

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

AGENDA DATE: July 7, 2021

PUBLIC HEARING DATE: Not applicable

CONTACT PERSON(S): Elizabeth Triggs, (915) 212-1619 triggsek@elpasotexas.gov
Sam Rodriguez, (915) 212-0065

DISTRICT(S) AFFECTED: District 4

STRATEGIC GOAL: Goal 2. Set the standard for a safe and secure city

SUBGOAL: Sub-goal 2.3: Increase public safety operational efficiency

SUBJECT:

A resolution that the City Manager be authorized to sign a Memorandum of Understanding in a form substantially similar to the attached document between the **CITY OF EL PASO** (the "**City**") and the **EL PASO WATER UTILITIES – PUBLIC SERVICE BOARD** ("**EPWATER**") by which EPWater will transfer approximately 306 acres of land to the City for \$1,331,250.00 to allow the City to construct public safety facilities ("**Facilities Parcel**"). Further the City and EPWater agree to collaborate for the preservation of an additional approximate 1,200 acres of land generally located to the north and west of the Facilities Parcel.

BACKGROUND / DISCUSSION:

In 2019, the City of El Paso voters approved a 2019 Public Safety Bond of approximately \$413,000,000 for public safety improvement projects, to include a new public safety training academy. Since that time, the City identified and evaluated a number of properties for the facility and is currently proposing a vacant property in North El Paso, located north of the North Hills subdivision west of Martin Luther King Jr. Blvd. The academy be co-located with a new Fire Department headquarters and Logistics Facility.

The property, currently held in EPWater inventory, is ideal as it is accessible from major transportation thoroughfares and in close proximity to utility and stormwater infrastructure, reducing construction costs. Through the proposed MOU and in accordance with our Joint Resolution, approximately 306 acres would be transferred from EPWater to City inventory at 25 percent the appraised value. Preliminary estimates indicate the proposed facility will occupy approximately 50 to 80 acres, while the remaining 200 plus acres will act as a buffer to the facility.

In addition, through the MOU, the City and EPWater have agreed to work with one another to preserve the remaining 1,200 acres west of Martin Luther King Jr. Blvd. as public open space, offering opportunity to grow the use of the nearby Lazy Cow and Roundhouse Trailheads leading to the Franklin Mountain State Park. City staff has met with the Bond Overview and Advisory Committee and the Open Space Advisory Board to review the proposed facility site and open space preservation opportunity; both advisory groups have endorsed the location.

PRIOR COUNCIL ACTION:

None

AMOUNT AND SOURCE OF FUNDING:

\$1,331,250.00 – 2019 Public Safety Bond

Revised 04/09/2021

HAVE ALL AFFECTED DEPARTMENTS BEEN NOTIFIED? YES ___ NO

PRIMARY DEPARTMENT: Capital Improvement Department

SECONDARY DEPARTMENT: El Paso Police & Fire Departments & El Paso Water Utilities

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

DEPARTMENT HEAD:

Elizabeth Triggs
Elizabeth Triggs, Strategic Partnerships Officer

RESOLUTION

BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF EL PASO:

That the City Manager be authorized to sign a Memorandum of Understanding in a form substantially similar to the attached document between the **CITY OF EL PASO** (the “*City*”) and the **EL PASO WATER UTILITIES – PUBLIC SERVICE BOARD** (“*EPWater*”) by which EPWater will transfer approximately 306 acres of land to the City for **\$1,331,250.00** to allow the City to construct public safety facilities (“*Facilities Parcel*”). Further the City and EPWater agree to collaborate for the preservation of an additional approximate 1,200 acres of land generally located to the north and west of the Facilities Parcel.

APPROVED this _____ day of _____, 2021.

