8:47

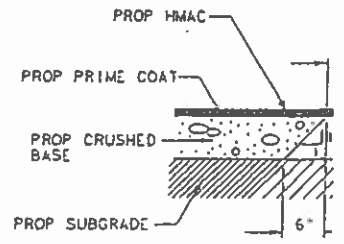
7/29/2008 5:04:30 PM Vanessa Rosales

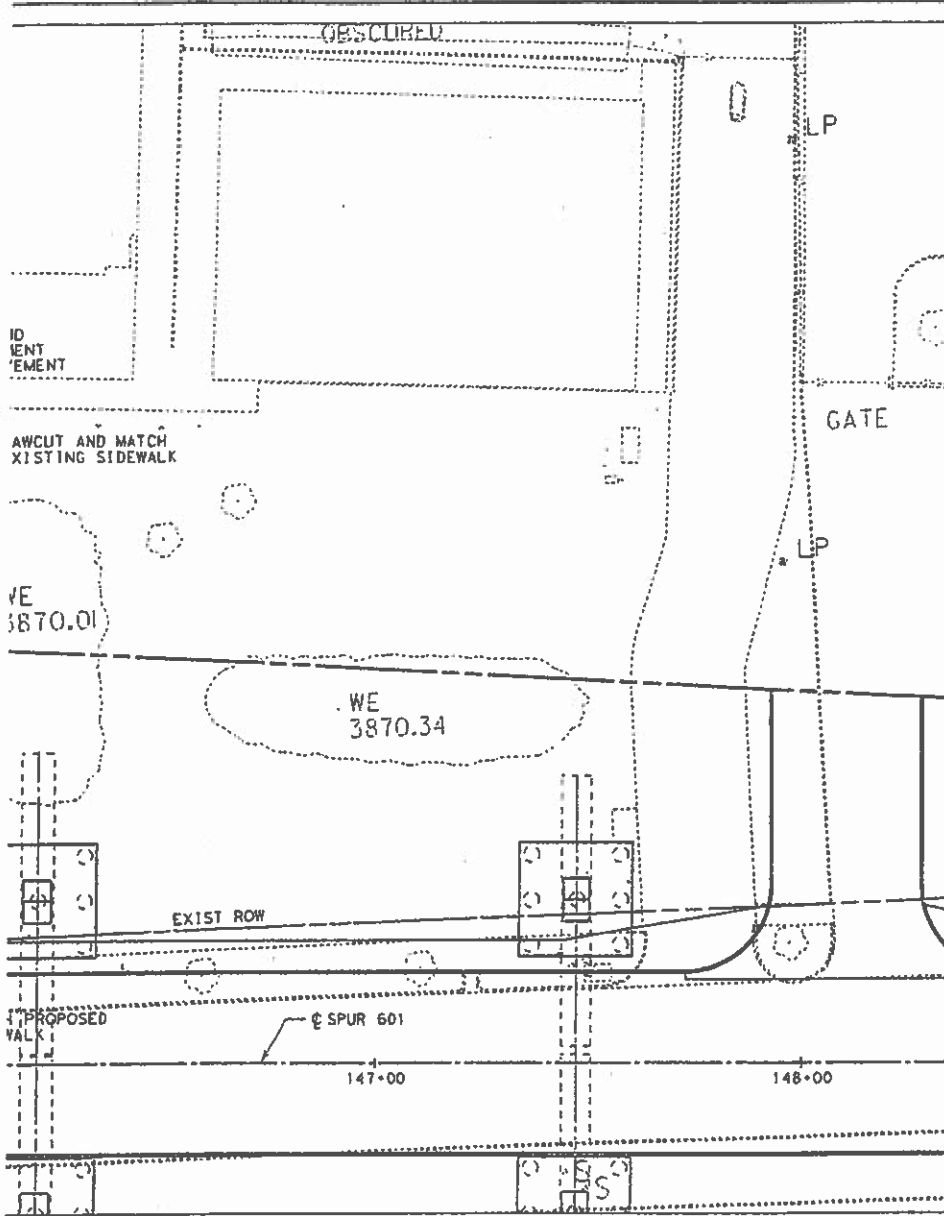
7/29/2008

Vanessa Rosales\PROJECTS\ASPHALT PAVEMENT LAYOUT.dgn



POINT DATA				
CODE	DESC	NORTHING	EASTING	ELEV
A	PC	10,682,363.2998	405,106.6173	3871.79
B	PT	10,682,368.1038	405,111.9254	3871.70
C	PC	10,682,367.4643	405,122.1744	3871.61
D	PT	10,682,362.1626	405,126.8533	3871.61
E	POT	10,682,347.1917	405,125.9192	3871.78
F	POT	10,682,339.3449	405,251.6746	3871.69
G	PC	10,682,354.3158	405,252.6088	3871.58
H	PT	10,682,358.9948	405,257.9106	3871.68
I	POT	10,682,358.9065	405,259.3247	3871.66
J	POT	10,682,366.5244	405,259.8000	3871.66





**LEGEND**

→ FLOW

**NOTES**

1. ALL DIMENSIONS ARE TO NOMINAL FACE OF CURB.
2. ALL ELEVATIONS ARE TO TOP OF CURB.
3. CONTRACTOR SHALL COORDINATE ALL CONSTRUCTION ACTIVITIES WITH THE EL PASO ANIMAL SHELTER.
4. ALL PARKING SPACES ARE 9' X 20'.
5. REPLACE PAVEMENT MARKINGS IN KIND.

