

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

AGENDA DATE: July 16, 2024
PUBLIC HEARING DATE: July 30, 2024

CONTACT PERSON(S) NAME AND PHONE NUMBER: Philip F. Etiwe, (915) 212-1553
Armida R. Martinez, (915) 212-1605

DISTRICT(S) AFFECTED: District 8

STRATEGIC GOAL: #3 Promote the Visual Image of El Paso

SUBGOAL: 3.2 Set one standard for infrastructure across the city

SUBJECT:

An ordinance granting a Special Privilege License to EPT Montecillo I-10 Development, LLC to permit the construction, installation, maintenance, use, and repair of a surface encroachment for two (2) Art Sculptures and Ancillary Items over City right-of-way at the roundabout intersection located at Vin Rambla Drive and Vin Roda Drive, additionally, this ordinance encompasses the placement of twenty three (23) wayfinding signs and nine (9) electric meters at various locations within the Montecillo Development; setting the license term for a term of ten years (10) with one (1) renewable ten (10) year term.

Location: Vin Rambla Drive and Vin Roda Drive, and various locations within the Montecillo Development
Applicant: EPT Montecillo I-10 Development, LLC, PSPN23-00007

BACKGROUND / DISCUSSION:

In an effort to enhance the aesthetic appeal and cultural value of the Montecillo development, two coyote art sculptures shall be installed at the roundabout and the wayfinding signs and electric meters have been installed at strategic points to help improve traffic flow and facilitate navigation within the Montecillo development.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? YES NO

PRIMARY DEPARTMENT: Planning & Inspections, Planning Division

SECONDARY DEPARTMENT: N/A

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

DEPARTMENT HEAD:

Kevin Smith for Philip Etiwe

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL PRIVILEGE LICENSE TO EPT MONTECILLO I-10 DEVELOPMENT, LLC TO PERMIT THE CONSTRUCTION, INSTALLATION, MAINTENANCE, USE, AND REPAIR OF A SURFACE ENCROACHMENT FOR TWO (2) ART SCULPTURES AND ANCILLARY ITEMS OVER CITY RIGHT-OF-WAY AT THE ROUNDABOUT INTERSECTION LOCATED AT VIN RAMBLA DRIVE AND VIN RODA DRIVE, ADDITIONALLY, THIS ORDINANCE ENCOMPASSES THE PLACEMENT OF TWENTY THREE (23) WAYFINDING SIGNS AND NINE (9) ELECTRIC METERS AT VARIOUS LOCATIONS WITHIN THE MONTECILLO DEVELOPMENT; SETTING THE LICENSE TERM FOR A TERM OF 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 **EPT MONTECILLO I-10 DEVELOPMENT, LLC** (hereinafter referred to as the “Grantee”). This License will permit the construction, installation, maintenance, use and repair of a SURFACE encroachment consisting of two coyote art sculptures. The first coyote sculpture will measure 12 feet in height by 24 feet in length, while the second sculpture measures 15 feet in height by 17 feet in length. These sculptures are made of aluminum and will be supported by buried piers, steel plates, and concrete as shown in *Exhibit A*. In addition to these sculptures, this project includes ancillary items such as an electrical meter, lighting, irrigation, landscaping, an 8-inch concrete stem wall, steel panel and bollards. These items are shown in *Exhibit A*, which is made a part hereof for all purposes (hereinafter referred to as “Art Sculpture and Ancillary Items”). This license will also permit the 23 wayfinding signs and 9 electric meters as shown in *Exhibits B* which is made a part thereof for all purposes (hereinafter referred to as “Wayfinding Signs and Electric Meters”.

All items hereby consolidated within this agreement for all intents and purposes hereinafter are collectively referred to as “Infrastructure Enhancements” unless specifically identified.

SECTION 2. LICENSE AREA

The surface rights granted herein over a portion of right-of-way at the roundabout located between Vin Rambla Drive and Vin La Roda Drive and legally described as a 0.5596 ACRE PARCEL WITHIN A PORTION OF VIN RAMBLA DRIVE AND VIN LA RODA DRIVE RIGHTS-OF-WAY WITHIN MONTECILO UNIT ELEVEN, CITY OF EL PASO, EL PASO COUNTY, TEXAS, more particularly shown in Exhibit “C”. The wayfinding sign and electric meters are located at various locations throughout the Montecillo Development more particularly shown in

Exhibit “D”. The areas identified in Exhibits C&D which is made part hereof for all purposes (hereinafter referred to as “License Areas”).

SECTION 3. USE OF PROPERTY

This License is granted solely for the encroachment onto City right of way for the infrastructure enhancements. 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 Special Privilege License shall not be construed to waive any City permit requirements. Grantee shall be responsible for all maintenance. Grantee, at no cost to the City, shall clean up all litter and debris within the License Area, leaving City rights-of-way in a clean and orderly condition at all times. 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 infrastructure enhancements 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 installation, replacing, repairing, reconstructing, or maintaining the infrastructure enhancements shall be subject to all applicable City, State, and Federal requirements applicable to the construction of the infrastructure enhancements. Work done in connection with the repair and maintenance of the infrastructure enhancements is subject to the continuing police power of the City.

In the event that Grantee desires to reconstruct, repair, maintain, or replace the infrastructure enhancements Ancillary items 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 Special Privilege 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 Special Privilege 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.

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 infrastructure enhancements 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.

SECTION 8. CONSIDERATION

As consideration for this special Privilege License, the Grantee shall pay to the City ONE THOUSAND SIXTY AND 00/100 DOLLARS (\$1,060.00) for the Art sculptures and Ancillary items, plus FOUR HUNDRED EIGHTY-THREE AND 00/100 DOLLARS (\$483.00) for the wayfinding signs and FOUR HUNDRED EIGHTY (\$480.00) for the electric meters for a total sum of TWO THOUSAND TWENTY-THREE AND 00/100 DOLLARS (\$2,023.00) per year. The annual fee shall remain the same for a period of one year from the date of execution by the El Paso City Council and shall be subject to change after each one-year period the License remains in effect. The El Paso City Council retains the right to increase or decrease the annual fee specified in this License.

The City shall notify the Grantee of any proposed changes in fees as prescribed in Section 15 (Notice) of this License. This License is granted on the condition the Grantee pay for all costs associated with the infrastructure enhancements, as well as all costs for the restoration of the License Area upon the termination of the License.

The first annual consideration shall be due and owing prior to the El Paso City Council approval of the License. The advance payment shall be in the form of a cashier's check or business check payable to "The City of El Paso" and delivered to the Planning and Inspections Department for remittance to the Financial Services Department. If the Special Privilege is disapproved by the El Paso City Council, a full refund of the payment shall be made by the Financial Services Department within fifteen (15) days of the denial action. Subsequent annual considerations shall be due the first day of the month in which the License has been granted by the El Paso City Council and remitted to the Financial Services Department.

ADVANCE PAYMENT OPTION:

Grantee shall have the option of pre-paying the City the entire amount for the TEN (10) year term of the License, prior to the execution of this License. The TEN (10) year amount is equal to SEVENTEEN THOUSAND SEVEN HUNDRED SEVENT FOUR AND NO/100 DOLLARS (\$17,774.00). Said \$17,774.00 reflects the net present value (NPV) at 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 10year term.

Both the annual consideration and the advance payment shall be exclusive of and in addition to all general municipal taxes of whatever nature, including, but not limited to, ad valorem taxes, assessments for public improvements or any other assessments that may be enacted during the term of this License or any renewal, except hereinafter provided. The fee established in this section shall not be affected by any relocation of Grantee's infrastructure enhancements required by the City pursuant to this License.

The fee payment shall be exclusive of and in addition to all costs of obtaining required permits, plans and other approvals as necessary to conform to all other applicable City Special Privileges and regulations.

SECTION 9. INSURANCE

Prior to commencement of any future construction, repairs, or maintenance operations during the term of this License, Grantee shall provide the City with a certificate of insurance and shall maintain such insurance in effect during the 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 two 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 suits for damages, even if groundless, false or fraudulent brought because of such damages. Grantee shall pay all judgments finally establishing liability of the City in actions defended by Grantee pursuant to this section, along with all attorneys’ fees and costs incurred by the City, including interest accruing to the date of payment by Grantee and premiums on any appeal bonds.

The City, at its election, will have the right to participate in any such negotiations or legal proceedings to the extent of its interest. In addition, the Grantee shall promptly advise the City in writing of any claim or demand against the City or the Grantee known to the Grantee related to or arising out of the Grantee’s activities under this License. **The City will not be responsible for any loss of or damage to the Grantee’s property from any cause.**

SECTION 11. RIGHTS IN THE EVENT OF ABANDONMENT

As an express condition of this License, and not as a mere covenant, in the event Grantee abandons the infrastructure enhancements or a portion thereof or ceases to use the infrastructure enhancements encroachment for the purposes enumerated herein for any period of six (6) months or longer, other than the time elapsing between the Effective Date of this license and the completion of construction of the infrastructure enhancements, 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 infrastructure enhancements located in the License Area at no cost to the City. Grantee shall restore the License Area to the reasonable satisfaction of the City Engineer and in accordance with City specifications, at Grantee's own cost and expense. Any such restoration shall be subject to the reasonable approval of the City. If the Grantee fails to restore the License Area as required herein, the City may at its option restore the License Area and charge such costs to Grantee who shall be responsible for payment of such repair and restoration costs.

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 Art sculptures and Ancillary items within the License Area. Obtaining all applicable City permits shall be deemed sufficient to keep such parties informed. Grantee shall keep complete and accurate maps, construction

drawings, and specifications describing the location of the structure(s) within the City right-of-way. The City shall have the right, at reasonable times to inspect such maps, construction drawings, and specifications.

SECTION 14. NOTICE

Any notice or communication required in the administration of this License shall be sent in writing by prepaid certified mail, return receipt requested, to the following addresses:

CITY: City of El Paso
Attn: City Manager
300 North Campbell Street
El Paso, Texas 79901

with copy to: City of El Paso
ATTN: Planning and Inspections Department
811 Texas Avenue
El Paso, Texas 79901

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

GRANTEE: EPT Montecillo I-10 Development, LLC
150 W. Castellano Ste. C-2
El Paso, Texas 79912
ATT: Richard Aguilar

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. RIGHT OF ENTRY AND INSPECTION

The City's authorized representative shall have the right to enter upon the licensed area at all reasonable times for the purpose of inspecting the same and determining compliance with the terms of this License.

SECTION 21. LAWS AND ORDINANCES

Grantee shall comply with all applicable statutes, laws, codes and ordinances applicable to Grantee's construction, repair, renovation, alteration or use of the License Area.

SECTION 22. ENTIRE AGREEMENT

This document contains all of the agreements between the parties and may not be modified, except by an agreement in writing signed by both parties.

SECTION 23. SEVERABILITY

Every provision of this license is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality shall not affect the validity of the remainder of this license.

SECTION 24. LAWS GOVERNING/VENUE

The laws of the State of Texas shall govern the validity, performances, and enforcement of this license and if legal action is necessary to enforce it, exclusive venue shall be in El Paso County, Texas.

SECTION 25. RESTRICTIONS AND RESERVATIONS

This License is subject to all rights-of-way, easements, dedications, restrictions, reservations and other encumbrances of record and running with the land. If, at any time during the initial term of this license, or any extension thereof, any such rights-of-way, easements, dedications, restrictions, reservations and other encumbrances of record and running with the land, preclude, interrupt or interfere with Grantee’s use of the License Area, Grantee shall have the right to terminate this License upon giving the City prior written notice of its intent to do so.

SECTION 26. EFFECTIVE DATE

The Effective Date of this License shall be the date last entered below. This License shall not take effect unless Grantee files Grantee’s written acceptance with the City prior to the enactment of this License by the El Paso City Council.

PASSED AND APPROVED this ____ day of _____, 2024

WITNESS THE FOLLOWING SIGNATURES AND SEALS

THE CITY OF EL PASO

Oscar Leoser
Mayor

ATTEST:

Laura Prine
City Clerk

APPROVED AS TO FORM:

Russell Abeln

Russell T. Abeln
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Kevin Smith for

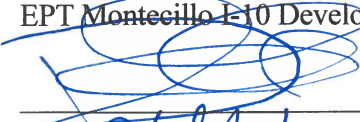
Philip F. Etiwe, Director
Planning and Inspections Department

ACCEPTANCE

The above instrument, with all conditions thereof, is here by accepted this 21 day of JUNE, 2024.

GRANTEE:

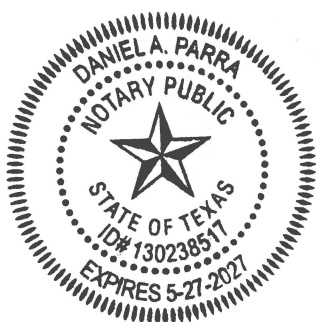
EPT Montecillo I-10 Development, LLC


By: Richard Aguilar, as _____

ACKNOWLEDGMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument is acknowledged before me on this 21ST day of June, 2024, by Richard Aguilar as Grantee.

