

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

**AGENDA DATE:** October 12, 2021  
**PUBLIC HEARING DATE:** October 26, 2021

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

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

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

**SUBGOAL:** 3.1 Provide business friendly permitting and inspection processes  
3.2 Improve the visual impression of the community

**SUBJECT:**

An Ordinance renewing a Special Privilege License to the El Paso Electric Company, Owner and El Paso Parking Inc., Lessee, to permit off-street parking within a portion of Rim Road right-of-way, by extending the term for another five years.

Subject Property: South of Rim Rd. and West of El Paso St.  
Applicant: El Paso Parking Inc. NESV2020-00005

**BACKGROUND / DISCUSSION:**

The renewal request will allow temporary use of a portion of public right-of-way along Rim Road for off-street parking. The parking area encroaches eight (8) feet onto the public right-of-way. The area of encroachment is located within two (2) parcels for a total of 6,800 square feet area of encroachment. This Special Privilege has been in effect since 1995. These parking spaces will continue to serve Las Palmas Hospital staff.

**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

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

**DEPARTMENT HEAD:**

  
Philip F. Etiwe, Planning and Inspections Director

**ORDINANCE NO. \_\_\_\_\_**

**AN ORDINANCE RENEWING A SPECIAL PRIVILEGE LICENSE TO THE EL PASO ELECTRIC COMPANY, OWNER, AND EL PASO PARKING, INC. LESSEE, TO PERMIT OFF-STREET PARKING WITHIN A PORTION OF RIM ROAD RIGHT-OF-WAY, BY EXTENDING THE TERM FOR ANOTHER FIVE YEARS.**

**WHEREAS**, the El Paso City Council approved a Special Privilege License by Ordinance No. 012393 on March 16, 1995 as amended by Ordinance No. 016167 (hereinafter referred to as “the License”), which authorized El Paso Electric Company, (Owner), and El Paso Parking, Incorporated, (Lessee), (hereinafter referred to as “Grantees”), temporary use of a portion of public right-of-way more particularly a portion of Rim Road (hereinafter referred to as the (“License Area”) for off-street parking purposes; and

**WHEREAS**, Grantees have submitted written request to extend the grant of the special privilege license originally provided by Ordinance 012393, for an additional five (5) years to use this portion of public right-of-way; and

**WHEREAS**, the El Paso City Council finds that the grant of a Special Privilege extension, upon the terms and conditions hereinafter set forth, is not inconsistent with and will not unreasonably impair the public use of the right-of-way.

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

**SECTION 1. DESCRIPTION**

The City of El Paso (hereinafter called “City”) hereby grants a Special Privilege License Renewal (hereinafter called “License”) to The El Paso Electric Company, and El Paso Parking, Inc., (hereinafter referred to as the “Grantee”), to permit off-street parking. The area of encroachment is a total of 6,800 square feet within a portion of Rim Road right-of-way as shown in the survey, Exhibit “A,” which is made a part hereof for all purposes (hereinafter referred to as “License Area”).

**SECTION 2. LICENSE AREA**

The surface rights granted herein along portions of rights-of-way along Rim Road and legally described as City of El Paso, El Paso County, Texas, to permit the future maintenance, use and repair of the off-street parking area is more particularly shown in Exhibit “B,” which is made a part hereof for all purposes (hereinafter referred to as “License Area”).

**SECTION 3. USE OF PROPERTY**

This License is granted solely for the surface encroachment onto City right-of-way to permit off-street parking within a portion of Rim Road. Grantee agrees to maintain the License Area in property working condition and in accordance with all applicable City specifications, which include restoration to allow and not impede the City’s use of the right of way for pedestrian access.

Except for 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 not cost to the City, shall clean up all litter and debris within the License Area, leaving City rights-of-way in a clean and orderly condition at all times.

This License shall not permit or be construed to permit any other private use of the City rights-of-way that impairs its function as a City right-of-way. Except for maintenance of the off-street parking area as provided herein, Grantee shall not construct any additional improvements, or make any addition 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, or maintaining the off-street parking area shall be subject to all applicable City, State, Federal requirements applicable to the maintenance and repair of the off-street parking area. Work done in connection with the repair and maintenance of the off-street parking area is subject to the continuing police power of the City.

In the event that Grantee desires to reconstruct, repair, maintain, or replace the off-street parking area installed 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 to remove or abate the same, at the expense of Grantee. In the event City removes or abates the License Area as provided herein, Grantee shall not be compensated for the loss of the License Area, or revenues associated with the area, nor shall the City be liable to the Grantee for any direct, indirect or consequential damages due to the removal or abatement of the License Area.