MELINDA A. STECKMEST,  
 TX. REG. 91655  
 FOR REVIEW ONLY  
 NOT FOR BIDDING  
 PERMITS OR  
 CONSTRUCTION  
 7/29/2008

NO.	DATE	REVISION	APPROVED

Texas Department of Transportation  
 © 2007

**URS  
 KBR**

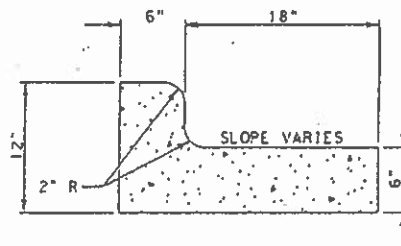
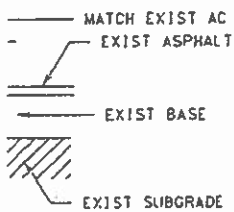
Engineered by KBR Technical Services, Inc

SPUR 601  
 EP ANIMAL SHELTER  
 PARKING LOT

LAYOUT AND GRADING

PARKING LAYOUT.dgn

STATE	DIST.	COUNTY
TEXAS	ELP	EL PASO



T JUNCTION

CURB AND GUTTER DETAIL

NTS



# EXHIBIT

Page 1 of 3  
Parcel 4

## B

County: El Paso  
Parcel No.: 4  
Highway: State Spur 601  
Limits: From: Sta. 118+03.87  
To: Sta. 495+95.22  
RCSJ: 1046-03-002  
CCSJ: 1046-03-001  
OWNER: City of El Paso, Texas

CITY CLERK DEPT.  
08 FEB - 7 AM 10:36

### PROPERTY DESCRIPTION FOR PARCEL 4 (TOTAL ACREAGE 95.646 ACRES)

#### PARCEL 4-PART 4 (0.814 ACRE)

DESCRIPTION OF A 0.614 ACRE TRACT OF LAND LOCATED IN SECTION 17, BLOCK 81, TOWNSHIP 2, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, EL PASO COUNTY, TEXAS, BEING A PORTION OF A REMAINDER OF A CALLED 20.13 ACRE TRACT OF LAND DESCRIBED IN AN UN-RECORDED RESOLUTION TO THE CITY OF EL PASO, DATED JUNE 21, 1957, BEING FURTHER DESCRIBED AS A CALLED 4.747 ACRE TRACT OF LAND, ORDINANCE NO. 15477, EL PASO CITY/COUNTY HEALTH AND ENVIRONMENTAL DISTRICT ANIMAL SHELTER FACILITY, DATED JULY 1, 2003, SAID 0.814 ACRE TRACT, AS SHOWN ON A RIGHT-OF-WAY SKETCH PREPARED BY SAM, INC. FOR THIS PARCEL, BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS:

BEGINNING at a 5/8-inch iron rod with a "SAM Inc" aluminum cap set in the proposed north right-of-way line of State Spur 601, being 105.82 feet left of State Spur 601 Survey Baseline station 144+03.11, same being in the west line of said 4.747 acre tract and the east line of a called 4.00 acre tract of land, described in the deed to Humane Society of El Paso, Inc., as recorded in Document No. 20040060034, of the Official Public Records of Real Property El Paso County, Texas, same being the northwest corner and the POINT OF BEGINNING of the tract described herein, from which a 5/8-inch iron rod with a cap found stamped SLI, for the common north corner of said 4.00 acre tract and said 4.747 acre tract bears N 02° 15' 43" E, a distance of 459.60 feet;

THENCE with said proposed north right-of-way line, crossing through the interior of said 4.747 acre tract, the following two (2) courses and distances:

1. with the arc of a curve to the right, a distance of 73.52 feet, through a central angle of 01° 27' 35", having a radius of 2885.88 feet, and whose chord bears S 85° 47' 35" E, a distance of 73.52 feet to a 5/8-inch iron rod with a "SAM Inc" aluminum cap set, for a point of tangency, and
2. S 85° 03' 47" E, a distance of 322.57 feet to a 5/8-inch iron rod with a "SAM Inc" aluminum cap set 86.02 feet left of State Spur 601 Baseline station 147+98.62, in the east line of said 4.747 acre tract, same being the west line of a remainder of a called 7.0 acre tract of land, described in an un-recorded Joint Resolution of the Public Service Board and the City of El Paso from Jurisdiction of the PSB to the City of El Paso for use by Sun Metro Mass Transit, Dated November 11, 1998;

THENCE leaving said proposed north right-of-way line, with the common line of said 4.747 acre tract and said 7.0 acre tract, S 01° 54' 58" W, a distance of 49.38 feet to a 1/2-inch iron rod with a "SAM Inc." plastic cap set for the south common corner of said 4.747 acre tract and said 7.0 acre tract, same being in the existing north right-of-way line of Fred Wilson Avenue, a varying width right-of-way;