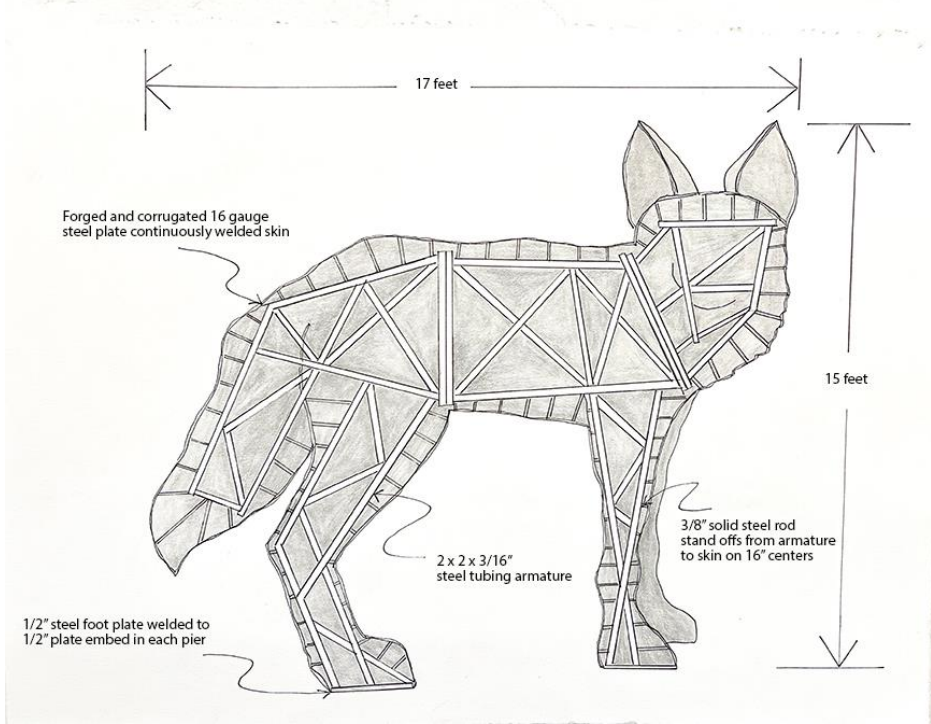
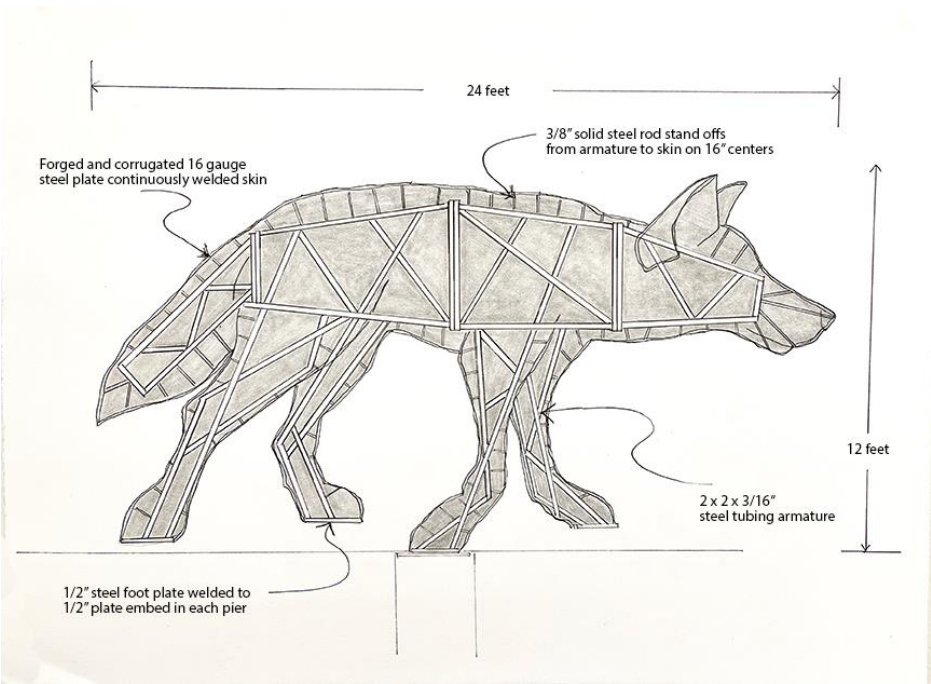


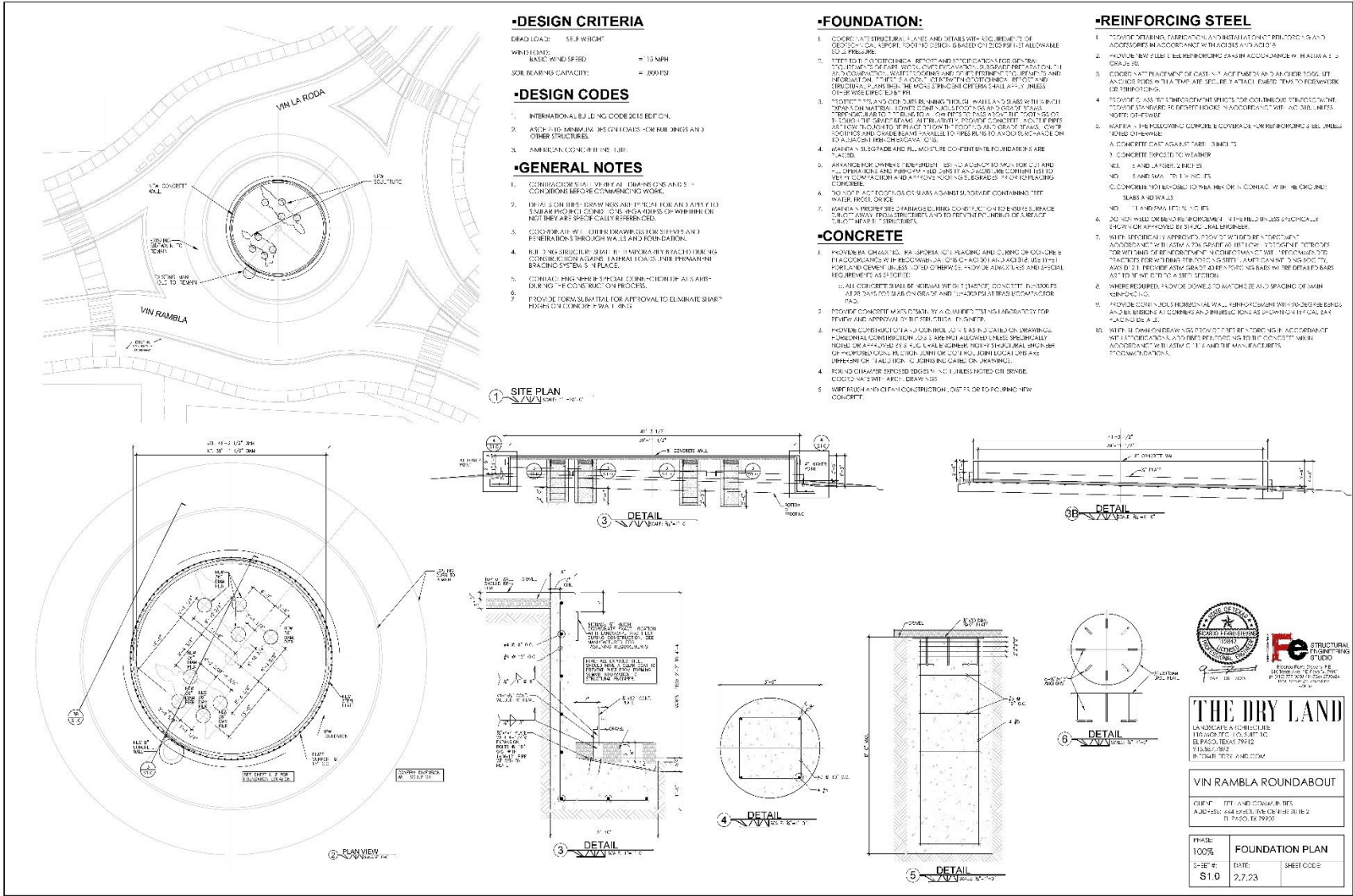
Notary Public, State of Texas
Daniel A. Parra

Notary's Printed or Typed Name
05/27/2027

My Commission Expires

EXHIBITS A





DESIGN CRITERIA

- DEAD LOAD: SELF WEIGHT
- WIND LOAD: BASIC WIND SPEED = 15 MPH
- SOIL BEARING CAPACITY: = 8000 PSF

DESIGN CODES

- INTERNATIONAL BUILDING CODES SECTION 1
- ASCE 7-16 MINIMUM DESIGN LOADS FOR BUILDINGS AND OTHER STRUCTURES
- AMERICAN CONCRETE INSTITUTE

GENERAL NOTES

- CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND CONDITIONS BEFORE COMMENCING WORK.
- DETAILS ON THIS DRAWING ARE TYPICAL FOR AN APPLIED SIMILAR PROJECT. CONSULT THE ARCHITECT'S SPECIFICATIONS AND NOTES FOR ANY SPECIAL CONDITIONS.
- COORDINATE WITH OTHER DRAWINGS FOR ALL INTERFERENCES THROUGH WALLS AND FOUNDATION.
- REINFORCING STEEL SHALL BE FABRICATED BY A QUALIFIED CONTRACTOR UNDER THE SUPERVISION OF A LICENSED PROFESSIONAL ENGINEER.
- CONCRETE SHALL BE PLACED AND CURED IN ACCORDANCE WITH THE CONCRETE MANUAL AND THE CONCRETE MANUAL FOR CONSTRUCTION.
- PROTECT FORMS UNTIL APPROVAL TO ELIMINATE SHAPING OF CONCRETE SURFACE.

FOUNDATION:

- CONCRETE STRUCTURAL PLANES AND DETAILS WITH REINFORCEMENT SHALL BE BASED ON THE DESIGN OF THE FOUNDATION WALLS AND FOOTINGS.
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CONCRETE

- PROVIDE A CHAIR TO MAINTAIN THE PLACING AND CURING OF CONCRETE IN ACCORDANCE WITH THE CONCRETE MANUAL AND THE CONCRETE MANUAL FOR CONSTRUCTION.
- PROTECT CONCRETE FROM DAMAGE BY COLLISION WITH VEHICLES FOR THE LIFE OF THE STRUCTURE.
- PROVIDE CURING OF CONCRETE AS SHOWN ON DRAWINGS.
- PROTECT CONCRETE FROM DAMAGE BY COLLISION WITH VEHICLES FOR THE LIFE OF THE STRUCTURE.

REINFORCING STEEL

- PROVIDE REINFORCING STEEL INSTALLATION OF REINFORCING STEEL AND ACCESSORIES IN ACCORDANCE WITH THE CONCRETE MANUAL AND THE CONCRETE MANUAL FOR CONSTRUCTION.
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THE DRY LAND
 LANDSCAPE ARCHITECTS
 1105 JACQUES LAFITTE, SUITE 100
 EL PASO, TEXAS 79912
 TEL: 915/782-1100
 WWW.THEDRYLAND.COM