THE CITY OF EL PASO

Oscar Lesser
Mayor

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Omar A. De La Rosa

Omar A. De La Rosa
Assistant City Attorney

APPROVED AS TO CONTENT:

Samuel Rodriguez

Sam Rodriguez, P.E.
City Engineer

STATE OF TEXAS)
)
COUNTY OF EL PASO) **MEMORANDUM OF UNDERSTANDING**
 Pertaining to the Transfer of 300 Acres of Land West of
 MLK Jr. Blvd. to Construct Public Facilities

This Memorandum of Understanding (this "**MOU**") is entered this ____ day of _____, 2021 between the **CITY OF EL PASO TEXAS** (the "**City**"), a home rule municipal corporation, and the **EL PASO WATER UTILITIES - PUBLIC SERVICE BOARD** ("**EPWater**"), a component unit of the City. The City and EPWater may hereinafter be referred to individually as a "**Party**" and collectively as the "**Parties**".

RECITALS

WHEREAS, pursuant to the authority granted by the City of El Paso Ordinance No. 752 approved by the City Council on May 22, 1952, EPWater has been vested with the management and control of the City's water and wastewater system (the "**System**"); and

WHEREAS, pursuant to the authority granted by the City of El Paso Ordinance No. 16668 on June 19, 2007, EPWater is vested with the management and control of the City's stormwater system; and

WHEREAS, EPWater has determined that a certain parcel of land in its land inventory, consisting of approximately one thousand five hundred (1,500) acres located in Northeast El Paso, east of Martin Luther King Jr. Boulevard, as more particularly described on **Exhibit "A,"** attached hereto and incorporated fully herein (the "**Land**"), is inexpedient to the System; and

WHEREAS, on March 31, 2010, the Parties entered a "Joint Resolution Between the El Paso City Council and the El Paso Water Utilities - Public Service Board Setting Forth the Policies, Procedures and Reimbursements Related To Transfers Of Real Estate, Land Use Policies, Relocation Of EPWU-PSB Facilities, Joint Use And Water Rights," as amended September 26, 2012 and December 19, 2017 (the "**Joint Resolution**"); and

WHEREAS, pursuant to the Joint Resolution, the City has requested that EPWater transfer approximately 306 acres of the Land to the City's land inventory, for the purpose of constructing certain public safety facilities (the "**Facilities Parcel**"), as more particularly described on **Exhibit "B"** attached hereto and shown on the map attached hereto as **Exhibit "C"** attached hereto and incorporated fully herein; and

WHEREAS, in 2019, the City of El Paso voters approved a 2019 Public Safety Bond of approximately \$413,000,000 for public safety improvement projects (the "**2019 Public Safety Bond**"); and

WHEREAS, the City has determined that the cost associated with the transfer of the Facilities Parcel is a qualified expenditure under the Public Safety category of projects under the terms of the 2019 Public Safety Bond; and

WHEREAS, pursuant to the Joint Resolution, the City shall compensate the System for the value of the Facilities Parcel in an amount equal to 25 percent of the appraised value of the Facilities Parcel; and

WHEREAS, the appraised value of the Facilities Parcel is **FIVE MILLION THREE HUNDRED TWENTY-FIVE THOUSAND AND NO/100 DOLLARS (\$5,325,000.00)**; and

WHEREAS, the Parties desire to work together for the preservation of open space to promote a healthy, sustainable community, and EPWater accordingly agrees to dedicate the remaining Land, consisting of approximately one thousand two hundred (1,200) acres (the “*Open Space Parcel*”), as Public Open Space as defined in Section 20.02.654 of the El Paso Municipal Code (Ord. 16653 §2 (part), 2007); and

WHEREAS, the Parties desire to memorialize the terms and conditions of the transfer of the Facilities Parcel to the City and the preservation of the Open Space Parcel in this MOU; and

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL PROMISES, OBLIGATIONS AND BENEFITS CONTAINED HEREIN, THE RECEIPT AND SUFFICIENCY OF WHICH IS ACKNOWLEDGED BY THE PARTIES, THE PARTIES AGREE AS FOLLOWS:

AGREEMENT

1.01 Term. This MOU shall be effective upon the date it is fully executed by both Parties (the “*Effective Date*”). Subject to the terms and conditions herein contained, this MOU will terminate either (a) upon the completion of the transfer by EPWater of the Facilities Parcel to the City, or (b) upon the expiration of one (1) calendar year from the Effective Date, whichever shall occur first in time. For the term of this MOU, EPWater agrees that it shall not offer the Facilities Parcel to any other third parties or accept offers from third parties concerning the Facilities Parcel.