THENCE with said existing north right-of-way line, S 89° 40' 25" W, a distance of 396.40 feet to a 1/2-inch iron rod found for the southwest corner of said 4.747 acre tract, same being in the east line of a called 0.3917 acre general easement, described in the deed to Humane Society of El Paso, as recorded in Document No. 20040060034, of the Official Public Records of Real Property El Paso County, Texas, from which a 1/2-inch iron rod found for a southeast corner of said 0.3917 acre general easement, bears S 02° 15' 43" W, a distance of 10.04 feet;

THENCE leaving said existing north right-of-way line, with the common line of said 0.3917 general easement tract, N 02° 15' 43" E, passing at a distance of 40.09 feet a 1/2-inch iron rod found for the southeast corner of said 4.00 acre tract, continuing in all a total distance of 84.83 feet to the POINT OF BEGINNING, and containing 0.614 acres of land, more or less.

This property description is accompanied by a separate plat of even date.

Bearings and Coordinates are based on the Texas State Plane Coordinate System, NAD 83, Central Zone and adjusted to surface using a Combined Scale Factor of 1.00023100 as surveyed from NGS Triangulation Station ELP A (PID# AB8586) and NGS Benchmark Disk X 1118 (PID# CE0141). Bearing and Distance between ELP A AND X 1118 based on published Grid Coordinates is S 85° 19' 04" E, 28,662.24'.

THE STATE OF TEXAS  
COUNTY OF TRAVIS

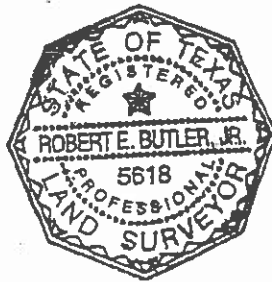
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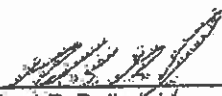
KNOW ALL MEN BY THESE PRESENTS:

That I, Robert E. Butler, Jr., a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

WITNESS MY HAND AND SEAL at Austin, Travis County, Texas this the 29<sup>th</sup> day of June, 2007 A.D.

SURVEYING AND MAPPING, Inc.  
5508 West Highway 290, Building B  
Austin, Texas 78735



  
Robert E. Butler, Jr.  
Registered Professional Land Surveyor  
No. 5618 - State of Texas

CITY CLERK DEPT.  
OFFICE - 7. AM 10:37

EXHIBIT

# EXHIBIT

B

STATE SPUR 601 SURVEY  
 BASELINE CURVE DATA  
 PISlo 141+35.18  
 D = 7' 15" 00.46" (RT)  
 Δ = 20' 00.00"  
 L = 543.76'  
 T = 272.24'  
 R = 4,297.18'  
 PC Sta 138+62.94  
 PT Sta 144+06.70



EL PASO COUNTY, TEXAS

## LEGEND

- TYPE I CONCRETE MONUMENT FOUND
- ▣ TYPE II CONCRETE MONUMENT FOUND UNLESS NOTED
- ⊕ TYPE II CONCRETE MONUMENT SET
- 1/2" PIPE FOUND UNLESS NOTED
- 3/4" IRON ROD W/SAM INC. ALUMINUM CAP SET UNLESS NOTED
- 1/2" IRON ROD FOUND UNLESS NOTED
- FENCE POST FOUND UNLESS NOTED
- CALCULATED POINT UNLESS NOTED
- ▲ 60 D NAIL FOUND UNLESS NOTED
- ▲ 1/2" IRON ROD W/SAM INC. PLASTIC CAP SET UNLESS NOTED
- 3/4" IRON ROD W/SAM INC. ALUMINUM CAP SET STAMPED "ADL" UNLESS NOTED
- PROPERTY LINE
- CENTER LINE
- ( ) RECORD INFORMATION
- P.O.B. POINT OF BEGINNING
- P.O.C. POINT OF COMMENCING
- P.O.R. POINT OF REFERENCE
- ADL ACCESS DENIAL LINE
- IRF IRON ROD FOUND
- IRP IRON PIPE FOUND
- ACCESS DENIAL LINE
- D.R.E.C.TX. DEED RECORDS EL PASO COUNTY, TEXAS
- P.R.E.C.TX. PLAT RECORDS EL PASO COUNTY, TEXAS
- O.P.R.E.C.TX. OFFICIAL PUBLIC RECORDS EL PASO COUNTY, TEXAS
- O.P.R.R.P.E.C.TX. OFFICIAL PUBLIC RECORDS OF REAL PROPERTY EL PASO COUNTY, TEXAS

CALLED 4.00 ACRES  
 HUMANE SOCIETY OF EL PASO, INC.  
 DOC. NO. 20040080034  
 O.P.R.R.P.E.C.TX.  
 APRIL 12, 2004

P.O.R.  
 5/8" IRF  
 W/CAP (SLI)

20' ACCESS EASEMENT  
 CROWN CASTLE GT COMPANY LLC  
 DOC. NO. 20020050506  
 O.P.R.R.P.E.C.TX.