VIN RAMBLA ROUNDABOUT
 CLIENT: RTA AND DRYLAND
 ADDRESS: 444 DRYLAND DRIVE SUITE 2
 EL PASO, TX 79902

PHASE: 100%	FOUNDATION PLAN
SHEET: S1.0	DATE: 2.7.23
	SHEET CODE

LANDSCAPE GENERAL NOTES

GENERAL NOTES

1. THE CONTRACTOR SHALL VISIT AND FAMILIARIZE HIMSELF WITH THE PROJECT SITE PRIOR TO SUBMITTING HIS BID. CONTRACTOR SHALL RECEIVE THE SITE IN CURRENT EXISTING CONDITION.
2. CONTRACTOR SHALL BE FAMILIAR WITH PLANS, SPECIFICATIONS, AND DETAILS.
3. WARNING: BEFORE EXCAVATING, CONTRACTOR SHALL LOCATE AND PROTECT ALL UNDERGROUND UTILITIES LINES INCLUDING SERVICE CONNECTIONS. CONTRACTOR SHALL REPLACE ANY UTILITIES DAMAGED AS A RESULT OF CONSTRUCTION ACTIVITIES DURING CONSTRUCTION AT NO ADDITIONAL COST TO OWNER. ALL EXCAVATION SHALL BE BACKFILLED.
4. EXISTING UTILITY LINES ARE TO BE BLUE STAKED PRIOR TO EXCAVATION. CHECK AND FIELD VERIFY ALL SITE CONDITIONS, UTILITIES AND SERVICES PRIOR TO EXCAVATION. CONSTRUCTION WORK IN CLOSE PROXIMITY TO UNDER-GROUND UTILITIES SHALL BE COORDINATED WITH APPROPRIATE AGENCY. CONTRACTOR SHALL NOTIFY OWNER'S REPRESENTATIVE IF ANY CONFLICTS EXIST PRIOR TO THE COMMENCEMENT OF WORK.
5. PRIOR TO BEGINNING CONSTRUCTION, CONTRACTOR SHALL COORDINATE WITH ALL UTILITY COMPANIES TO VERIFY LOCATION OF EXISTING UTILITIES & CONTRACTOR SHALL CALL THE RESPECTIVE "1-CALL" NUMBERS AT LEAST THREE WEEKS IN ADVANCE FOR SUCH UTILITIES.
6. THE CONTRACTOR SHALL COORDINATE THE CONSTRUCTION SCHEDULE WITH OWNER, ALL AFFECTED UTILITY COMPANIES, AND ALL OTHER ENTITIES HAVING JURISDICTION OVER THE PROJECT.
7. CONTRACTOR SHALL REMOVE AND DISPOSE OF ALL EXCESS PLANTING SOIL, SUBSOIL, MULCH, PLANTS, PACKAGING, AND OTHER EXCESS MATERIAL, TRASH OR DEBRIS, WHICH WOULD EITHER BE BROUGHT TO THE SITE BY THE CONTRACTOR OR EXCAVATED OR DEMOLISHED FROM THE SITE. THIS SHALL HAPPEN DAILY.
8. THE CONTRACTOR SHALL VERIFY ALL DIMENSIONS AND GRADES PRIOR TO COMMENCING WITH THE WORK. ANY DISCREPANCY NOTED SHALL BE REPORTED IMMEDIATELY TO THE OWNER'S REPRESENTATIVE. FAILURE OF THE CONTRACTOR TO REPORT ANY FIELD AND PLAN DISCREPANCIES SHALL MAKE THE CONTRACTOR RESPONSIBLE FOR WORK THAT IS PERFORMED.
9. VIBRATORY ROLLERS SHALL NOT BE PERMITTED ON ANY PHASE OF THIS PROJECT, UNLESS APPROVED IN WRITING BY THE OWNER'S REPRESENTATIVE.
10. ALL WORK ON THIS PROJECT SHALL BE PERFORMED IN STRICT CONFORMANCE WITH ALL CURRENT SAFETY CODES AND STANDARDS INCLUDING BUT NOT LIMITED TO OSHA REQUIREMENTS.
11. CONTRACTOR SHALL WATER THE SITE TWICE DAILY, IN THE MORNING AND IN THE AFTERNOON, IN ORDER TO KEEP DOWN DUST. THIS SHALL INCLUDE WATERING ON WEEKENDS AND HOLIDAYS, NO EXCEPTIONS.
12. CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF EXISTING IMPROVEMENTS IN THE PROJECT AREA AND ITS VICINITY. ANY DAMAGE RESULTING FROM CONTRACTOR'S WORK SHALL BE RESTORED AT NO COST TO OWNER.
13. CONTRACTOR SHALL COMPLY WITH ALL FEDERAL, STATE AND LOCAL ENVIRONMENTAL REGULATIONS DURING CONSTRUCTION ACTIVITY.
14. CONTRACTOR SHALL BE RESPONSIBLE FOR ANY ENVIRONMENTAL FINES RESULTING FROM THEIR WORK AND HOLD THE OWNER HARMLESS IN SUCH CASES.
15. REFER TO PLANTING AND IRRIGATION PLAN SHEETS FOR LOCATIONS AND DIMENSIONS OF ALL PROJECT IMPROVEMENTS.
16. THE CONTRACTOR IS SOLELY RESPONSIBLE FOR FIELD VERIFYING THE LOCATION (AND ELEVATION WHERE RELEVANT) OF THE EXISTING SITE FEATURES. IF CONFLICTS ARE DISCOVERED BETWEEN WHAT IS SHOWN ON THE DRAWINGS AND WHAT IS PRESENT IN THE FIELD, THE CONTRACTOR SHALL IMMEDIATELY STOP WORK IN THE AFFECTED AREA, REPORT THE DISCREPANCY TO THE OWNER'S REPRESENTATIVE, AND NOT PROCEED WITH CUT SPECIFIC WRITTEN DIRECTION.
17. ENSURE MINIMUM DIMENSIONS SHOWN ON THE DRAWINGS ARE MAINTAINED BETWEEN PROPOSED IMPROVEMENTS AND EXISTING PAVING SITE CONDITIONS.

PLANTING NOTES

1. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO PREVENT PLANTS FROM FALLING OR BEING BLOWN OVER AND TO STRAIGHTEN OR REPLANT ALL PLANTS WHICH ARE DAMAGED DUE TO WIND. PLANTS BLOWN OVER BY HIGH WINDS SHALL NOT BE A CAUSE FOR ADDITIONAL EXPENSE TO THE OWNER, BUT SHALL BE THE FINANCIAL RESPONSIBILITY OF CONTRACTOR.
2. TOPSOIL MATERIAL FOR PLANTING SHALL BE FREE FROM HARD GLOBS, STIFF CLAY, HARD PAN, STONES LARGER THAN 1" IN DIAMETER, NOXIOUS WEEDS AND PLANTS, SOIL PARTIALLY DISINTIGRALED DEBRIS, INSECTS OR ANY OTHER UNDESIRABLE MATERIAL INCLUDING PLANTS OR SEEDS THAT WOULD BE TOXIC OR HARMFUL TO GROWTH. CONTRACTOR IS RESPONSIBLE FOR VERIFICATION OF MATERIAL AND PLANT AND TREE QUANTITIES.
3. IN THE EVENT OF VARIATION BETWEEN THE PLANT QUANTITIES SHOWN ON THE PLANT LEGEND AND THE QUANTITIES SHOWN ON THE PLANS, THE PLANS SHALL CONTROL. IMPROPER PLANT COUNT LISTED ON THE PLANT LEGEND MADE BY THE LANDSCAPE ARCHITECT SHALL BE NO CAUSE FOR ADDITIONAL COSTS TO THE OWNER.
4. THE CONTRACTOR SHALL MEET BOTH THE CONTAINER SIZE AND CALIPER SIZE, AS WELL AS HEIGHT AND SPREAD SPECIFICATIONS SPECIFIED.
5. EXCAVATE TWO TIMES GREATER THAN THE ROOT BALL DIAMETER OF THE SHRUB, TWO TIMES GREATER THAN THE ROOT BALL FOR TREES. SCARP BOTTOM OF PLANTING PIT BEFORE PLACING PLANT. PLACEMENT OF PLANT SHALL BE PERPENDICULAR TO GROUND EXCEPT ON SLOPED GROUND WHERE PLANTS SHALL BE VERTICAL AND NOT AT AN ANGLE.
6. CONTRACTOR WILL NOT PLANT MATERIAL SHOWN ON PLANS WHEN IT IS EVIDENT THAT FIELD CONDITIONS HAVE CHANGED SINCE PLANS WERE DRAWN. ANY CHANGES ARE TO BE BROUGHT TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE BEFORE ANY PLANTING IS DONE IN THE AREA.
7. ALL SHRUBS TO BE PLANTED AT LEAST 2' FROM BACK OF CURB OR SIDEWALK. EVEN IF SHRUB SYMBOL ON PLAN IS SHOWN CLOSER.
8. STEMS AND LEAVES TO BE REMOVED FROM LOWER PORTION OF TRUNKS OF MULTI-TRUNK TREES TO LEAVE A CLEAN APPEARANCE AND SO TREES APPEAR NEAR LIKE SHRUBS AND WIRE LINE TREES.
9. PLANT SUBSTITUTIONS WILL BE PERMITTED WITH WRITTEN APPROVAL OF OWNER'S REPRESENTATIVE. REQUEST SUBSTITUTIONS IN WRITING GIVING REASONS FOR SUCH SUBSTITUTIONS. DOCUMENT THAT REASONABLE EFFORT HAS BEEN MADE TO LOCATE SPECIES ORIGINALLY SPECIFIED. NO PLANT OR TREE SUBSTITUTIONS ALLOWED UNLESS PRIOR APPROVAL FROM OWNER'S REPRESENTATIVE.
10. TREAT ALL PLANTING AREAS WITH AN APPLICATION OF SURF. FOLLOW MANUFACTURER'S INSTRUCTIONS FOR APPLICATION.
11. REMOVE ALL WIRE, STRING, WIRE BASKETS, BURLAP, CONTAINERS, ETC. FROM THE ROOTBALL OF PLANTS BEFORE BACKFILLING THE PLANTING HOLE.
12. FINAL LOCATION OF ALL PLANT MATERIAL SHALL BE SUBJECT TO THE APPROVAL OF THE LANDSCAPE ARCHITECT.
13. CONTRACTOR SHALL NOTIFY OWNER'S REPRESENTATIVE 48 HOURS IN ADVANCE OF COMMENCEMENT OF WORK TO COORDINATE PROJECT INSPECTION SCHEDULES.
14. CONTRACTOR SHALL PROVIDE ONE YEAR WARRANTY ON PLANT MATERIAL FROM DATE OF SUBSTANTIAL COMPLETION. DEAD OR DAMAGED PLANT MATERIAL SHALL BE REPLACED AT NO COST TO THE OWNER UNLESS CAUSED BY FACTORS OUTSIDE THE CONTROL OF THE CONTRACTOR.

IRRIGATION NOTES

1. ASSUMED SYSTEM PRESSURE AND FLOW AT THE POINT OF CONNECTION IS LISTED ON THE IRRIGATION LEGEND. CONTRACTOR SHALL TEST AVAILABLE PRESSURE AND FLOW AND SUBMIT RESULTS TO OWNER'S REPRESENTATIVE FOR REVIEW AND APPROVAL PRIOR TO COMMENCING WORK. IN NO CASE SHALL CONTRACTOR COMMENCE WITH CONSTRUCTION IF MEASURED VALUES AT POINT OF CONNECTION ARE LESS THAN ASSUMED VALUES. FAILURE TO CONTACT THE OWNER'S REPRESENTATIVE SHOULD A DISCREPANCY OCCUR, WILL RESULT IN THE CONTRACTOR MAKING NECESSARY CHANGES TO THE IRRIGATION SYSTEM TO THE SATISFACTION OF THE OWNER'S REPRESENTATIVE WITHOUT ADDITIONAL COST TO THE OWNER.
2. CONTRACTOR IS RESPONSIBLE FOR OBTAINING ALL PERMITS FOR IRRIGATION WORK.
3. IRRIGATION PLAN IS DIAGRAMMATIC IN NATURE. PIPE, VALVE AND IRRIGATION SYSTEM COMPONENT LOCATIONS MAY BE SHOWN IN PAVED AREAS FOR DESIGN CLARIFICATION. ALL SYSTEM COMPONENTS WILL BE IN TURF OR LANDSCAPED AREAS WHERE POSSIBLE. ADJUST LOCATION OF ALL COMPONENTS TO COMPENSATE FOR FINAL SITE CONDITIONS AND PROVIDE OPTIMAL WATER COVERAGE.
4. CONTRACTOR SHALL BE RESPONSIBLE FOR ACCOMPLISHING FULL COVERAGE IN ALL AREAS WITH SPECIFIED EQUIPMENT. ANY DISCREPANCIES IN THE PLAN SHOULD BE BROUGHT TO THE ATTENTION OF THE OWNER'S REPRESENTATIVE DURING CONSTRUCTION.
5. ALL FITTINGS AND NECESSARY EQUIPMENT REQUIRED TO MAKE THE IRRIGATION SYSTEM OPERATE PROPERLY AND TO COMPLY WITH LOCAL AND STATE CODES ARE INCIDENTAL TO THESE PLANS AND ARE THE CONTRACTOR'S RESPONSIBILITY.
6. ALL WORK SHALL BE INSTALLED IN ACCORDANCE WITH APPLICABLE LOCAL CODES AND REQUIREMENTS.
7. CONTRACTOR WILL BE HELD LIABLE FOR GAINING ACCESS UNDER ALL HARD SURFACES.
8. SLEEVES SHOWN ON THE PLANS SHOULD BE VERIFIED FOR ACCESSIBILITY AND FEASIBILITY BEFORE BID IS MADE.
9. THE CONTRACTOR SHALL LOCATE AND VERIFY EACH WATER TAP TO WHICH THE IRRIGATION SYSTEM WILL CONNECT. ALL EQUIPMENT AND INSTALLATION METHODS SHALL COMPLY WITH THE STANDARDS OF THE CITY OF EL PASO AND THE SPECIFICATIONS.
10. CONTRACTOR IS RESPONSIBLE FOR ALL CONNECTIONS AND VALVES REQUIRED FOR THE FULL IMPLEMENTATION OF THE SYSTEM.
11. THE CONTRACTOR SHALL LOCATE AND VERIFY THE EXISTENCE OF ALL UTILITIES PRIOR TO INITIATING WORK.
12. THE CONTRACTOR WILL BE RESPONSIBLE FOR ANY DAMAGE OR INTERRUPTION IN SERVICE CAUSED BY THEIR EXCAVATIONS AND/OR WORK.
13. ALL REMOTE CONTROL VALVE WRES NEED TO BE LABELED AT VALVE WITH WATERPROOF LABELS AND AT CONTROLLER WITH CORRESPONDING LABEL. LETTER AND/OR NUMBER TAGS IN SEQUENTIAL ORDER SHALL BE PROVIDED BY CONTRACTOR. CONTRACTOR SHALL PROVIDE WATERPROOF ZONE MAP IN THE CONTROLLER ENCLOSURE WITH EACH ZONE CLEARLY IDENTIFIED.
14. VALVE BOXES AND CANS SHALL NOT BE LOCATED WITHIN 6" OF BACK OF CURB OR ANY HARDSCAPE EVEN IF SYMBOL ON PLANS IS SHOWN CLOSER.
15. TRENCHES FOR MAIN LINE SHALL BE OF SUFFICIENT DEPTH TO ALLOW MAINLINE TO BE A MINIMUM DEPTH OF 16" BELOW FINISHED GRADE. TRENCHES FOR LATERAL LINES SHALL BE OF SUFFICIENT DEPTH TO ALLOW FOR LATERALS TO BE A MINIMUM OF 12" BELOW FINISHED GRADE.
16. CONTRACTOR SHALL BE RESPONSIBLE FOR DAMAGE TO PLANT MATERIAL DUE TO SYSTEM FAILURE OR INFERIOR WORKMANSHIP DURING THE INSTALLATION OF PLANTS AND MAINTENANCE PERIOD.
17. THE IRRIGATION CONTRACTOR SHALL BE RESPONSIBLE FOR THE FINAL ELECTRICAL CONNECTION FOR CONTROLLERS. THIS SHALL INCLUDE ALL NECESSARY FUSE BOXES OR OTHER ELECTRICAL REQUIREMENTS.
18. IRRIGATION CONTRACTOR SHALL COORDINATE OPERATIONAL REQUIREMENTS OF THE IRRIGATION SYSTEM WITH THE IRRIGATION CONTROLLER(S) AND INSTRUCT THE OWNER ON ITS PROPER USE.
19. CONTRACTOR TO PROVIDE ONE YEAR WARRANTY OF MATERIALS AND WORKMANSHIP OF IRRIGATION SYSTEM FROM DATE OF SUBSTANTIAL COMPLETION. DAMAGED MATERIALS AND DEFECTIVE WORK SHALL BE REPLACED AT NO COST TO THE OWNER, UNLESS CAUSED BY FACTORS OUTSIDE THE CONTROL OF THE CONTRACTOR.