1.02 Facilities Parcel Transfer. Upon receipt of the Notice to Proceed provided in accordance with the terms of **Section 1.03** herein, EPWater shall transfer to the City the Facilities Parcel subject to the terms and conditions of this MOU (the “*Facilities Parcel Transfer*”).

1.03 Notice to Proceed. Within one hundred and eighty (180) days of the execution of this MOU, the City shall deliver written notice to EPWater informing EPWater of its decision regarding the Facilities Parcel Transfer (the “*Notice to Proceed*”). If the City decides that the City does not need the Facilities Parcel, then the City will notify EPWater and this MOU will terminate as of the date of such notice. If the City decides to proceed with the Facilities Parcel Transfer, the Notice to Proceed shall contain the following information:

- a. Notification that the City completed the Survey and Environmental Reports, with copies of the Survey and Environmental Reports being attached to the Notice to Proceed;
- b. Notification that the City desires to effectuate the Facilities Parcel Transfer; and
- c. Notification of the date and means by which the City is paying the Consideration. The notice shall be the document evidencing that the transfer of the Facilities Parcel will take place upon receipt of the Consideration by EPWater.

1.04 Reservations and Exceptions. The Facilities Parcel Transfer, as well as any future transfer by the City of any ownership interest in the Facilities Parcel, shall be subject to the following reservations and exceptions from conveyance:

- a. A reservation of all easements and mineral interests whether or not they are filed and recorded at the time of transfer of the identified property;
- b. A reservation of any existing or future water and sewer lines, mains, appurtenances or infrastructure, or stormwater infrastructure within the identified property, subject to a joint use agreement if such agreement is contemplated in the Joint Resolution; and
- c. Easements north of and parallel to the southern boundary line of the Facilities Parcel; and
- d. Easements east of and parallel to the western boundary line of the Facilities Parcel; and
- e. A site for the Franklin East 1 B reservoir and Booster Station, to be agreed upon by the Parties, subject to a joint use agreement if such agreement is contemplated in the Joint Resolution; and
- f. A reservation for EPWater, its successors and assigns forever, of all water in and under, and that may be produced from or attributable to the identified property. If the water estate is subject to existing production or an existing license, this reservation shall include the production, the license and all benefits therefrom.

1.05 Consideration. The City agrees to pay to EPWater a total amount of **ONE MILLION THREE HUNDRED THIRTY-ONE THOUSAND TWO HUNDRED AND FIFTY DOLLARS AND NO/100 (\$1,331,250.00)**, such amount being twenty-five (25) percent of the appraised value of the Facilities Parcel, as consideration for the Facilities Parcel Transfer (the “*Consideration*”), which the Parties agree is compensation for the transfer of the Facilities Parcel in accordance with the terms of the Joint Resolution. Payment of the Consideration shall be made by the City to EPWater in accordance with the terms of the Notice to Proceed.

1.06 Survey and Environmental Reports. In accordance with the Joint Resolution, the City agrees that, prior to the Facilities Parcel Transfer, and as a condition precedent thereto, it will complete a survey and environmental report of the Facilities Parcel (the “*Survey and Environmental Reports*”). Upon completion of the Survey and Environmental Reports, copies shall be provided to EPWater and shall be attached by the Parties to this MOU as **Exhibit “D”**.