SECTION 17  
 BLOCK 81, TSP 2

REMAINDER OF A  
 CALLED 20.13 ACRES  
 CITY OF EL PASO  
 JUNE 21, 1957  
 FURTHER DESCRIBED AS  
 A CALLED 4.747 ACRES  
 ORDINANCE NO. 15477  
 EL PASO CITY/COUNTY HEALTH AND  
 ENVIRONMENTAL DISTRICT  
 ANIMAL SHELTER FACILITY  
 JULY 1, 2003

PROPOSED  
 R.O.W. LINE

P.O.B.  
 144+03.31  
 105.82' LT

PARKING AREA  
 144+76.49  
 102.91' LT S85° 03' 47" E 322.57'

PART 4  
 0.614 ACRE

PART 3  
 EXISTING R.O.W. LINE

PT Sta 144+06.70

FRED WILSON AVE.

(VARYING WIDTH R.O.W.)  
 (APPROXIMATE LOCATION OF SECTION LINE)

REMAINDER OF A  
 CALLED 20.13 ACRES  
 CITY OF EL PASO  
 JUNE 21, 1957

FURTHER DESCRIBED AS  
 A CALLED 7.0 ACRES  
 JOINT RESOLUTION OF THE  
 PUBLIC SERVICE BOARD AND THE CITY  
 OF EL PASO FROM JURISDICTION OF THE  
 PSB TO THE CITY OF EL PASO FOR USE BY  
 SUN METRO MASS TRANSIT  
 NOVEMBER 11TH, 1998

REMAINDER OF A  
 CALLED 9.27 ACRES  
 CITY OF EL PASO  
 JUNE 21, 1957

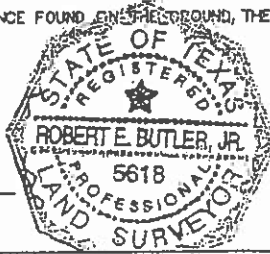
C1  
 DELTA=01° 27' 35" R=2885.88'  
 L=73.52' T=36.76'  
 CB=S85° 47' 35" E C=73.52'

NOTES

1. RECORD INFORMATION OF THIS DRAWING IS BASED ON PUBLIC RECORDS SEARCH BY THE SURVEYOR AND MAY NOT INCLUDE ALL EASEMENTS OR INSTRUMENTS PERTAINING TO THIS PROPERTY.
  2. BEARINGS AND COORDINATES ARE BASED ON THE TEXAS STATE PLANE COORDINATE SYSTEM, NAD 83, CENTRAL ZONE AND ADJUSTED TO SURFACE USING A COMBINED SCALE FACTOR OF 1.00023100 AS SURVEYED FROM NGS TRIANGULATION STATION ELP A (PID# 885588) AND NGS BENCHMARK DISK X 1198 (PID# CED141). BEARING AND DISTANCE BETWEEN ELP A AND X 1198 BASED ON PUBLISHED GRID COORDINATES IS S85° 10' 04" E, 28,562.24'.
  3. IMPROVEMENTS SHOWN HEREON ARE BASED UPON TXDOT AERIAL SURVEY DIGITAL FILES SUPPLEMENTED BY ON-THE-GROUND SURVEY BY SAM, INC. AND/OR LANDTECH. THERE MAY BE ADDITIONAL IMPROVEMENTS THAT ARE NOT SHOWN.
  4. VISIBLE UTILITIES SHOWN HEREON ARE BASED UPON VISIBLE EVIDENCE FOUND ON THE GROUND, THERE MAY BE ADDITIONAL UNDERGROUND UTILITIES THAT ARE NOT SHOWN.
  5. PROPERTY DESCRIPTION OF EVEN DATE ACCOMPANIES THIS PLAT.
- I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION, AND THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

ROBERT E. BUTLER, JR.  
 REGISTERED PROFESSIONAL LAND SURVEYOR  
 NO. 5618, STATE OF TEXAS

06/29/07  
 DATE



L1  
 S01° 54' 58" W  
 49.38'  
 L2  
 S02° 15' 43" W  
 10.04'  
 L3  
 N02° 15' 43" E  
 84.83'

FEB - 7 AM 10:37

PAGE 03 OF 03  
 REF. FIELD NOTE NO. 4460



5508 West Highway 290  
 Building B  
 Aladdin, Texas 76725  
 (817) 447-0573  
 Fax: (817) 326-3029

RIGHT-OF-WAY SKETCH  
 SHOWING PROPERTY OF  
 CITY OF EL PASO  
 EL PASO COUNTY  
 POS. NO. 1046-03-002

EXHIBIT C

**RELEASED FOR CONSTRUCTION**

DQMP #10.06

**PACKAGE DESCRIPTION:**

Animal Shelter Parking Lot

**DATE:**

12/17/2008

The Design Task Manager and URS Design Manager certify that Quality Control activities have been conducted throughout the Design Process in compliance with the Design Quality Management Plan and all contractual requirements. The Design Task Manager and URS Design Manager certify that the deliverable is complete to the appropriate stage of Design, is checked, and is ready to be Released for Construction.