LIGHTING NOTES

1. CONTRACTOR TO COORDINATE PROGRAMMING OF LANDSCAPE LIGHTING TIMER WITH OWNER. SET TO TURN ON AT DUSK AND TURN OFF AT 1AM UNLESS OTHERWISE INSTRUCTED BY OWNER.
2. WIRE TO BE 12 GAUGE, 2 STRAND WIRE.
3. CONTRACTOR TO CONFIRM OPERATING VOLTAGE OF FINAL LIGHT FIXTURE ON CIRCUIT. OUTPUT VOLTAGE TO BE A MINIMUM OF 115V ON FINAL FIXTURE. IF OPERATING VOLTAGE IS LESS THAN 11V, CONTRACTOR TO CONFIRM WITH LANDSCAPE ARCHITECT ON FINAL SOLUTION.
4. WIRE TO BE BURIED A MINIMUM OF 6" DEPTH BELOW TOP OF GRADE. FOR WIRE UNDER HARDSCAPE, A 1" PVC CONDUIT SHALL BE PROVIDED A MINIMUM OF 12" DEPTH FROM BOTTOM OF HARDSCAPE.
5. ALL SPLICES TO HAVE WATER-PROOF CONNECTOR.



THE DRY LAND
 LANDSCAPE ARCHITECTS
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 9-581-2891
 INFO@TDLAND.COM

VIN RAMBLA ROUNDABOUT
 CLIENT: ETLAND COSMETICS
 ADDRESS: 414 SOUTHWEST CENTER STREET
 EL PASO, TEXAS 79902

SCALE: 100%	LANDSCAPE GENERAL NOTES	
SHEET: 1 OF 5	DATE: 2.28.23	SHEET CODE: L-1



PALMER'S AGAVE
Agave Palmeri



MUHLENBERGIA RIGENS
Deer Grass

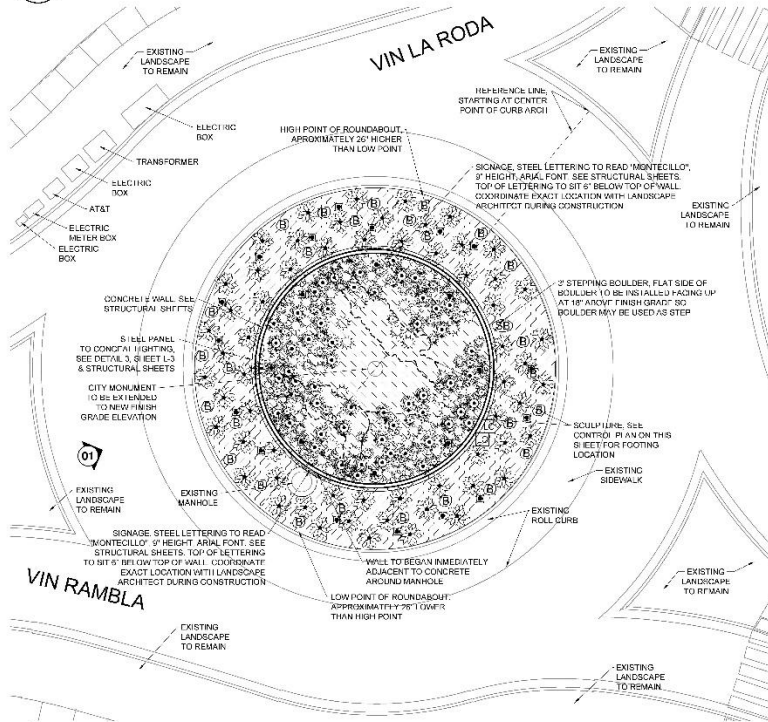


REGAL MIST
Muhlenbergia Capillaris



FOUNTAIN GRASS
Pennisetum Alopecuroides

PLANT IMAGES



LANDSCAPE PLAN

SCALE: 1" = 8'

PLANT LEGEND

SURBS	COMMON NAME	BOTANICAL NAME	SIZE	MIN HEIGHT	QTY
AGV	PALMER'S AGAVE	AGAVE PALMERI	5 GAL	12"	60
GRS	DEER GRASS	MUHLENBERGIA RIGENS	5 GAL	18"	68
GRS	REGAL MIST	MUHLENBERGIA CAPILLARIS	5 GAL	18"	66
GRS	FOUNTAIN GRASS	PENNISETUM ALOPECUROIDES	5 GAL	18"	56

*SEE HIRSHIG LON LEGEND FOR HIRSHIG LON REQUIREMENTS FOR THESE LOW WATER USE PLANTS

MATERIALS LEGEND

SYMBOL	DESCRIPTION	QTY	MODEL	COLOR	DETAIL
(B)	BOULDER	27	FOLIUM MIX OF 1' & 2'	DESERT TAN	SEE DETAIL 5, 7, 8
(R)	ROCK MIX	1,628 SF	4" - 6" DESERT TAN		WITH WEED-BARRIER FABRIC
(M)	MOUNTAIN		1" - 2" FOLIUM	DESERT TAN	WITH WEED-BARRIER FABRIC
(S)	ROCK		3/4" DESERT TAN		WITH WEED-BARRIER FABRIC

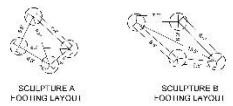
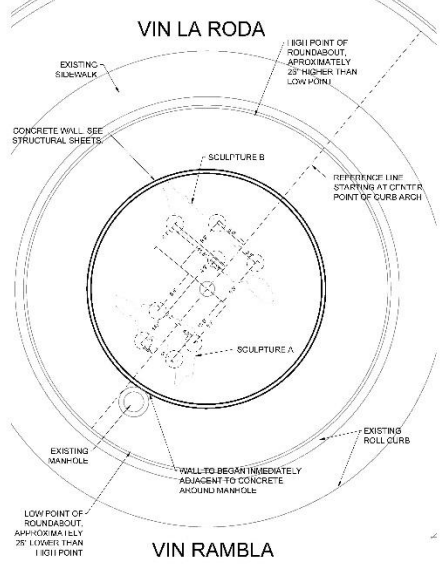
LIGHTING LEGEND

SYMBOL	MANUFACTURER/MODEL/DESCRIPTION
(L)	DIRECTIONAL LIGHT BULLANCE LED MINI BEAM SEE DETAIL 4 & SHEET L-5
(C)	COROP CODE: BULB/ARM BRASS STANDARD DIRECT MOUNT LAMP AND BEAM LED 1.5W/1.5V/2.0W/300K BEAMS/SPREAD: DEFAULT BEAMS/SPREAD
(R)	REIL LANCE LED BISCAYNE-FLI AT WELL LIGHT WITH A FLAT TOP AND GRATE TOP ORDER CODE: BISCAYNE-VL-FAT, BLACKENED BRASS STANDARD, GROUND MOUNT LAMP: 4W/2700K/MTU; 4W; SEE DETAIL 5, SHEET L-6 1.5V/1.5V/2.0W/300K BEAMS/SPREAD: 18 DEGREES
(T)	LIGHTING TRANSFORMER/CONTROLLER FX LUNNAIRE, MODEL EX-10 WITH EX-PC PHOTOCELL AND 9X TAPER PLUG IN TRANSFORMER. SEE ELECTRICAL SHEETS FOR POWER SERVICE INSTALLATION. QUANTITY 2. SEE DETAIL 3, SHEET L-3 & DETAIL 5, SHEET L-6

NOTE: STRIP LIGHTING FOLLOWING MODEL: SEP 29 TULIPT 2700K PWS - 12VAC - 0.8W/FT. ALSO INCLUDED AROUND BASE OF WALL. EACH PORTION OF STRIP LIGHT TO BE 10FT LONG AND DIRECTLY CONNECTED TO TRANSFORMER. NO LAMPY CHAINING. STRIP LIGHTING TO USE SEPARATE TRANSFORMER. SEE DETAIL 2, SHEET L-3

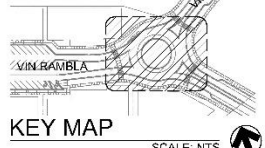
DEMO NOTE

EXISTING TREES SURBS, LANDSCAPE ROCK AND WEED-BARRIER FABRIC IN ROUNDABOUT TO BE REMOVED AND DISPOSED OF



SCULPTURE FOOTING CONTROL PLAN

SCALE: 1" = 6'



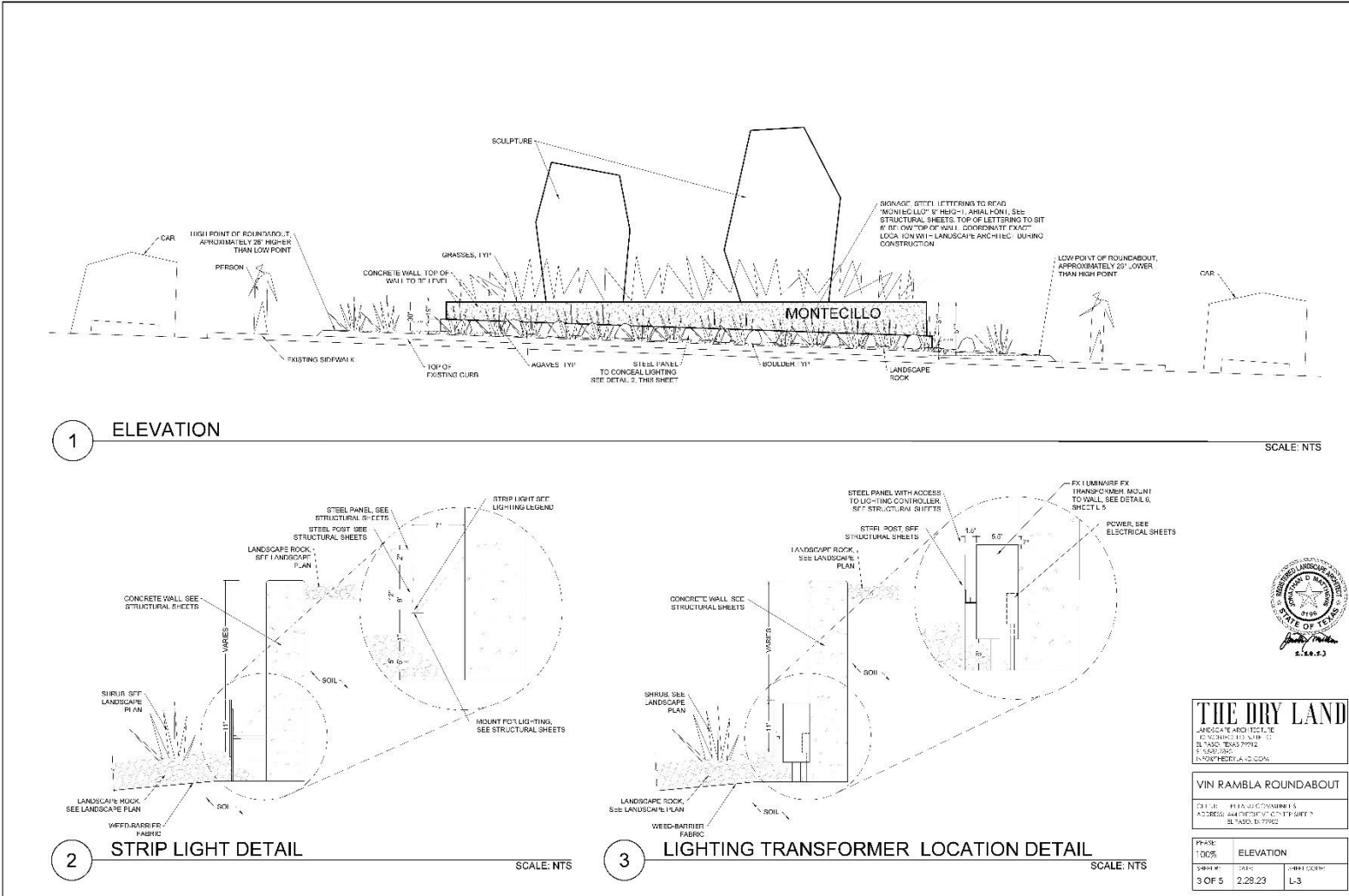
KEY MAP

SCALE: NTS

THE DRY LAND
LANDSCAPE ARCHITECTS
1105 W. MONTECILLO BLVD. SUITE 100
MONTICILLO, TEXAS 79553
PHONE: 817.485.7992
WWW.TDRYLAND.COM