1.07 The City acknowledges and agrees that upon completion of the Facilities Parcel Transfer, the Facilities Parcel will be deemed a part of the City’s land inventory, and the City will thus assume all legal rights and obligations with respect to the Facilities Parcel, including, without limitation, all maintenance obligations. The Parties further acknowledge and agree that, upon completion of the Facilities Parcel Transfer, EPWater shall not be committed to any additional requirements, obligations or commitments of any kind, including, without limitation, any financial obligation, commitment, liability and/or responsibility associated with the Facilities Parcel, or the construction, operation and maintenance of the public safety facilities to be located on the Facilities Parcel, or liability of any kind to any third party who uses said public safety facilities.

1.08 Open Space Parcel Preservation. Within one hundred and eighty (180) days of the Effective Date of this MOU, EPWater agrees to effectuate the preservation of the Open Space Parcel as Public Open Space, as defined in Section 20.02.654 of the El Paso Municipal Code (Ord. 16653 §2 (part), 2007) to remain undisturbed in its natural state, with the exception of reservations for water and wastewater utilities and trailheads and other features that may be required for recreational purposes permitted within Public Open Space.

1.09 Conditions Subsequent.

1. The City and EPWater acknowledge and agree that the following are conditions subsequent to the Facilities Parcel Transfer:
 - a. The Facilities Parcel Transfer is made upon the condition that the Facilities Parcel shall be used solely for City Public Facilities, as defined in the Joint Resolution, and for no other purpose, and may not be used by the Department of Aviation, Environmental Services, Sun Metro or any other entity operating as an enterprise fund.
 - b. The City and EPWater further agree that development on the Facilities Parcel for City Public Facilities use shall commence within two (2) years of the Effective Date.
2. In the event that the City shall fail to or cease to use the Facilities Parcel solely for City Public Facilities and to comply strictly with this condition subsequent, then EPWater and its successors may at any subsequent time serve on the City a written notice specifying the particular or particulars in which default or a breach has been made and directing the City to remedy the default or breach. Upon receipt of such notice, the City shall have ninety (90) days, time being of the essence to this provision, to fully and entirely remedy the breach or default.
3. Should the City fail fully and entirely to remedy the breach or default within the period set forth in subsection (2) of this **Section 1.09**, then written notice may be served on the City, notifying the City that, in accordance with the terms of the Joint Resolution, the City shall reimburse EPWater the difference between the Purchase Price contained in **Section 1.05** and the fair market value of the Facilities Parcel at the time of the notice, or the title to the whole of the Facilities Parcel shall revert to EPWater. Should the City fail fully and entirely to compensate EPWater, then title to the Facilities Parcel shall revert in EPWater, and the City shall lose and forfeit all rights, title, and interest in and to the whole of the Facilities Parcel, and EPWater shall have the right of re-entry to the Facilities Parcel. Notwithstanding anything herein to the contrary, the City agrees to cooperate fully with EPWater in surrendering possession of the premises to EPWater, and to take such other and further action as EPWater may reasonably require to acknowledge the reversion of title to EPWater, or its successors or assigns.

1.10 Time is of the Essence. Time is of the essence in this Agreement. If the expiration of a deadline contained herein falls on a Saturday, Sunday, or a federal holiday, then the deadline shall be the first business day after the Saturday, Sunday or federal holiday.

1.11 Survivability. The provisions of **Sections 1.04, 1.08 and 1.09** shall survive the termination of this MOU.

1.12 Entire Agreement. This MOU sets forth the entire agreement of the parties with respect to the Facilities Parcel Transfer and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Facilities Parcel.


[Signatures begin on the following page]

WITNESS THE EXECUTION HEREOF on this the ____ day of _____, 2021 by:

CITY OF EL PASO, TEXAS

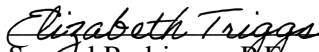
By: _____
Tomás Gonzáles
City Manager

APPROVED AS TO FORM:



Omar De La Rosa
Assistant City Attorney

APPROVED AS TO CONTENT:



for: Samuel Rodriguez, P.E.
City Engineer

ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this ____ day of _____, 2021 by **Tomás Gonzáles**, the **City Manager** of the City of El Paso, Texas.