**COMMENTS:**

SIGNED: *Robert Murphy* DATE: 12/17/08  
 Robert Murphy  
 DESIGN TASK MANAGER

SIGNED: *Charles E. Bennett* DATE: 12/17/08  
 Charles E. Bennett, PE  
 URS DESIGN MANAGER

The Design Quality Managers certify that the Work shown conforms to the Contract requirements, that Design Quality Control Procedures have followed the Design Quality Management Plan, that the Responsible Engineer has signed all Drawings prepared under his or her direction, and by signing this release, the Design Quality Manager approves the Audit process and Procedures conducted in support of this release.  
 (For those Drawings and Documents included in the submittal that are prepared by a manufacturer or Supplier or other persons not under his or her direct supervision, the Responsible Engineer shall affix a stamp that indicates the Design shown on the sheet or Document conforms to the overall Design and Contract requirements.)

**COMMENTS:**

SIGNED: *Mark Medina* DATE: 19 Dec 2008  
 Mark Medina, PE  
 DESIGN QUALITY CONTROL MANAGER

SIGNED: *Harold Coppedge* DATE: 12-18-08  
 Harold Coppedge, PE  
 DESIGN QUALITY ASSURANCE MANAGER

The JDA CONSTRUCTION/DESIGN COORDINATOR has verified that:

- Design has undergone constructibility review and is constructible as represented.
- The Released for Construction Packages and working Drawings for the portion of the Project to be constructed are complete and approved

**COMMENTS:**

SIGNED: *Julian Summers* DATE: 1/18/09  
 Julian Summers, PE  
 JDA DESIGN MANAGER

SIGNED: *John Correia* DATE: 1/13/09  
 John Correia  
 JDA CONSTRUCTION/DESIGN COORDINATOR

The TxDOT Project Manager has accepted the Design for construction.

**COMMENTS:**

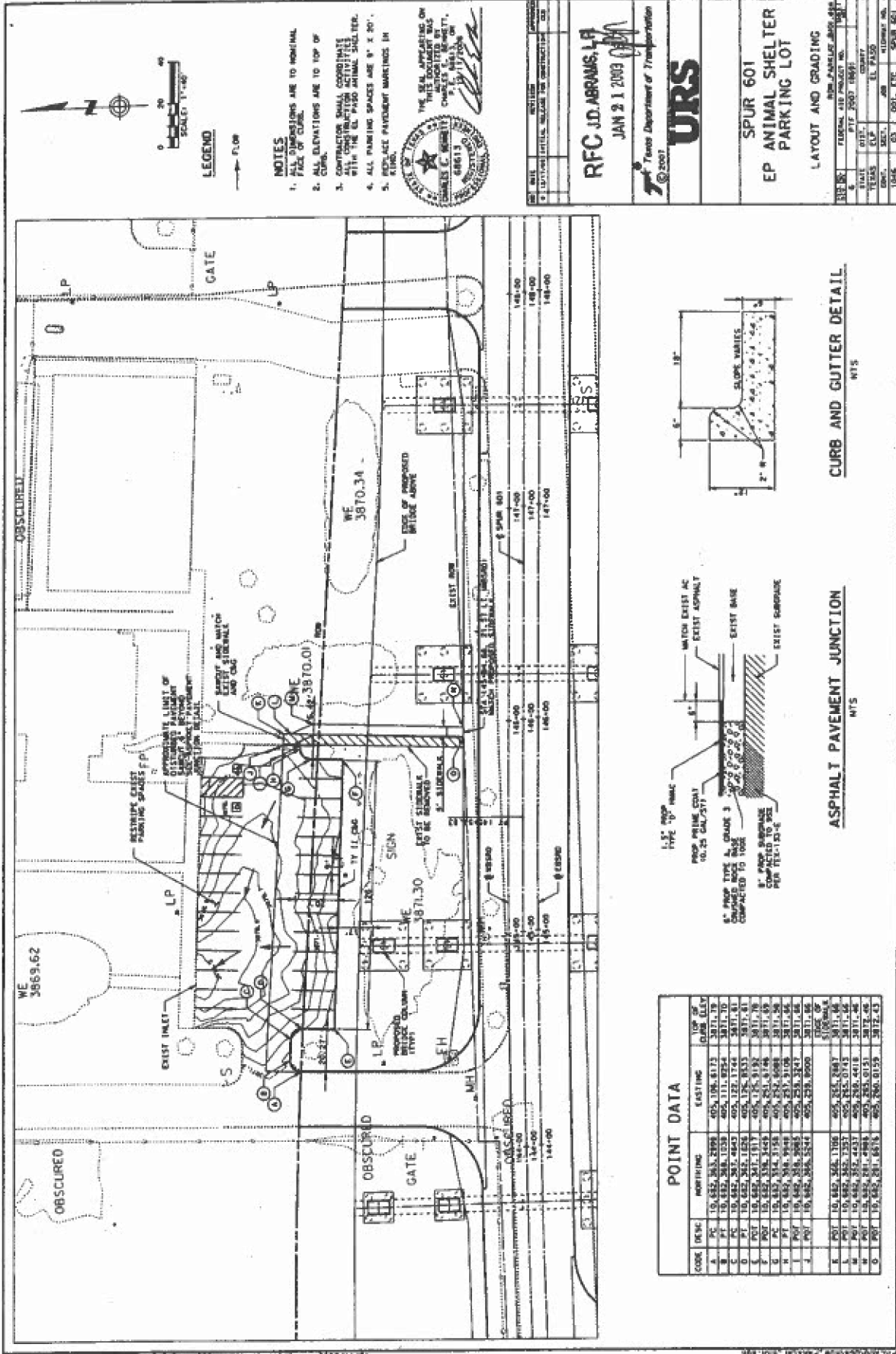
SIGNED: *David Head* DATE: 1/21/09  
 David Head, PE  
 TxDOT PROJECT MANAGER