VIN RAMBLA ROUNDABOUT
CLIENT: FTEL CORP./MONTICILLO
ARCHITECT: THE DRY LAND LANDSCAPE ARCHITECTS
DATE: 11/2022

SHEET NO.	TITLE	SHEET CODE
2 OF 5	LANDSCAPE PLAN	L-2

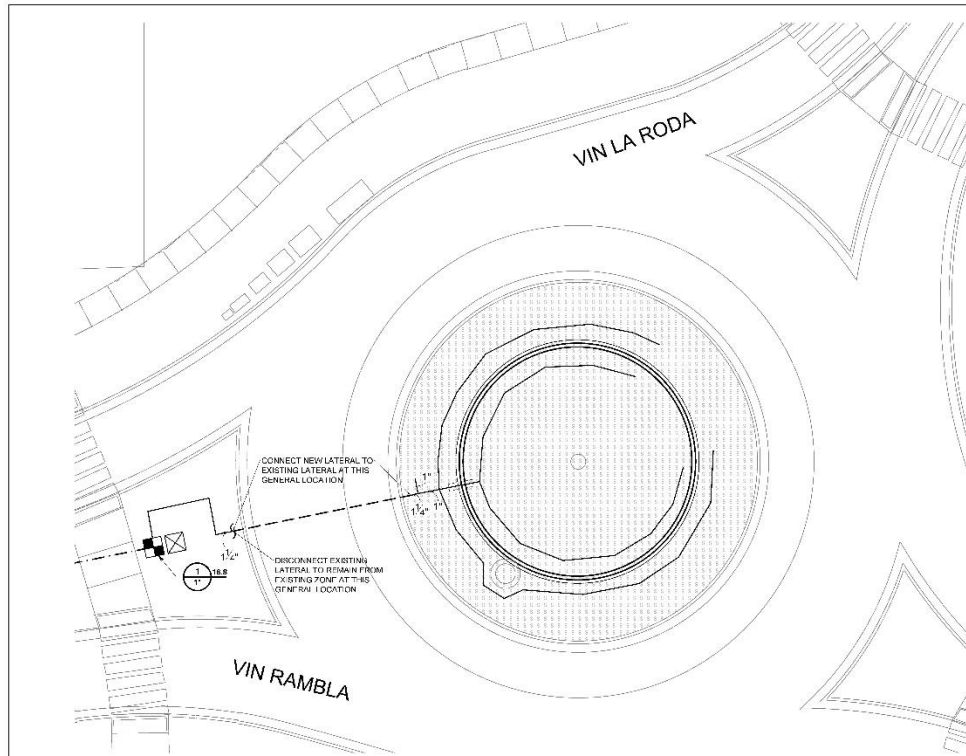


THE DRY LAND
LANDSCAPE ARCHITECTURE
15100 WINDY HILLS BLVD. #100
DALLAS, TEXAS 75242
P. 972.992.0000
WWW.THEDRYLAND.COM

VIN RAMBLA ROUNDABOUT

PROJECT: #15-000000000000000000
ADDRESS: 6447 W. 29TH STREET, SUITE 200
DALLAS, TX 75229

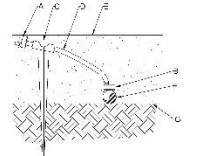
SCALE: 1/8"=1'-0"	DATE: 2.28.23	DESIGNER: L-3
SHEET NO: 3 OF 5	DATE: 2.28.23	SCALE: NTS



IRRIGATION PLAN



SCALE: 1" = 8'

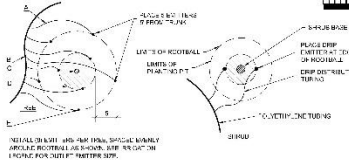


- A. RA INBEE DIFFUSER 3/32" GAP
- B. RA INBEE NEW BBS OR PRESSURE COMPENSATING MODULE MATTER (BBS - IRREGULAR SPACING NEW - SEMI IRR)
- C. UNIVERSAL 1/4" TUBING SPACE, DRAIN DIFER TS-225
- D. 1/4" INST. 3/8" THIN TUBING, RAIN RAIN 1/2" X 1/2" (RAIN BIRD) 1/2" HUBS/SLITS
- E. TOP OF ALL C11
- F. 2047 POLYETHYLENE TUBING, RA INBEE ATTYC SERIES TUBING
- G. FRESH GRADE

NOTES:
 1. USE RAIN 1/2" TO RAINBIRD 1/2" X 1/2" TO VERIFY RAINBIRD VECTOR DIRECTLY INTO 1/4" POLYETHYLENE TUBING.
 2. 2047 POLYETHYLENE TUBING UNDEVELOPED UNCALIBRATED SLOTTED ORIFICE.

DRIP EMMITER FOR PLANTS

SCALE: NTS



NOTES:
 1. ALL PLANTS RECEIVE SAME IV TREES
 • 1/2" INCH 4" CPH
 • RECTILULAR SCALE SPRINKLES - 5 GPH-4 (2000)
 • 200 WATER-USE SPRINKLES - 4 GPH-4 (2000)

DRIP EMMITER FOR PLANTS

SCALE: NTS

IRRIGATION LEGEND

ASSUMED EXISTING PRESSURE IS 110 PSI AND FLOW IS 1061 GPM AS PROVIDED BY EL PASO WATER

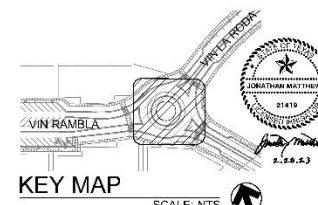
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION
	HUNTER IEE-10-40 DRIP CONTROL ZONE RT WITH ASSOCIATED LATCHING SOLENOID AND TWO-WIRE 00000000-SEC DETAIL 10, 91, ECT. 5
	EXISTING VALVE, IF ENTIRETY OF EXISTING ZONE CONSISTS OF ROUNDABOUT PLUSES THIS VALVE IN THE PLACE OF PROVIDING A NEW VALVE, IF ZONE AREA INCLUDES OTHER AREA NOT IN ROUNDABOUT, VALVE IS TO REMAIN IN USE FEEDING OTHER AREAS OUT AND OFF EXISTING LATERALS AS NEEDED, SO THAT EXISTING LATERAL CROSSING ROAD INTO ROUNDABOUT IS NOW CONNECTED TO NEW VALVE
	AREA TO RECEIVE DRIP EMITTERS FOR SHRUBS PROVIDE 20" POLY TUBING FEEDING RA INBEE EMITTERS FOR SHRUBS IN THIS AREA EACH PORTION OF POLY TUBING NOT TO FEED MORE THAN 10 SHRUBS. POLY TUBING TO NOT RUN LONGER THAN 50 FT. EXTEND PVC LATERALS AS NEEDED. RAIN BIRD XB-20PC FOR 2 GAL. SHRUBS. RAIN BIRD XB-20PC FOR 1 GAL. LOW-WATER USE SHRUBS. SFT. 1/2" TUB. ON THIS SHEET
EMITTER RATES: 2.0 GPH @ 1 inches (2 assigned to each 5 gal. plant) 2.0 GPH @ 1 inches (2 assigned to each 5 gal. plant)	
SYMBOL	MANUFACTURER/MODEL/DESCRIPTION
	EXISTING LATERAL LINE TO REMAIN
	IRRIGATION LATERAL LINE - PVC SCHEDULE 40 FOR SHRUBS SEE PLAN FOR PIPE SIZE. SEE DETAIL 1, SHEET L-4
	EXISTING IRRIGATION MAINLINE TO REMAIN
	PIPE 6" R/PVC: PVC SCHEDULE 40 SIZED 2 INCHES LARGER THAN TOTAL DIAMETER OF PIPES WITHIN. HANDEICATE, IF DISTURBED, CONTRACTOR IS RESPONSIBLE TO PATCH AND REPAIR. SEE DETAIL 8, SHEET L-5

IRRIGATION NOTES

- CONTRACTOR TO HAND-WATER ALL PLANT MATERIAL WHICH FAILS TO RECEIVE PROPER IRRIGATION TO CORRECT MECHANICAL OR ANY PLANT MATERIAL WHICH IS DAMAGED OR DIES SHALL BE REPLACED BY CONTRACTOR AT NO ADDITIONAL COST TO OWNER. THIS INCLUDES ALL PLANT MATERIAL ASSOCIATED WITH EXISTING IRRIGATION SYSTEM. EVEN IF IS NOT SHOWN ON PLAN.
- DO NOT LOCATE PVC LATERALS OR POLY TUBING WITHIN 12" OF WALL OR SCULPTURE FOOTINGS

DEMO NOTES

- EXISTING 6000 IERS CANALS, 1/2" INCH POLY TUBING, SUB-SURFACE DRIP TUBING, AND LATERALS WITHIN ROUNDABOUT TO BE REMOVED AND DISPOSED OF



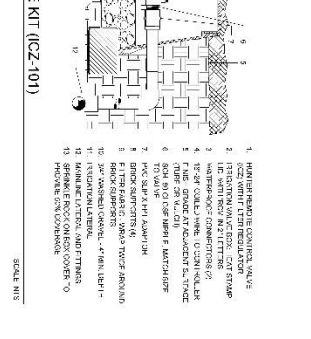
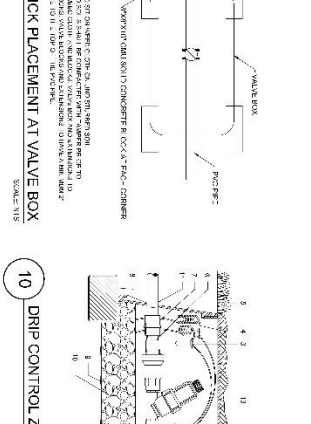
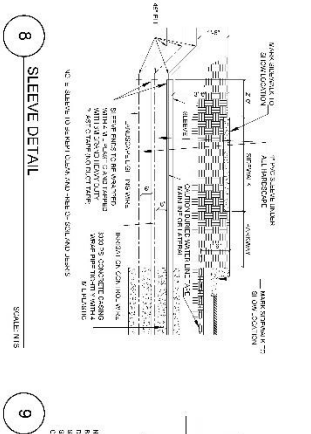
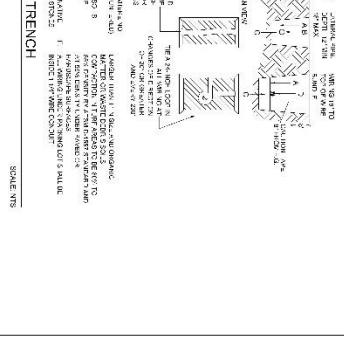
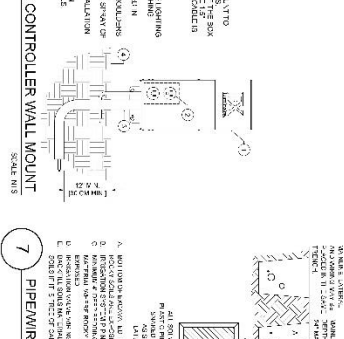
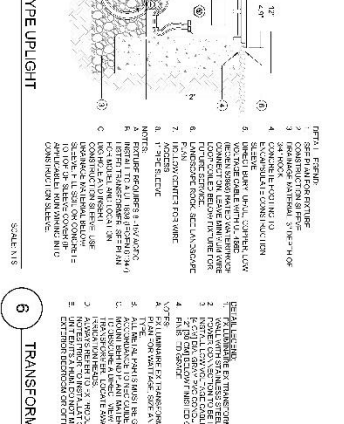
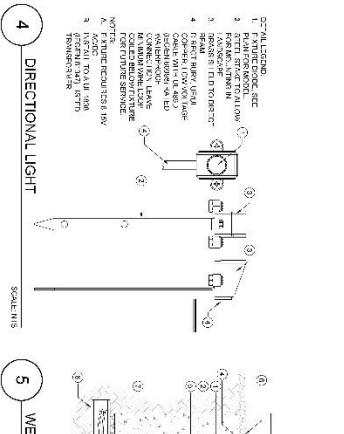
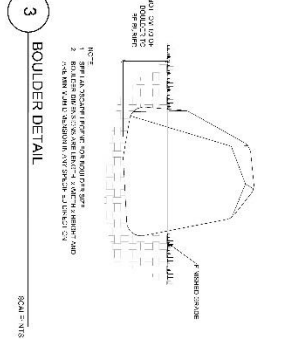
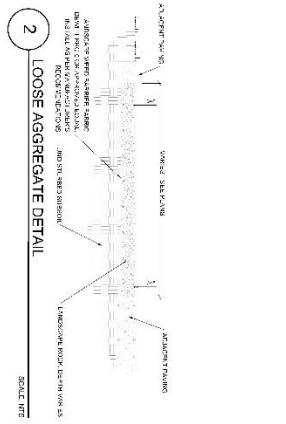
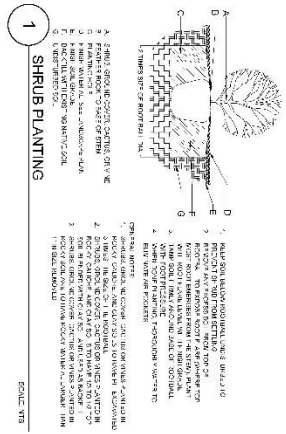
KEY MAP