Notary Public

My Commission expires: _____

[Signatures continue on the following page]

**EL PASO WATER UTILITIES
PUBLIC SERVICE BOARD**

By: _____
John Balliew
President & CEO

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

Michaela Grambling
Assistant General Counsel

Alma DeAnda
Utility Water Rights and Land Manager

ACKNOWLEDGMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on the _____ day of _____, 2021, by **John Balliew** as the **President & CEO** of the El Paso Water Utilities Public Service Board.

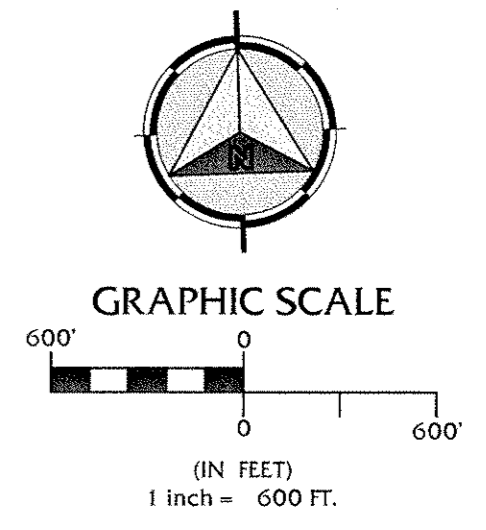
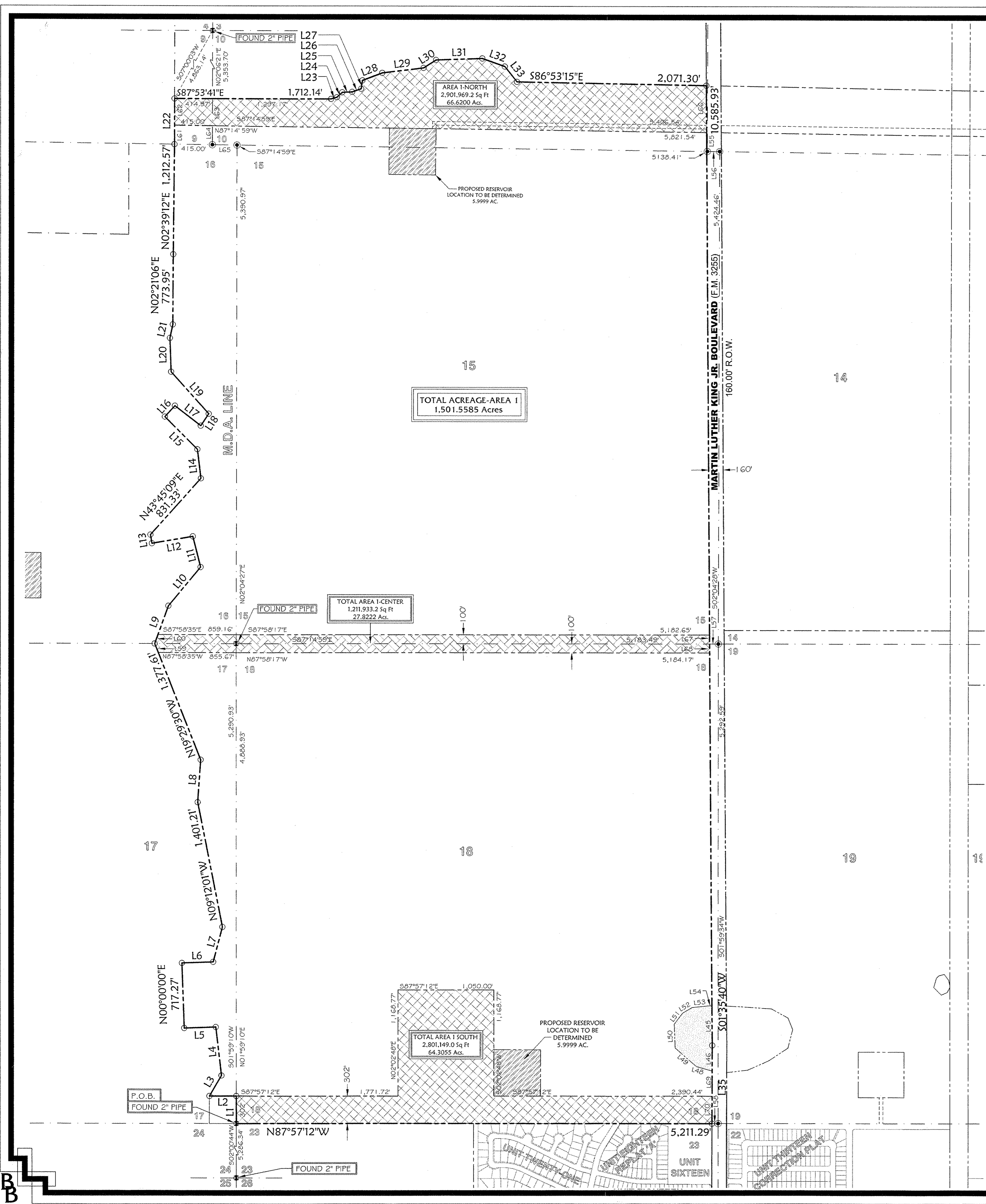
Notary Public

