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

DEPARTMENT:	
AGENDA DATE:	
PUBLIC HEARING DATE:	
CONTACT PERSON NAME:	PHONE NUMBER:
2nd CONTACT PERSON NAME:	PHONE NUMBER:
DISTRICT(S) AFFECTED:	
STRATEGIC GOAL:	
SUBGOAL:	
SUBJECT:	

BACKGROUND / DISCUSSION:		
COMMUNITY AND STAKEHOLDER OUTREACH:		
PRIOR COUNCIL ACTION:		
AMOUNT AND COURCE OF FUNDING.		
AMOUNT AND SOURCE OF FUNDING:		
DEPORTING OF CONTRIBUTION OF PONATION TO CIT	TV COUNCIL.	
REPORTING OF CONTRIBUTION OR DONATION TO CIT	Y COUNCIL:	
NAME	AMOUNT (\$)	

DEPARTMENT HEAD: Philip C	Pium	
DEPARTMENT HEAD: Philip		

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

ORDINANCE NO.

AN ORDINANCE GRANTING A SPECIAL PRIVILEGE LICENSE TO COMANCHE

EP LLC TO PERMIT THE EXISTING AERIAL ENCROACHMENT OF A BALCONY,

THE SURFACE ENCROACHMENT OF (2) TWO SETS OF STAIRS AND A

BACKFLOW WATER PREVENTER, AND THE SUBSURFACE ENCROACHMENT OF

A BASEMENT, ALL WITHIN A PORTION OF CITY RIGHT-OF-WAY AT 312 E.

OVERLAND AVENUE, EL PASO, TEXAS; SETTING THE LICENSE TERM FOR TEN

YEARS (10) WITH ONE (1) RENEWABLE TEN (10) 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 Comanche EP, LLC (hereinafter referred to as the "Grantee"). This License

will permit the maintenance, use, and repair of the following existing encroachments within the City

right-of-way: a surface encroachment consisting of two (2) sets of stairs, occupying a total area of

approximately 112.70 square feet, and a backflow water preventer measuring approximately eight (8)

square feet, both located in the alley as show in Exhibit "A"; an aerial encroachment consisting of a

balcony projecting four (4) feet one (1) inch over City right-of-way in front of the building, totaling

56 square feet, as shown in Exhibit B; and a subsurface encroachment consisting of an existing

basement extending approximately 351 square feet beneath the sidewalk along the front of the

building shown in Exhibit "B".

All items are located within a portion of the City right-of-way, as shown in *Exhibits "A" and "B"*

which are made a part hereof for all purposes (hereinafter collectively referred to as the

"Encroachments").

25-5566|TRAN#617796|P&I|RTA Ordinance - 312 E. Overland Ave. Page 1 of 19 **SECTION 2.** LICENSE AREA

The rights of the Encroachments granted herein within a portion of City right-of-way located at

312 E. Overland Avenue and legally described as 36 MILLS 39 FT on Overland X 86.667 FT

BEG 81 FT W of NEC (3380 SQ FT), CITY OF EL PASO, EL PASO COUNTY, TEXAS, more

particularly shown in *Exhibit* "C" which is made 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 for the existing

Encroachments. 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 access.

Except for the waiver of fees as provided herein, this 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 right-of-way in a

clean and orderly condition at all times. In addition to these requirements, the Grantee shall be

responsible for costs related to electric and water services within the License area.

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 Encroachments 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 Encroachments

shall be subject to all applicable City, State, and Federal requirements applicable to the construction

of the Encroachments. Work done in connection with the repair and maintenance of the

Encroachments is subject to the continuing police power of the city.

25-5566|TRAN#617796|P&I|RTA Ordinance - 312 E. Overland Ave. In the event that Grantee desires to reconstruct, repair, maintain, or replace the Encroachments 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 the approval of the City.

The City shall have the power at any time to order and require Grantee to remove and abate any

portion of the License Area that is dangerous to life or property; Should Grantee, after notice, fail or

refuse to comply within a reasonable time, the City shall have the power or abate the same, at the

expense of Grantee. In the event City removes or abates the License Area as provided herein, Grantee

shall not be compensated for the loss of the License Area, or revenues associated with the area, nor

shall the City be liable to the Grantee for any direct, indirect or consequential damages due to the

removal or abatement of the License Area.