SCALE: NTS

THE DRY LAND
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 160 NORTH SHELBY BLVD. #100
 EL PASO, TEXAS 79902
 P. 953-8855
 INFO@TDRLAND.COM

VIN RAMBLA ROUNDABOUT
 21819
 2.28.23

TITLE	IRRIGATION PLAN	
SHEET #	4 OF 5	SHEET COUNT
DATE	2.28.23	SCALE
		L-4



THE DRY LAND

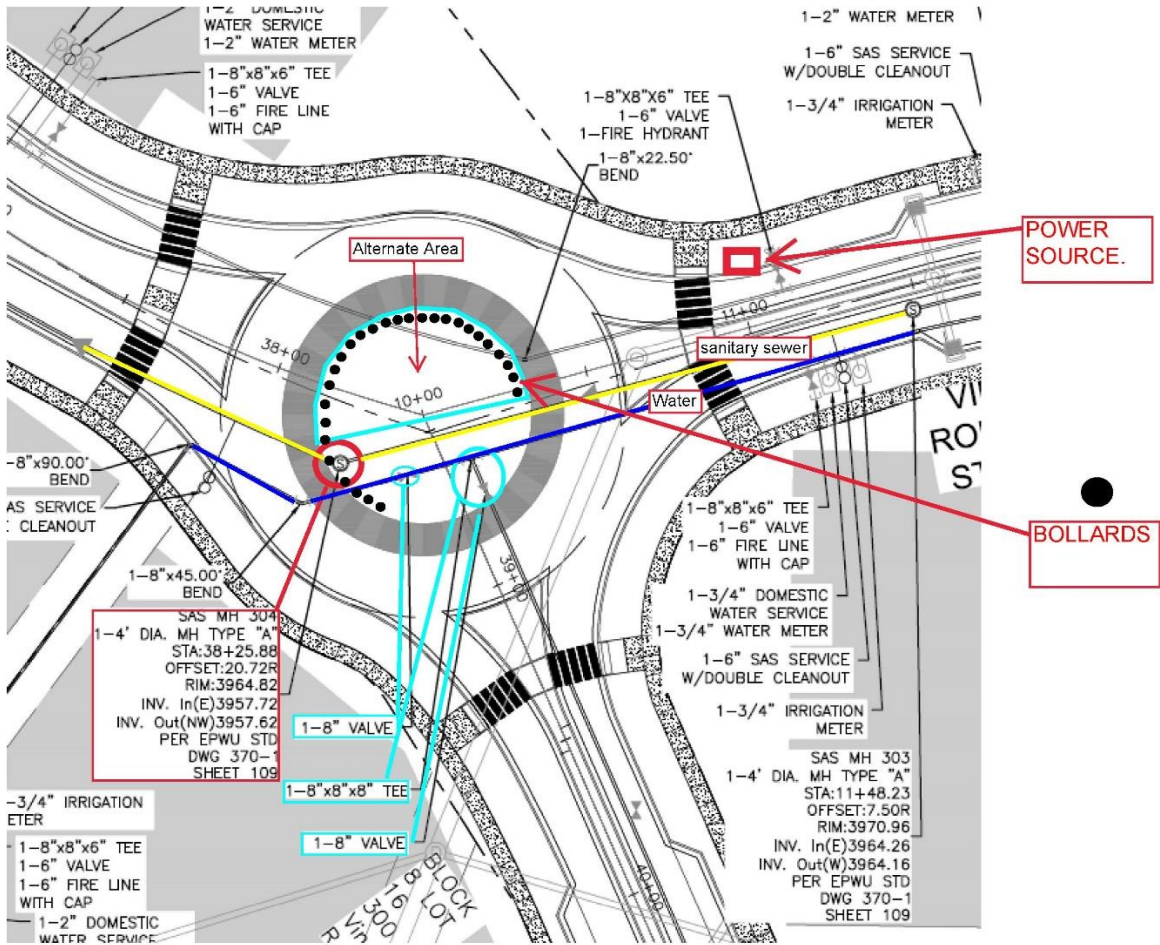
LANDSCAPE ARCHITECTS

1005 S. 10TH AVENUE, SUITE 100
 DENVER, COLORADO 80202
 TEL: 303.733.1111
 FAX: 303.733.1112
 WWW.DRYLANDARCH.COM

VIN RAMBLA ROUNDABOUT

PROJECT LOCATION: VIN RAMBLA ROUNDABOUT
 PROJECT NO.: 228-23
 DATE: 1/8

SCALE: 1/8" = 1'-0"



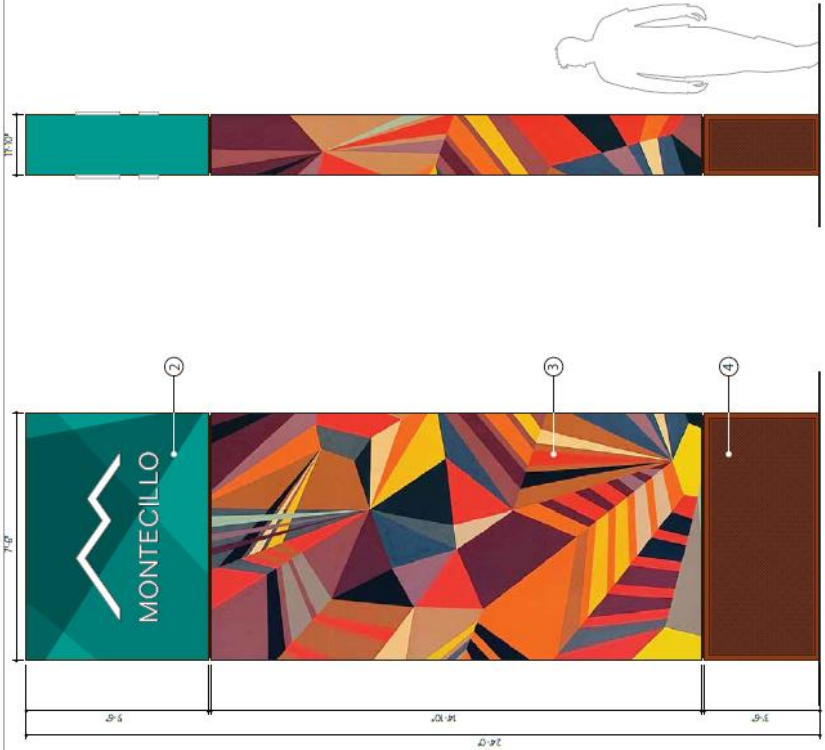
EXHIBITS B (Signs)

SIGNAGE CONCEPTS

D SITE DISTRICT PYLON SIGN



- KEYNOTES**
- 1 Fabricated aluminum and steel sign with structural framing as required. Sign is internally illuminated with LEDs. Sign is double sided.
 - 2 Masked and painted aluminum panel with push through white front/translucent acrylic letterforms.
 - 3 Smooth aluminum surface for advertising or artistic as preferred.
 - 4 Fabricated custom panel and base. 30" staggered pattern shown.
 - 5 Concrete footing and foundation as required.

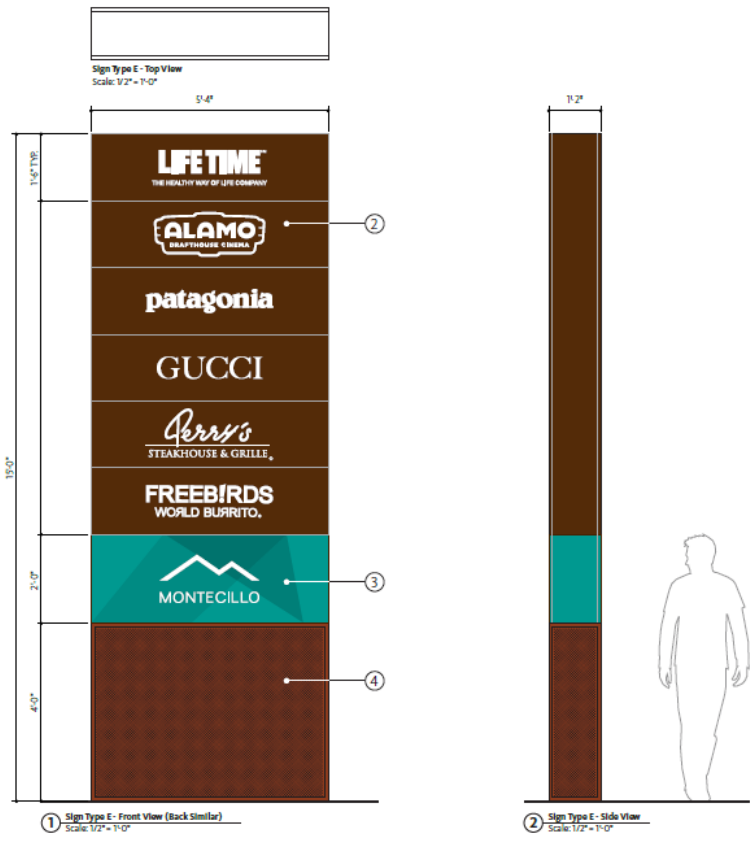


② Sign Type D - Side View
Scale: 3/8" = 1'-0"

① Sign Type D - Front View (Back Similar)
Scale: 3/8" = 1'-0"



SIGNAGE CONCEPTS E / MULTI-TENANT MONUMENT SIGN



- KEYNOTES**
- 1 Fabricated aluminum and steel sign with structural framing as required. Sign is internally illuminated with LEDs. Sign is double sided.
 - 2 Changeable painted aluminum panel with face lit tenant logo mark.
 - 3 Masked and painted aluminum panel with push through white frosted/translucent acrylic letterforms. Letterforms to be face lit with white LEDs.
 - 4 Perforated corten panel and base. 3/8" staggered pattern shown.
 - 5 Concrete footing and foundation as required.



SIGNAGE CONCEPTS

E.1 E.2

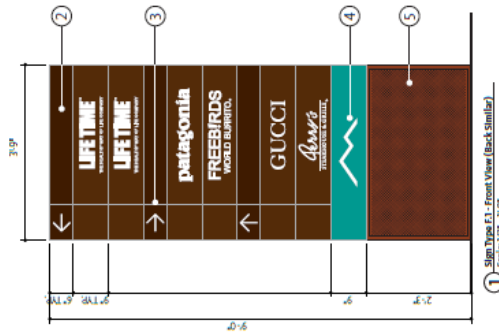
PRIMARY & SECONDARY VEHICULAR DIRECTIONAL

KEYNOTES

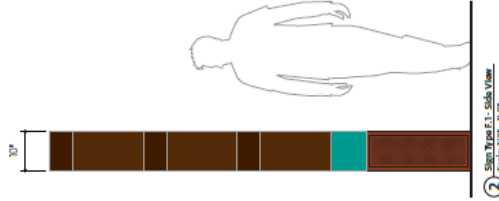
1. Fabricated aluminum and steel sign with structural framing as required.
2. Changeable painted aluminum panel. Panel to receive white reflective arrow and copy.
3. Painted vertical striping.
4. Painted aluminum panel with white acrylic dimensional logo mark.
5. Perforated corner panel and base, 3/8" staggered pattern shown.
6. Concrete footing and foundation as required.