#### **SECTION 5. TERM**

This Special Privilege shall be for a term of five (5) 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 five (5) year term upon the request of the Grantee and approval of the El Paso City Manager. 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 renewal 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 off-street parking spaces, 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, Grantee shall pay to the City TWO THOUSAND TWO HUNDRED TEN AND 00/100 DOLLARS (\$2,210.00) per year. The annual fee shall remain the same for a period of five years 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 off-street parking area, 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 five (5) year term of the License, prior to the execution of this License. The five (5) year amount is equal to TEN THOUSAND FOUR HUNDRED TWENTY-FOUR AND 79/100 DOLLARS (\$10,424.79). Said (\$10,424.79 reflects the net present value (NPV) at a three percent (3%) discount rate of the annual fees for the entire five (5) 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 5-year term.

Both the annual consideration and the advance payment shall be exclusive of and in addition to all general municipal taxes of whatever nature, including, but not limited to, ad valorem taxes, assessments for public improvements or any other assessments that may be enacted during the term of this License or any renewal, except hereinafter provided. The fee established in this section shall not be affected by any relocation of Grantee's off-street parking area 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 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 (\$1,000,000.00) 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 or certificate 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 off-street parking area or a portion thereof or ceases to use the off-street parking area 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 of the off-street parking area, this License shall automatically terminate, free and clear of any right, title, or interest in Grantee without the necessity of any notice to Grantee or any re-entry by the City.

#### **SECTION 12. CANCELLATION**

Grantee shall have the option to terminate this License at any time upon giving the City written notice ninety (90) days in advance of such termination. In addition, the City shall have the option to cancel and terminate this License for failure of Grantee to comply with any material provision or requirement contained in this agreement after ninety (90) days written notice to Grantee. However, if said breach or failure to comply cannot be reasonably cured within ninety (90) days, if Grantee shall proceed promptly to cure the same with due diligence, the time for curing such failure to comply shall be extended for such period of time as may be deemed reasonably necessary by the City to complete such curing unless such breach involves public safety.

The City shall have the option to terminate this License at any time upon giving the Grantee written notice ninety (90) days in advance of such termination, at no cost to the City and may take possession of the City right-of-way. All rights of the Grantee for the City right-of-way shall then be terminated. If the License is cancelled by the City, Grantee shall not be entitled to a refund of the paid annual consideration for the months remaining in the License year (the twelve-month period beginning on the effective date of this License). If this License is cancelled due to Grantee's failure to cure any default under this License, abandonment or cancellation by Grantee, Grantee shall not be entitled to a refund of consideration paid to the City.

Upon termination of this License, prior to the expiration of the original term for any reason, Grantee shall remove Grantee's off-street parking area 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 of ninety (90) days in advance of such termination, at no cost to the City and may take possession of the City right-of-way. All rights of the Grantee for the City right-of-way shall 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 replacement, maintenance, and repair of the off-street parking area 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 N. Campbell  
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 N. Campbell  
El Paso, Texas 79901

GRANTEE: El Paso Electric Company  
100 North Stanton  
El Paso, Texas 79901

And: El Paso Parking Inc.  
ATTN: Laura Pople  
100 Stanton Suite 630  
El Paso, TX 79901

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 statutes, laws, codes and ordinances applicable to Grantee's 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 all parties.

**SECTION 23. SEVERABILITY**

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

**SECTION 24. LAWS GOVERNING/VENUE**

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

**SECTION 25. RESTRICTIONS AND RESERVATIONS**

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

**SECTION 26. EFFECTIVE DATE**

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

**ADOPTED** this \_\_\_\_ day of \_\_\_\_\_, 2021.

(Signatures begin on following page)

**WITNESS THE FOLLOWING SIGNATURES AND SEALS**

**THE CITY OF EL PASO**

\_\_\_\_\_  
Oscar Leeser  
Mayor

**ATTEST:**

\_\_\_\_\_  
Laura D. Prine  
City Clerk

**APPROVED AS TO FORM:**

Wendi Vineyard  
Wendi Vineyard  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

Philip F. Etime  
Philip F. Etime, Director  
Planning and Inspections Department

**ACCEPTANCE**

The above instrument, with all conditions thereof, is hereby accepted this 29<sup>th</sup> day of June, 2021.

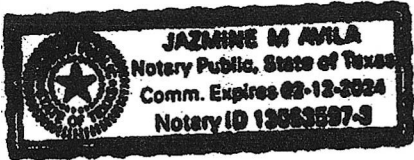
**OWNER:**  
El Paso Electric Company

Denise Garcia  
By: Denise Garcia as Supervisor - Land Management

**ACKNOWLEDGMENT**

THE STATE OF TEXAS        )  
  )  
COUNTY OF EL PASO        )

This instrument is acknowledged before me on this 29<sup>th</sup> day of June, 2021, by Denise Garcia as Grantee.  
Supervisor - Land Management



Jazmine M. Avila  
Notary Public, State of Texas  
Jazmine M. Avila  
Notary's Printed or Typed Name  
2/12/24  
My Commission Expires

**ACCEPTANCE**

The above instrument, with all conditions thereof, is hereby accepted this 29 day of June, 2021.