SECTION 5. TERM

This License shall be for a term of Ten (10) years from the effective date hereof, unless terminated

earlier as provided herein. At the end of this term, the City shall have the unilateral option of renewing

this License for One (1) additional TEN (10) year term upon the request of the Grantee and approval

of the El Paso City Council. If Grantee Wishes the City to renew this License, Grantee shall submit a

request in writing to the City no later than three (3) months prior to the expiration date of this License.

Should Grantee fail to submit such request for the extension of this License to the City as herein

required, the License shall expire upon the expiration date. Grantee understands, agrees, and accepts

that the City may require the terms, conditions, and provisions of this License be modified as a

condition for renewing the grant of the encroachment within the License Area as permitted by this

License.

25-5566|TRAN#617796|P&I|RTA Ordinance - 312 E. Overland Ave. **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

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

The City reserves the right to use the surface or subsurface or airspace within the License Area for

any public purposes allowed by law and deemed necessary by the City and to do or permit to be

done any work in connection therewith which may be deemed necessary or proper by the City on,

across, along, under or over said License Area occupied by Grantee provided such use does not

interfere with Grantee's use of the License Area. Whenever by reason of said work in connection

with said purposes it shall be deemed necessary by the City to alter, change, adapt, conform or

relocate portions of the Encroachments such alteration or change or relocation shall be made by

Grantee when ordered in writing by the City Manager or designee without any claim for

reimbursement or damages against the City.

25-5566|TRAN#617796|P&I|RTA Ordinance - 312 E. Overland Ave. **SECTION 8. CONSIDERATION**

As consideration for this Special Privilege License, the Grantee shall pay to the City an initial fee of

TWO THOUSAND SIX HUNDRED FORTY-EIGHT AND 00/100 DOLLARS (2,648.00), which

includes a one-time fee for the existing basement encroachment. Thereafter, the annual fee shall be

TWO THOUSAND EIGHT THREE AND 00/100 DOLLARS (\$2,083.00) per year. The annual fee

shall remain the same for a period of one year from the date of execution by the El Paso City Council

and shall be subject to change after each one-year period the License remains in effect. The El Paso

City Council retains the right to increase or decrease the annual fee specified in this License.

The City shall notify the Grantee of any proposed changes in fees as prescribed in Section 14

(Notice) of this License. This License is granted on the condition the Grantee pay for all costs

associated with the Encroachments, 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 Accounting & Reporting. If the Special Privilege is disapproved by the El Paso City

Council, a full refund of the payment shall be made by the Financial Accounting & Reporting 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 Accounting & Reporting.

ADVANCE PAYMENT OPTION:

Grantee shall have the option of pre-paying the City the entire amount for the TEN (10) year term of

the License, prior to the execution of this License. The TEN (10) year amount is equal to SIXTEEN

THOUSAND TWO HUNDRED EIGHTEEN AND NO/100 DOLLARS (\$16,218.00). Said

\$16,218.00 reflects a three percent (3%) discount rate of the annual fees for the entire TEN (10) 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 TEN (10) year term.

25-5566|TRAN#617796|P&I|RTA

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 Encroachments 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. <u>INSURANCE</u>

Prior to commencement of any future repairs, or maintenance operations during the term of this

License, Grantee shall provide the City with a certificate of insurance and shall maintain such

insurance in effect during the term of this License. The City shall be named as an additional insured

on all of the Grantee's insurance policies that are required by this License. Failure to maintain

insurance 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 obtain and provide a general liability policy with a one million-dollar

(\$1,000,000.00) limit, per occurrence, for personal injury, death, and property damage, with a

minimum one million dollar (\$2,000,000.00) general aggregate limit. These amounts are not a

limitation upon the Grantee's agreement to indemnify and hold the City harmless.

Grantee shall procure said insurance with a solvent insurance company authorized to do business

in Texas. Such policy or certificate shall provide that the insurance cannot be canceled, modified

or the amount of coverage changed without thirty (30) days prior written notice to the Financial

Services Department, or ten (10) days prior written notice to the Financial Services Department

for cancellation based on non-payment of insurance premiums. Grantee shall file a copy of the

policy of insurance with Financial Services Department and the Planning and Inspections

Department. If the policy is not kept in full force and effect throughout the term of this License, the License shall automatically become void.