My Commission expires: _____

[Exhibits begin on the following page]

EXHIBIT A

The Land



LEGEND

- M.P.C. BOUNDARY LINE
- SECTION LINE
- PROPOSED EASEMENT LINE
- RIGHT-OF-WAY LINE
- PROPOSED TRACT LINE
- FUTURE STATE PARK BOUNDARY LINE
- FOUND SECTION CORNER
- SET SECTION CORNER
- SET # (4) REBAR WITH CAP STAMPED TX 5337
- SECTION NUMBER
- RIGHT-OF-WAY
- OPEN SPACE/RAIL R.O.W. AREA
- ARCHAEOLOGICAL SITE/OPEN SPACE EAST AREA
- LOWA REAL EXTENSION AREA
- WELLES DRIVE/SITE AREA

LINE TABLE

| LINE | BEARING | LENGTH |
|------|---------------|--------|
| L1 | N0°15'59"10"E | 302.00 |
| L2 | N87°57"12"W | 225.16 |
| L3 | N32°22'37"E | 261.66 |
| L4 | N04°41'09"W | 538.09 |
| L5 | N80°00'00"W | 347.08 |
| L6 | N80°00'00"E | 344.35 |
| L7 | N16°41'57"E | 399.75 |
| L8 | N05°56'49"E | 470.09 |
| L9 | N2°14'05"E | 443.27 |
| L10 | N4°13'01"E | 554.15 |
| L11 | N12°12'02"W | 348.41 |
| L12 | S82°20'00"W | 455.69 |
| L13 | N07°40'00"W | 96.22 |
| L14 | N04°53'57"W | 323.32 |
| L15 | N42°47'51"W | 505.51 |
| L16 | N44°32'01"E | 162.91 |
| L17 | S50°11'40"E | 358.24 |
| L18 | N35°32'16"E | 158.35 |
| L19 | N39°48'20"W | 618.21 |
| L20 | N00°00'00"E | 371.84 |
| L21 | N14°02'10"E | 151.79 |
| L22 | N02°06'21"E | 503.63 |
| L23 | N79°26'59"E | 66.02 |
| L24 | N48°57'23"E | 80.00 |
| L25 | N89°44'41"E | 109.00 |
| L26 | N72°22'57"E | 104.86 |
| L27 | N10°27'48"E | 93.18 |
| L28 | N71°18'28"E | 231.59 |
| L29 | N89°04'18"E | 456.00 |
| L30 | N59°18'44"E | 161.55 |
| L31 | S80°00'00"E | 505.84 |
| L32 | S68°12'32"E | 262.21 |
| L33 | S36°24'57"E | 214.18 |
| L34 | S01°35'40"W | 726.76 |
| L35 | S02°09'10"W | 859.92 |
| L36 | N20°29'52"W | 105.40 |
| L37 | N2°14'05"E | 109.07 |
| L38 | N02°06'21"E | 208.91 |
| L39 | N02°06'21"E | 40.00 |
| L40 | N02°06'21"E | 254.72 |
| L41 | S01°35'40"W | 40.01 |
| L42 | S01°35'40"W | 208.94 |
| L43 | S01°35'40"W | 100.00 |
| L44 | S01°35'40"W | 100.00 |
| L45 | S01°35'40"W | 436.77 |
| L46 | S02°09'10"W | 280.59 |
| L47 | S02°09'10"W | 52.00 |
| L48 | N72°21'00"W | 177.88 |
| L49 | N46°32'53"W | 310.82 |
| L50 | N00°00'00"E | 261.27 |
| L51 | N38°39'35"E | 152.08 |
| L52 | N60°56'43"E | 122.27 |
| L53 | N86°11'09"E | 178.53 |
| L54 | S86°59'14"E | 37.87 |
| L55 | S01°35'40"W | 208.94 |
| L56 | S87°17'59"E | 135.00 |
| L57 | S87°58'17"E | 96.10 |
| L58 | S87°57'12"E | 67.67 |
| L59 | N19°29'30"W | 107.49 |
| L60 | N2°14'05"E | 106.27 |
| L61 | N02°06'21"E | 208.91 |
| L62 | N02°06'21"E | 294.72 |
| L63 | S02°09'17"W | 289.39 |
| L64 | S02°06'21"W | 238.91 |
| L65 | S87°14'59"E | 270.00 |
| L66 | S01°35'40"W | 517.82 |
| L67 | S01°35'40"W | 100.00 |
| L68 | S01°35'40"W | 100.00 |
| L69 | S02°09'10"W | 277.33 |
| L70 | S02°09'10"W | 302.00 |