JAN 21 2009



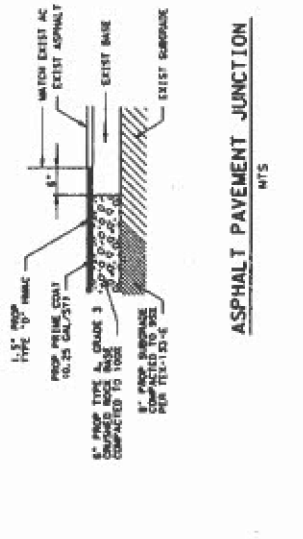
001163

EXHIBIT C



**POINT DATA**

CODE	DESCRIPTION	EASTING	NORTHING	TOP OF CURB ELEV.
A	PC	10,452,353.2898	405,108,817.3	3871.78
B	PC	10,452,353.2898	405,108,817.3	3871.78
C	PC	10,452,353.2898	405,108,817.3	3871.78
D	PT	10,452,353.2898	405,108,817.3	3871.78
E	PC	10,452,353.2898	405,108,817.3	3871.78
F	PC	10,452,353.2898	405,108,817.3	3871.78
G	PC	10,452,353.2898	405,108,817.3	3871.78
H	PC	10,452,353.2898	405,108,817.3	3871.78
I	PC	10,452,353.2898	405,108,817.3	3871.78
J	PC	10,452,353.2898	405,108,817.3	3871.78
K	PC	10,452,353.2898	405,108,817.3	3871.78
L	PC	10,452,353.2898	405,108,817.3	3871.78
M	PC	10,452,353.2898	405,108,817.3	3871.78
N	PC	10,452,353.2898	405,108,817.3	3871.78
O	PC	10,452,353.2898	405,108,817.3	3871.78
P	PC	10,452,353.2898	405,108,817.3	3871.78

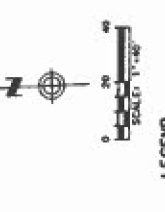


**LEGEND**

→ FLOW

**NOTES**

1. ALL DIMENSIONS ARE TO NOMINAL FACE OF CURB.
2. ALL ELEVATIONS ARE TO TOP OF CURB.
3. CONTRACTOR SHALL COORDINATE WITH THE UTILITY DEPARTMENT FOR ALL UTILITIES.
4. ALL PARKING SPACES ARE 9' x 20'.
5. REPLACE PAVEMENT MARKINGS IN EXISTING PAVED AREAS.



THE SEAL APPEARING ON THIS PLAN IS VALID ONLY IF IT IS AUTHORIZED BY THE STATE ENGINEER OF TEXAS.

STATE ENGINEER OF TEXAS

CHARLES C. WATSON

68613

RFC J.D. ABRAMS, LP  
 JAN 21 2009  
 Texas Department of Transportation

**URS**

SPUR 601  
 EP ANIMAL SHELTER  
 PARKING LOT

LAYOUT AND GRADING

JOB NUMBER: 4901.004  
 FEDERAL AID PROJECT NO.: 1901  
 STATE: TEXAS  
 COUNTY: EL PASO  
 DISTRICT: 33  
 SHEET NO.: 3301.001

EXHIBIT "D"

*Dedicated to Outstanding Customer Service for a Better Community*

**SERVICE SOLUTIONS SUCCESS**



September 13, 2010

Wm. G. Burnett, P.E.  
Vice President - Project Development  
J. E. Abrams, L. P.  
111 Congress Avenue, Suite 2400  
Austin, TX 78701

Mr. Wm. G. Burnett, P.E.,

The purpose of this letter is to verify that the City of El Paso is a governmental entity as that term is defined in the Texas Tort Claims Act and as such operates under a policy of self-insurance. If you have any questions, you may contact me at 915-541-4448.

Respectfully,

*Irene Y. Morales*  
Irene Morales  
Risk Manager  
City of El Paso

Mayor  
John F. Cook

City Council

*District 1*  
Ann Morgan Lilly

*District 2*  
Susie Byrd

*District 3*  
Enma Acosta

*District 4*  
Carl L. Robinson

*District 5*  
Rachel Quintana

*District 6*  
Eddie Holguin Jr.

*District 7*  
Steve Ortega

*District 8*  
Beto O'Rourke

City Manager  
Joyce A. Wilson

## **EXHIBIT E**

### **ATTACHMENT A**

Inasmuch as this project is on the Federal-Aid highway system, the following additional requirements as applicable with the Federal Highway Administration's Title 23, Code of Federal Regulations, § 710.