SECTION 10. INDEMNITY

AS A CONDITION OF THIS LICENSE, GRANTEE SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND EMPLOYEES FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES (INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES AND COSTS), FEES, FINES, PENALTIES, PROCEEDINGS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY OR DEATH OR PROPERTY DAMAGE, ARISING OUT OF, RESULTING FROM OR RELATED TO THE GRANTEE'S ACTIVITIES UNDER THIS LICENSE, INCLUDING ANY ACT OR OMISSION BY THE GRANTEE, THE GRANTEE'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, ALL, WITHOUT, HOWEVER, WAIVING GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY, HEREAFTER, THE "DAMAGES". THIS INDEMNIFICATION SHALL APPLY EVEN WHERE SUCH DAMAGES DESCRIBED ABOVE INVOLVE THE NEGLIGENCE OR ALLEGATIONS OF NEGLIGENCE ON THE PART OF THE CITY, ITS OFFICERS, AGENTS OR EMPLOYEES.

The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any person or entity. Without modifying the conditions of preserving, asserting, or enforcing any legal liability against the City as required by the City Charter or any law, the City will promptly forward to the Grantee every demand, notice, summons, or other process received by the City in any claim or legal proceeding contemplated herein. Grantee shall investigate or cause the investigation of accidents or occurrences involving such damages, negotiate or cause to be negotiated the claim as the Grantee may deem expedient, and defend or cause to be defended on behalf of the City all suites for damages, even if groundless, false or fraudulent brought because of such damages. Grantee shall pay all judgments finally establishing liability of the City in actions defended by Grantee pursuant to this section, along with all attorneys' fees and costs incurred by the City, including interest 25-5566(TRAN#617796(P&URTA

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 Encroachments or a portion thereof or ceases to use the Encroachments 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 Encroachments, this

License shall automatically terminate, free and clear of any right, title, or interest in Grantee without

the necessity of any notice to Grantee or any re-entry by the City.

SECTION 12. CANCELLATION

Grantee shall have the option to terminate this License at any time upon giving the City written notice

thirty (30) days in advance of such termination. In addition, the City shall have the option to cancel

and terminate this License for failure of Grantee to comply with any material provision or requirement

contained in this agreement after thirty (30) days written notice to Grantee. However, if said breach

or failure to comply cannot be reasonably cured within thirty (30) days, if Grantee shall proceed

promptly to cure the same with due diligence, the time for curing such failure to comply shall be

extended for such period of time as may be deemed reasonably necessary by the City to complete

such curing unless such breach involves public safety.

The City shall have the option to terminate this License at any time upon giving the Grantee written

notice thirty (30) days in advance of such termination, at no cost to the City and may take

possession of the City right-of-way. All rights of the Grantee for the City right-of-way shall then

be terminated. If the License is cancelled by the City, Grantee shall not be entitled to a refund of

the paid annual consideration for the months remaining in the License year (the twelve-month

period beginning on the effective date of this License). If this License is cancelled due to Grantee's

failure to cure any default under this License, abandonment or cancellation by Grantee, Grantee

shall not be entitled to a refund of consideration paid to the City.

Upon termination of this License, prior to the expiration of the original term for any reason, Grantee

shall remove Grantee's Encroachments located in the License Area at no cost to the City. Grantee

shall restore the License Area to the reasonable satisfaction of the City Traffic 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.

The City shall have the option to terminate this License at any time or assure that the property is

maintained in good order throughout the term of the license upon written notice sixty (60) 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, unless upon termination

of this License, the City agrees to the sale of the land to the Grantee, which upon payment of a fair

valuation therefore, the land shall be and become the property of the Grantee.

SECTION 13. RECORDS

The El Paso City Council and the El Paso City Manager or designee shall be kept fully informed by

Grantee as to matters pertaining in any way to Grantee's exercise of Grantee's rights under this

License, including the construction, replacement, maintenance, and repair of the Encroachments

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

Financial Accounting & Reporting

ATTN: General Accounting 300 North Campbell Street

El Paso, Texas 79901

GRANTEE: Comanche EP LLC

807 S. El Paso St. El Paso, Texas 79901 ATTN: George Salom Jr.

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

SECTION 15. ASSIGNMENT

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

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. <u>RIGHT OF ENTRY AND INSPECTION</u>

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.