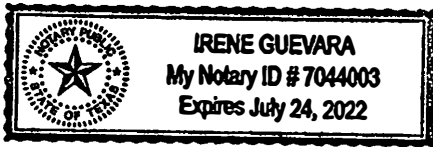
**GRANTEE:**  
El Paso Parking, Inc.  
Laura Poptas  
By: Laura Poptas President

**ACKNOWLEDGMENT**

THE STATE OF TEXAS            )  
  )  
COUNTY OF EL PASO            )

This instrument is acknowledged before me on this 24<sup>TH</sup> day of JUNE, 2021, by LAURA POPE, as Grantee.

Irene Guevara  
Notary Public, State of Texas

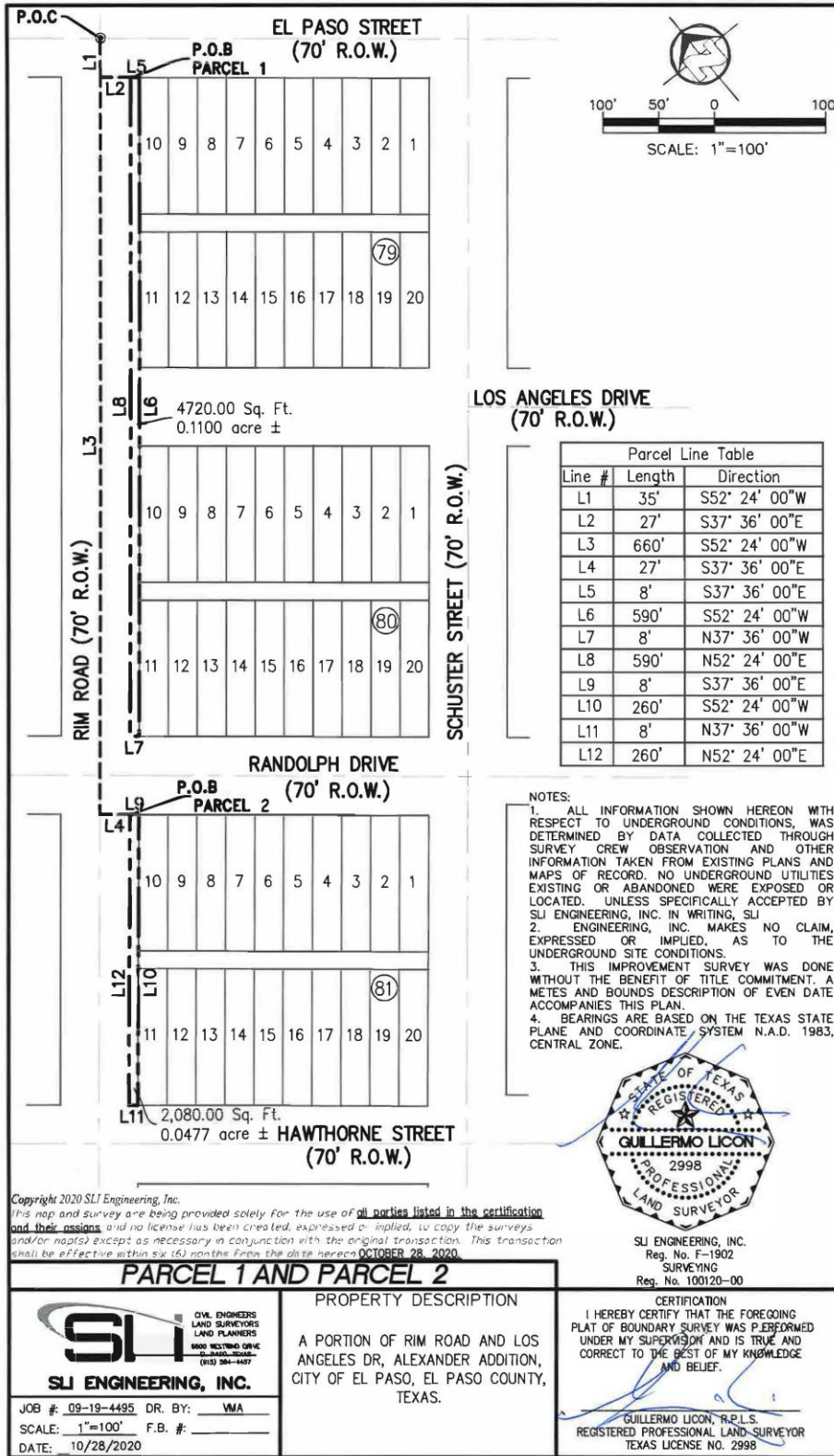


IRENE GUEVARA  
Notary's Printed or Typed Name

JULY 24 2022  
My Commission Expires

*(Exhibits on following pages)*

EXHIBIT A



**EXHIBIT B**

**METES AND BOUNDS  
PARCEL 1**

Property Description: An 0.1100 acre, more or less being a portion of Rim Road (70' public right-of-way) adjacent to Blacks 79 and 80, Alexander Addition, and a portion of Los Angeles Dr. (70' right-of-way), City of El Paso, El Paso County, Texas.