1. Any significant revision in the design or construction of the facility shall receive prior approval by the Texas Department of Transportation subject to concurrency by the FHWA.
2. Any change in the authorized use of airspace shall receive prior approval by the Texas Department of Transportation subject to concurrence by the FHWA.
3. The airspace shall not be transferred, assigned or conveyed to another party without prior Texas Department of Transportation approval subject to concurrence by the FHWA.
4. This agreement will be revocable in the event that the airspace facility ceases to be used or is abandoned.

## **EXHIBIT F**

### **Definitions and Clarifications**

#### **Definitions:**

1. Texas Department of Transportation – State agency responsible for implementing the Spur 601 Pass-Through Toll Project in El Paso County
2. City of El Paso – City Municipality
3. J. D. Abrams, L. P. – Developer responsible for the Right-of-Way Acquisition, Utility Accommodation, Design and Construction of Spur 601 through a Pass-Through Toll Agreement

#### **Clarifications:**

1. Agreement Section 1 – Design and Construction – the design and construction of the parking lot will be performed by J. D. Abrams, L. p. as a part of the Spur 601- Pass-Through Toll Project. This design and construction is being done at no cost to the City of El Paso and the City of El Paso accepts the design and construction of the parking lot by J. D. Abrams.
2. Agreement Section 1 – Design and Construction – Completed plans were submitted to and approved by TxDOT-ELP as part of the design process of Spur 601 – TxDOT-ELP will have oversight responsibilities for inspection and material testing during the construction of Spur 601
3. Section 6 – Fees – Clarify that any fees levied for use of the facilities (parking lot) by the City of El Paso in the area shall be nominal and no more than sufficient to defray the cost

of construction, maintenance and alterations thereof, and shall be subject to State approval.

4. Section 8- Modification/termination of Agreement. Add: "Provided that if the reason for termination by the State is based on the acts, errors or omissions of the City or is a reason that the City can address to the satisfaction of the State, the State shall give the City 30 days written notice of the measures the City must take to avoid the termination of this agreement. If the City fails to take the required measures for a period of thirty (30) days after receipt of written notice from the State, the State may terminate this agreement, unless during such thirty-day period, the City commences and thereafter diligently performs the required measures as may be reasonably necessary."
5. Section 12 – Indemnification – third paragraph – Clarify that the damages to the highway which may result are from the maintenance of, operation of and any future construction not related to the Spur 601 Pass-Through Toll Agreement of the facilities (parking lot).
6. Section 13 – Insurance – The City of El Paso and self insured and will provide documentation to that fact. The City of El Paso is not required to provide insurance form (TxDOT Form No. 1560) during the initial construction of the parking lot by J. D. Abrams, L. P. as part of the Spur 601 Pass-Through Toll Agreement. The city will provide proof of insurance for any future construction on the facility after completion of Spur 601 as required by txDOT
7. Section 15 – Additional Consent Requirements – The City of El Paso shall be responsible for obtaining such additional applicable consent, permits or agreements as may be necessary due to this agreement.
8. Section 21 – Warrants – Exhibit D- Certificate of Insurance- City of El Paso is Self Insured and will provide documentation to that fact.
9. Section 21 – Warrants – Add Exhibit F – Definitions and Clarifications





## MEMORANDUM

**TO:** Toribio Garza Jr., P.E.  
Maintenance Division  
Attn: Daviette Gilbert

**Date:** December 2, 2010

**FROM:** Design Division

**SUBJECT:** Proposed Multiple Use Agreement  
City of El Paso – Animal Shelter  
Public Parking Facility – Spur 601, RM 20.70  
El Paso County, El Paso District

---

In regards to your memorandum dated November 30, 2010, we have reviewed and concur with the Proposed Multiple Use Agreement, with the contention that any sidewalks, curb ramps and other pedestrian elements to be constructed by the City of El Paso (city) shall be in accordance with the requirements of Title II of the American Disabilities Act (ADA) and with the Texas Accessibility Standards (TAS). Elements constructed by the city and found not to comply with ADA or TAS shall be corrected at the entire expense of the city.

Please contact me at 416-2673, if we can provide additional information.

A handwritten signature in black ink that reads "Thomas D. Beeman, P.E.".

Thomas D. Beeman, P.E.  
Director, Field Section B

DEC 02 2010  
TX DEPT OF TRANSPORTATION  
MNT DIVISION



## MEMORANDUM

Date: November 23, 2010

TO: Charles H. Berry, Jr. P.E.

FROM: David W. Head, P.E. *D*

SUBJECT: Multiple Use Agreements (Parking) - Spur 601

Attached for your signature are two Multiple Use Agreements for parking. The first agreement provides parking for the El Paso Animal Shelter Parking Lot. The second agreement provides parking for the El Paso Sun Metro Bus Service Parking Lot.