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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.

PASSED AND APPROVED this ____ day of , 2025

WITNESS THE FOLLOWING SIGNATURES AND SEALS

THE CITY OF EL PASO

Renard U. Johnson

Mayor

25-5566|TRAN#617796|P&I|RTA Ordinance - 312 E. Overland Ave. Page **12** of **19**

ATTEST:		
Laura Prine		
City Clerk		

APPROVED AS TO FORM:

Russel T. Abeln

Russell T. Abeln

Senior Assistant City Attorney

Philip Ctive
Philip F. Etiwe, Director

Planning and Inspections Department

APPROVED AS TO CONTENT:

WITNESS THE FOLLOWING SIGNATURES AND SEALS

ACCEPTANCE

The above instrument, with all	conditions thereof, is here by accepted this 12 day of			
Nover, 2025.				
	GRANTEE:			
	By GEORGE SALON, Las Principal			
ACKNOWLEDGMENT				
THE STATE OF TEXAS	ARMIDA R. MARTINEZ NOTARY PUBLIC			
	NOTARY IDe: 12597363-2 In and for the State of Texas			
COUNTY OF EL PASO	My commission expires FEBRUARY 10, 2027			
This instrument is acknowledged be	efore me on this 15th day of November, 2025, by			
Heage Jalon as Gran	Anmida R. Martinez			
	Notary Public, State of Texas			
	ARMUA C. MARTINEZ			
	Notary's Printed or Typed Name			
	Fehruary 10, 2027			

My Commission Expires

EXHIBIT "A"

A Portion of Block 36, Mills Map Addition, City of El Paso, El Paso County, Texas

May 15, 2025

METES AND BOUNDS DESCRIPTION

312 E. Overland Avenue Exhibit "A"

FIELD NOTE DESCRIPTION of a Portion of Block 36, Mills Map Addition, City of El Paso, El Paso County, Texas and being more particularly described by metes and bounds as follows:

COMMENCING FOR REFERENCE at a found chiseled "V" at the northeast boundary corner of Block 36, Mills Map Addition, same being the westerly right-of-way line of Stanton Street (70' R.O.W.) and the southerly right-of-way line of Overland Avenue (70' R.O.W.), THENCE, leaving said northeast boundary corner of Block 36 and along the southerly right-of-way line of Overland Avenue; South 74°26'15" West, a distance of 81.00 feet to a set chiseled "V" for corner at the POINT OF BEGINNING of the herein described parcel;

THENCE, leaving said southerly right-of-way line of Overland Avenue, South 15°33'45" East, a distance of 86.67 feet to a set nail for corner;

THENCE, South 74°26'15" West, a distance of 39.00 feet to a set nail for corner at the easterly right-of-way line of a 20' Alley,

THENCE, along the easterly right-of-way line of a 20' Alley, North 15°33'45" West, a distance of 86.67 feet to a found nail for corner at the southerly right-of-way line of Overland Avenue;

THENCE, leaving said easterly right-of-way line of a 20° Alley and along the southerly right-of-way line of Overland Avenue, North 74°26′15″ East, a distance of 39.00 feet to the **POINT OF BEGINNING** of the herein described parcel and containing 3,380.13 square feet or 0.0775 acres of land more or less.

Carlos M. Jimenez R.P.L.S. # 3950

CAD Consulting Co. 1790 Lee Trevino Drive. Suite 309 El Paso, Texas 79936 (915) 633-6422 I:\M&B\2025\25-0385_312 E. Overland.wpd