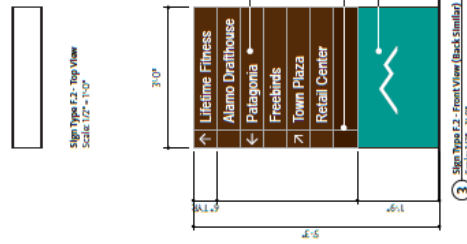
Sign Type E.1 - Top View
Scale: 1/2" = 1'-0"



1 Sign Type E.1 - Front View (Back Similar)
Scale: 1/2" = 1'-0"



2 Sign Type E.1 - Side View
Scale: 1/2" = 1'-0"



3 Sign Type E.2 - Front View (Back Similar)
Scale: 1/2" = 1'-0"



4 Sign Type E.2 - Side View
Scale: 1/2" = 1'-0"



Environmental Graphic Design Presentation

EXHIBIT C



ROMAN BUSTILLOS, P.E.
President
SERGIO J. ADAME, P.E.
Vice President - Engineering
AARON ALVARADO, R.P.L.S.
Vice President - Surveying
HECTOR MARTINEZ, P.E.
Associate Partner
TBPE Reg. No. F-737
TBPLS Reg. No. 101314-00

METES AND BOUNDS DESCRIPTION

A 0.0307 acre parcel situate within the City of El Paso, El Paso County, Texas as a portion of Vin Rambla Drive and Vin La Roda Drive Rights-of-Ways (variable widths) within Montecillo Unit Eleven as recorded in File No. 20180006139, El Paso County Plat Records and being more particularly described by metes and bounds as follows:

COMMENCING at a city monument found at the roundabout radius point of Vin Rambla Drive (variable width) and Vin La Roda Drive (variable width), **WHENCE**, a city monument found at the intersection of said Vin Rambla Drive and Vin Morella Way (47 feet wide) bears, North 56°12'14" West, a distance of 682.23 feet; **THENCE**, leaving said roundabout radius point, North 01°27'31" East, a distance of 20.65 feet to a point for the beginning of a non-tangent curve to the right and the **POINT OF BEGINNING** of the parcel herein described;

THENCE, along the arc of a curve to the right having a radius of 20.65 feet, a central angle of 360°00'00" and an arc length of 129.72 feet to the **POINT OF BEGINNING**.

Said parcel containing 0.0307 acres (1,339.0 square feet), more or less, and being subject to all easements, restrictions and covenants of record.

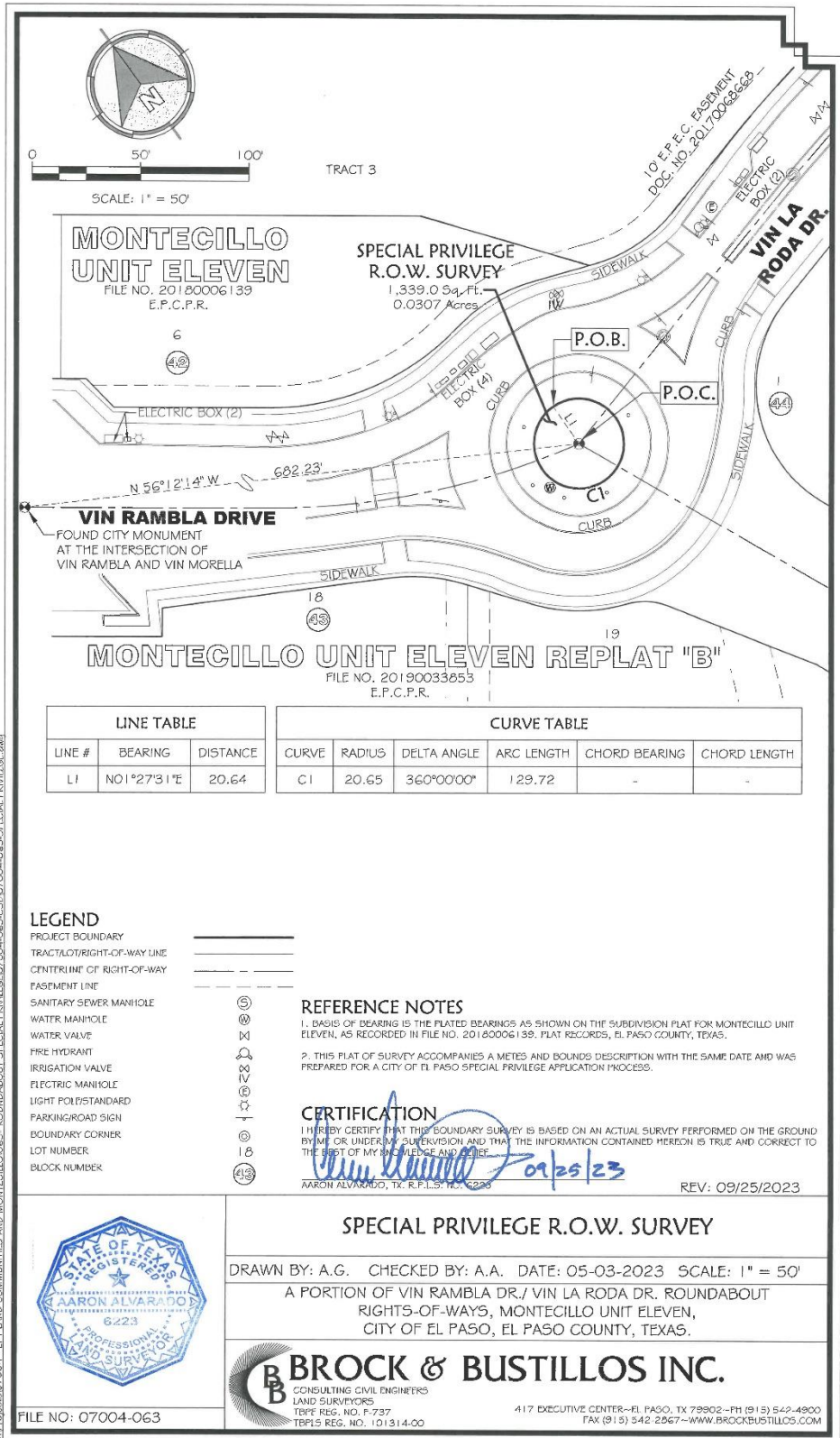
This metes and bounds description accompany a plat of survey with the same date and was prepared for a City of El Paso Special Privilege Application process.

Aaron Alvarado, TX R. P. L. S. No. 6223

Date: September 25, 2023

07004-063-ROUNDAABOUT-DESC-REVISED.doc





MONTECILLO UNIT ELEVEN
 FILE NO. 20180006139
 E.P.C.P.R.

SPECIAL PRIVILEGE R.O.W. SURVEY
 1,339.0 Sq. Ft.
 0.0307 Acres

VIN RAMBLA DRIVE
 FOUND CITY MONUMENT AT THE INTERSECTION OF VIN RAMBLA AND VIN MORELLA

MONTECILLO UNIT ELEVEN REPLAT "B"
 FILE NO. 20190033853
 E.P.C.P.R.

LINE TABLE

LINE #	BEARING	DISTANCE
L1	N01°27'31"E	20.64

CURVE TABLE

CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	20.65	360°00'00"	129.72	-	-

- LEGEND**
- PROJECT BOUNDARY
 - TRACT/RIGHT-OF-WAY LINE
 - CENTRILINE OF RIGHT-OF-WAY
 - EASEMENT LINE
 - SANITARY SEWER MANHOLE
 - WATER MANHOLE
 - WATER VALVE
 - FIRE HYDRANT
 - IRRIGATION VALVE
 - ELECTRIC MANHOLE
 - LIGHT POLE/STANDARD
 - PARKING/ROAD SIGN
 - BOUNDARY CORNER
 - LOT NUMBER
 - BLOCK NUMBER

- REFERENCE NOTES**
1. BASIS OF BEARING IS THE PLATED BEARINGS AS SHOWN ON THE SUBDIVISION PLAT FOR MONTECILLO UNIT ELEVEN, AS RECORDED IN FILE NO. 20180006139, PLAT RECORDS, EL PASO COUNTY, TEXAS.
 2. THIS PLAT OF SURVEY ACCOMPANIES A METES AND BOUNDS DESCRIPTION WITH THE SAME DATE AND WAS PREPARED FOR A CITY OF EL PASO SPECIAL PRIVILEGE APPLICATION PROCESS.

CERTIFICATION
 I HEREBY CERTIFY THAT THIS BOUNDARY SURVEY IS BASED ON AN ACTUAL SURVEY PERFORMED ON THE GROUND BY ME OR UNDER MY SUPERVISION AND THAT THE INFORMATION CONTAINED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.
Arnon Alvarado 09/25/23
 ARNON ALVARADO, TX. R.F.L.S. NO. 6220
 REV: 09/25/2023



SPECIAL PRIVILEGE R.O.W. SURVEY

DRAWN BY: A.G. CHECKED BY: A.A. DATE: 05-03-2023 SCALE: 1" = 50'

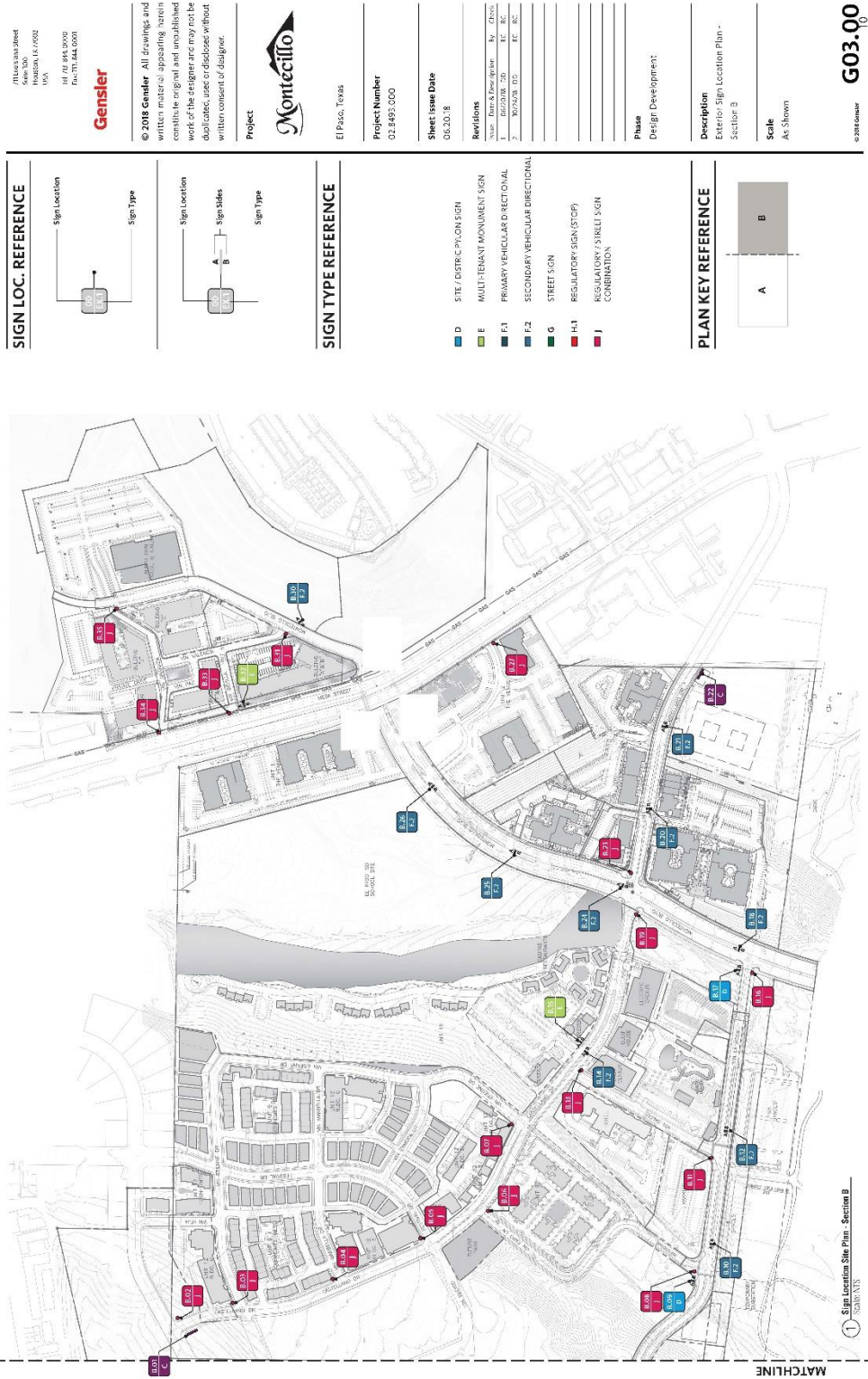
A PORTION OF VIN RAMBLA DR./ VIN LA RODA DR. ROUNDABOUT RIGHTS-OF-WAYS, MONTECILLO UNIT ELEVEN, CITY OF EL PASO, EL PASO COUNTY, TEXAS.