*I have reviewed the documents and recommend your approval.*

*To: Tonibio Garza  
Fr: Chuck Berry*

*Tonibio -  
Please review for your  
approval. ELP has reviewed  
& recommends approval.  
Contact me or David Head  
if you have any questions.  
Thank you,  
Chuck  
11/23/2010*

/dd

Attachments

NOV 29 2010  
TX DEPT OF TRANSPORTATION  
MNT DIVISION

---

**J. D. ABRAMS, L.P.**  
**MEMORANDUM**

---

**TO:** DAVID HEAD  
**FROM:** WM. G. BURNETT  
**SUBJECT:** MULTIPLE USE AGREEMENTS (PARKING)  
**DATE:** 11/15/2010  
**CC:** SPUR 601 - FILE

---

Attached are the following:

1. Copy of the City of El Paso Transmittal Letter (November 10, 2010)
2. Parcel 4, Part 4 – Animal Shelter
  - a. Two originals of the Multiple Use agreement (with attachments)
  - b. A copy of the city ordinance authorizing Mayor to execute agreement
3. Parcel 4, Part 5 – Sun Metro
  - a. Two originals of the Multiple Use agreement (with attachments)
  - b. A copy of the city ordinance authorizing Mayor to execute agreement

The items attached are Items 3 & 4 and 7 and 8 in the City's transmittal letter – the remaining items are being delivered to Mr. Breed at TxDOT-TTA for execution by TxDOT prior to recording the documents with the El Paso County Clerk's office.

Mr. Berry will need to execute (both) the agreements (in duplicate), and forward them to Mr. Garza (Maintenance Division) for his execution prior to execution by Mr. Saenz (Executive Director) and ultimately Governor Perry.

Once all executions are received please return both originals to me and I'll have them filed with the El Paso County Clerk's office per Mr. Berry's request. We will also then return to the District a copy for your files and to the City of El Paso a copy for their files.

If you have any questions on this issue, please do not hesitate to contact me. Thank you.

*Dedicated to Outstanding Customer Service for a Better Community*

**S E R V I C E   S O L U T I O N S   S U C C E S S**

November 10, 2010   Certified Mail # 7008 2810 0000 5688 5280

Mr. William G. Burnett, P.E.  
Vice President Project Development  
J.D. Abrams, L.P.  
111 Congress Avenue, Suite 2400  
Austin Texas 78701

Re: Spur 601 Documents

Dear Mr. Burnett:

Enclosed are the following:

- ~~1.~~ The original Transportation Easement to the State of Texas from the City of El Paso for the 0.478 acre parcel (Sun Metro facility area).
- ~~2.~~ A copy of the ordinance passed by City Council authorizing the city manager to sign the Transportation Easement.
- ~~3.~~ Two originals of the Multiple Use Agreement for the Sun Metro facility.
- ~~4.~~ A copy of the resolution passed by City Council authorizing the Mayor to Sign the Multiple Use Agreement for the Sun Metro Facility.
- ~~5.~~ The original Special Warranty Deed to the State of Texas from the City of El Paso for the 0.614 acre parcel (Animal Shelter facility area).
- ~~6.~~ A copy of the ordinance passed by City Council authorizing the city manager to sign the Special Warranty Deed for the Animal Shelter property.
- ~~7.~~ Two originals of the Multiple Use Agreement for the Animal Shelter facility.
- ~~8.~~ A copy of the resolution passed by City Council authorizing the Mayor to Sign the Multiple Use Agreement for the Animal Shelter facility.
- ~~9.~~ The original Transportation Easement to the State of Texas from the City of El Paso for the 102.167 acre parcel (Airport property).
- ~~10.~~ A copy of the ordinance passed by City Council authorizing the city manager to sign the Transportation Easement for the Airport Property.
- ~~11.~~ Two originals of the Agreement Concerning Waiver of Fee For Property to the Texas Department of Transportation. (This agreement includes the three parcels described above).

**OFFICE OF THE CITY ATTORNEY**

2 Civic Center Plaza, 9th Floor / El Paso, Texas 79901 /915 541-4550 /Facsimile 915 541-4710  
[www.elpasotexas.gov](http://www.elpasotexas.gov)

60445 MSHO 11-10



Mayor  
John F. Cook

City Council

District 1  
Ann Morgan Lilly

District 2  
Susannah M. Byrd

District 3  
Emma Acosta

District 4  
Carl L. Robinson

District 5  
Rachel Quintana

District 6  
Eddie Holguin Jr.

District 7  
Steve Ortega

District 8  
Beto O'Rourke

City Manager  
Joyce A. Wilson



*Dedicated to Outstanding Customer Service for a Better Community*

S E R V I C E   S O L U T I O N S   S U C C E S S



Please provide a copy to me of the fully executed special warranty deed and the two transportation easements after they are filed of record in order that the City has a record that these documents were signed by the State and filed of record along with one of the fully executed copies of the two Multiple Use Agreements and the Agreement Concerning Waiver of Fee.

Sincerely,

Mark Shoesmith  
Assistant City Attorney

c: R. Alan Shubert, P.E., City Engineer  
Terry Quezada, El Paso Department of Transportation  
Liza Ramirez-Tobias, Capital Assets

Mayor  
John F. Cook

City Council

*District 1*  
Ann Morgan Lilly

*District 2*  
Susannah M. Byrd

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**OFFICE OF THE CITY ATTORNEY**

2 Civic Center Plaza, 9th Floor / El Paso, Texas 79901 /915 541-4550 /Facsimile 915 541-4710  
[www.elpasotexas.gov](http://www.elpasotexas.gov)

60445 MSHO 11-10