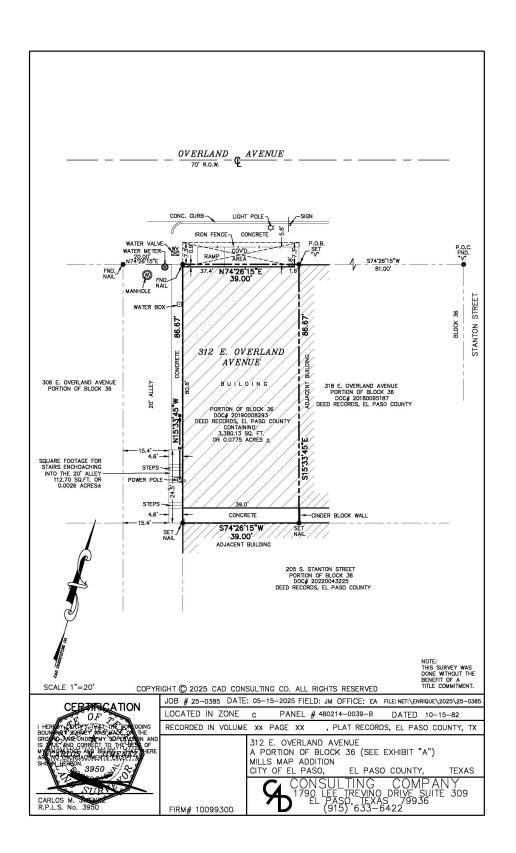
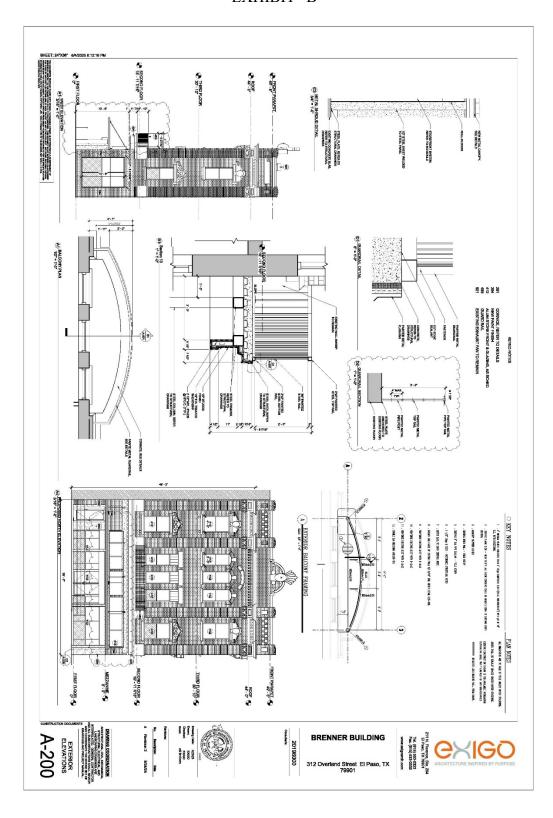


EXHIBIT "B"



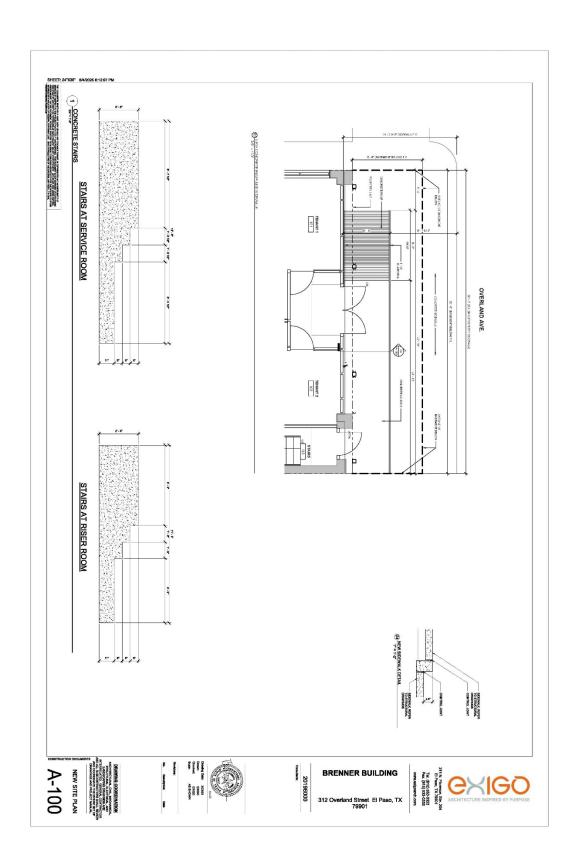


EXHIBIT "C"