Commencing at a city monument lying on the centerline intersection of Rim Road (70' public right-of-way) and El Paso Street (70' public right-of-way), Thence, South 52° 24' 00" West, with the centerline of Rim Road, a distance of 35.00' feet to a point; Thence, South 37° 36' 00" East, abandoning said centerline of Rim Road, a distance of 27.00 feet to a point for a boundary corner, said point being the TRUE POINT OF BEGINNING of this description:

THENCE, South 37° 36' 00" East, a distance of 8.00 feet along the south right-of-way line of El Paso Street, to a point for a boundary corner;

THENCE, South 52° 24' 00" West, a distance of 590.00 feet along the southeastern right-of-way line of Rim Road, to a point for a boundary corner;

THENCE, North 37° 36' 00" West, a distance of 8.00 feet along the northwestern right-of-way line of Randolph Drive, to a point for a boundary corner;

THENCE, North 52° 24' 00" East, a distance of 590.00 feet along the southeastern right-of-way line of Rim Road, to the TRUE POINT OF BEGINNING of this description.

Said parcel of land containing 0.1100 acres (4,720.00 sq. ft.) of land, more or less.

A PLOT OF BOUNDARY OF EVEN DATE ACCOMPANIES THIS METES AND BOUNDS DESCRIPTION.

**METES AND BOUNDS  
PARCEL 2**

Property Description: An 0.0477 acre, more or less being a portion of Rim Road (70' public right-of-way) adjacent to Block 81, Alexander Addition, City of El Paso, El Paso County, Texas.

Commencing at a city monument lying on the centerline intersection of Rim Road (70' public right-of-way) and El Paso Street (70' public right-of-way), Thence, South 52° 24' 00" West, with the centerline of Rim Road, a distance of 695.00' feet to a point; Thence, South 37° 36' 00" East, abandoning said centerline of Rim Road, a distance of 27.00 feet to a point for a boundary corner, said point being the TRUE POINT OF BEGINNING of this description:

THENCE, South 37° 36' 00" East, a distance of 8.00 feet along the south right-of-way line of Randolph Drive, to a point for a boundary corner;

THENCE, South 52° 24' 00" West, a distance of 260.00 feet along the southeastern right-of-way line of Rim Road, to a point for a boundary corner;

THENCE, North 37° 36' 00" West, a distance of 8.00 feet along the northwestern right-of-way line of Hawthorne Street, to a point for a boundary corner;

THENCE, North 52° 24' 00" East, a distance of 260.00 feet along the southeastern right-of-way line of Rim Road, to the TRUE POINT OF BEGINNING of this description.



Said parcel of land containing 0.0477 acres (2,080.00 sq. ft.) of land, more or less.

A PLOT OF BOUNDARY OF EVEN DATE ACCOMPANIES THIS METES AND BOUNDS DESCRIPTION.



SLI ENGINEERING, INC.  
Reg. No. F-1902  
SURVEYING  
Reg. No. 100120-00

Copyright 2020 SLI Engineering, Inc.  
This map and survey are being provided solely for the use of all parties listed in the certification and their assigns, and no license has been created, expressed or implied, to copy the surveys (in/or maps) except as necessary in conjunction with the original transaction. This transaction shall be effective within six (6) months from the date hereof: **OCTOBER 28, 2020.**

<b>METES AND BOUNDS</b>		
 <b>SLI ENGINEERING, INC.</b> <small>CIVIL ENGINEER LAND SURVEYOR LAND PLANNER AND METERS BOUND SINCE 1948 P.O. BOX 1000 EL PASO, TEXAS 79901-1000</small>	<b>PROPERTY DESCRIPTION</b>  A PORTION OF RIM ROAD AND LOS ANGELES DR., ALEXANDER ADDITION, CITY OF EL PASO, EL PASO COUNTY, TEXAS.	<b>CERTIFICATION</b> I HEREBY CERTIFY THAT THE FOREGOING PLAT OF BOUNDARY SURVEY WAS PERFORMED UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.   GUILLERMO LICON, R.P.L.S. REGISTERED PROFESSIONAL LAND SURVEYOR TEXAS LICENSE NO. 2598
JOB #: 01-19-4495    DR. BY: VMA SCALE: N/A    F.B. #: _____ DATE: 10/28/2020		