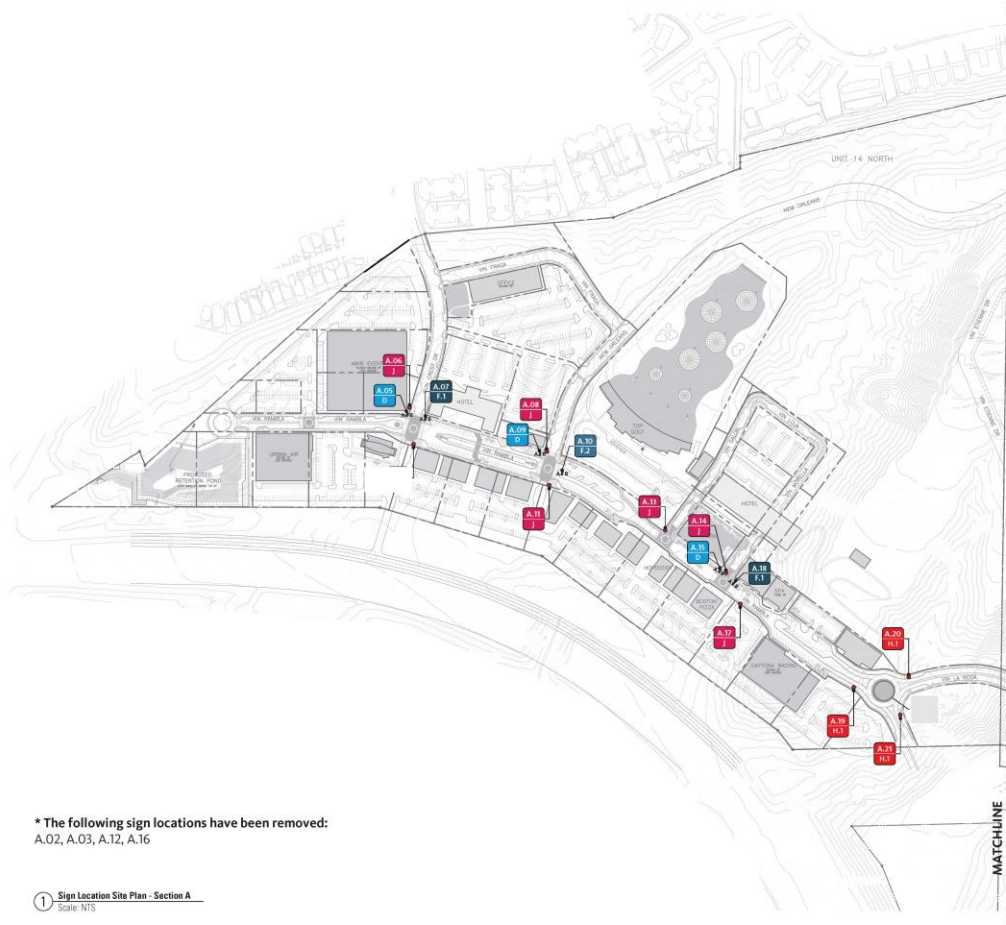
BROCK & BUSTILLOS INC.
 CONSULTING CIVIL ENGINEERS
 LAND SURVEYORS
 TBP# REG. NO. P-737
 TBP# REG. NO. 101314-00

417 EXECUTIVE CENTER - EL PASO, TX 79902 - FH (915) 542-4900
 FAX (915) 542-2967 - WWW.BROCKBUSTILLOS.COM

Sep 25, 2023 - 4:37pm
 S:\Projects\07004 - EPLAND COMMUNITIES AND MONTECILLO\063 - ROUNDABOUT SPECIAL PRIVILEGE\07004\063-CB\07004-063-SPECIAL PRIVILEGE.dwg

EXHIBIT D

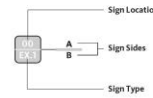
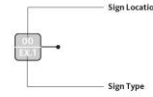




* The following sign locations have been removed:
A.02, A.03, A.12, A.16

1 Sign Location Site Plan - Section A
Scale: NTS

SIGN LOC. REFERENCE



SIGN TYPE REFERENCE

- D SITE / DISTRICT PYLON SIGN
- E MULTI-TENANT MONUMENT SIGN
- F.1 PRIMARY VEHICULAR DIRECTIONAL
- F.2 SECONDARY VEHICULAR DIRECTIONAL
- G STREET SIGN
- H.1 REGULATORY SIGN (STOP)
- J REGULATORY / STREET SIGN COMBINATION

PLAN KEY REFERENCE



771 Louisiana Street
Suite 200
Houston, TX 77002
USA
Tel: 713.844.0000
Fax: 713.844.0001

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Project



El Paso, Texas

Project Number
02.8493.000

Sheet Issue Date
06.20.18

Revisions

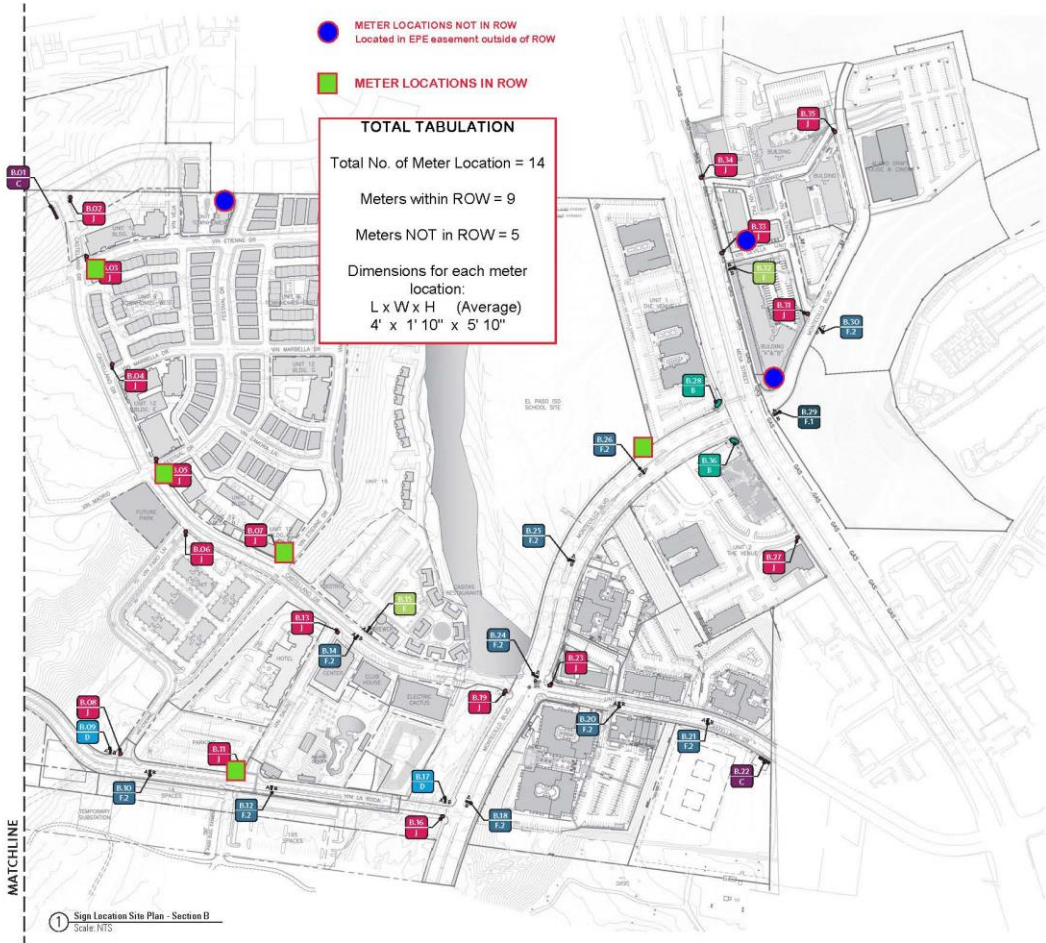
Issue	Date & Description	By	Check
1	06/20/18 - DD	RC	RC
2	10/24/18 - DD	RC	RC

Phase
Design Development

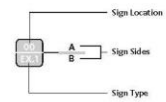
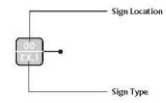
Description
Exterior Sign Location Plan -
Section A

Scale
As Shown

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9



SIGN LOC. REFERENCE



731 Louisiana Street
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 Houston, TX 77002
 USA
 Tel: 713.944.0000
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Project



El Paso, Texas

Project Number
 02.8493.000

Sheet Issue Date
 06.20.18

Revisions

Issue	Date	Description	By	Check
1	06/20/18	-DD	RC	RC
2	10/24/18	-DD	RC	RC

Phase
 Design Development

Description
 Exterior Sign Location Plan -
 Section B

Scale
 As Shown

G03.00
 10

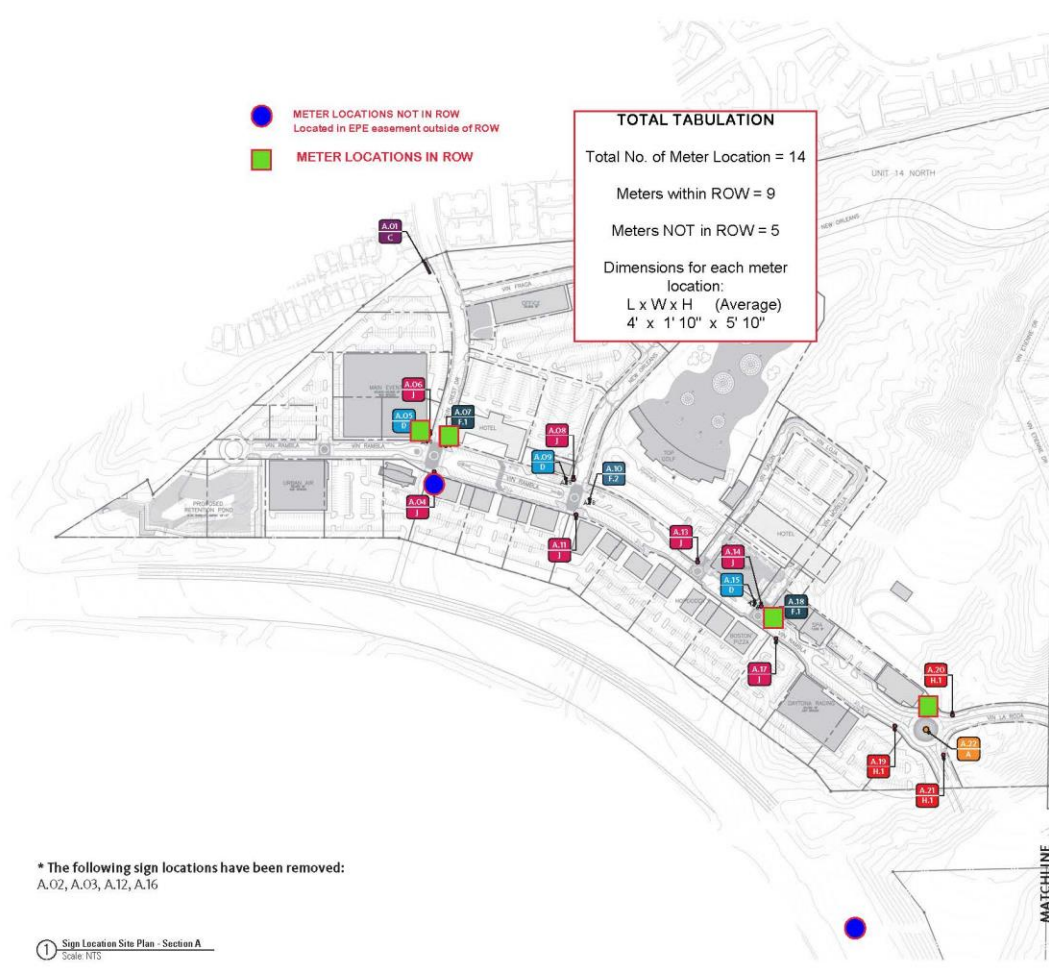
SIGN TYPE REFERENCE

- A ICONIC PYLONS
- A.2 120MM BEACON
- B PRIMARY MONUMENT SIGN
- C SITE MONUMENT SIGN
- D SITE / DISTRICT PYLON SIGN
- E MULTI-TENANT MONUMENT SIGN
- F.1 PRIMARY VEHICULAR DIRECTIONAL
- F.2 SECONDARY VEHICULAR DIRECTIONAL
- G STREET SIGN
- H.1 REGULATORY SIGN (STOP)
- J REGULATORY / STREET SIGN COMBINATION

PLAN KEY REFERENCE



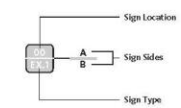
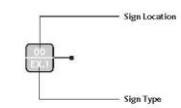
1 Sign Location Site Plan - Section B
 Scale: NTS



* The following sign locations have been removed:
A.02, A.03, A.12, A.16

1 Sign Location Site Plan - Section A
Scale: NTS

SIGN LOC. REFERENCE



SIGN TYPE REFERENCE

- A ICONIC PYLONS
- A.2 ICONIC BENDON
- B PRIMARY MONUMENT SIGN
- C SITE MONUMENT SIGN
- D SITE / DISTRICT PYLON SIGN
- E MULTI-TENANT MONUMENT SIGN
- F.1 PRIMARY VEHICULAR DIRECTIONAL
- F.2 SECONDARY VEHICULAR DIRECTIONAL
- G STREET SIGN
- H.1 REGULATORY SIGN (STOP)
- J REGULATORY / STREET SIGN COMBINATION

PLAN KEY REFERENCE



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Project
Montecillo
El Paso, Texas

Project Number
02.8493.000

Sheet Issue Date
06.20.18

Revisions

Issue	Date	Description	By	Check
1	06/20/18	CD	RC	RC
2	10/24/18	CD	RC	RC

Phase
Design Development

Description
Exterior Sign Location Plan - Section A

Scale
As Shown

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9