1. BASIS OF BEARING IS NORTH AMERICAN DATUM OF 1983, OBTAINED BY G.P.S. OBSERVATION AT N.G.S. HORIZONTAL MONUMENT 'CEJA' FOUND AT 2.9 MILES NORTH OF THE INTERSECTION OF TRANSMOUNTAIN ROAD (LOOP 375) AND TEXAS PARK ROAD 3255 (GATEWAY BOULEVARD NORTH), 56.7' SOUTHWEST FROM A TELEPHONE POLE NO. 9 WITH EMERGENCY TELEPHONE ATTACHED AND 22.3' EAST FROM A FENCE AND METAL WITNESS POST.
2. BASIS OF ELEVATION IS NORTH AMERICAN VERTICAL DATUM OF 1988, OBTAINED BY G.P.S. OBSERVATION AT N.G.S. VERTICAL MONUMENT 'A 1363' FOUND AT 1.0 MILE SOUTHWEST ALONG U.S. HIGHWAY 54 FROM THE TEXAS-NEW MEXICO STATE LINE IN NEWMAN, 1 POLE SOUTHWEST OF MILE POST 1315, 0.2 MILES NORTHEAST OF A SIDE ROAD LEADING WEST, 40.2' SOUTHWEST OF THE CENTERLINE OF THE HIGHWAY, 37.0' NORTHWEST OF THE HEAR RAIL OF THE SOUTHERN PACIFIC RAILROAD AND 1.9' NORTHEAST OF A UTILITY POLE. (ELEVATION = 4002.97' - NAVD83 DATUM)
3. COORDINATES ARE EXPRESSED AS TEXAS CENTRAL STATE PLANE ZONE 4203, BEARINGS SHOWN HEREON ARE EXPRESSED AT GRID AND DISTANCES EXPRESSED HEREON ARE AT SURFACE.
4. CONVERGENCE ANGLE FROM TEXAS CENTRAL ZONE 4203 TO TRUE NORTH, AT N.G.S. HORIZONTAL MONUMENT 'CEJA' IS -03°08'45.0".
5. PROJECT COMBINED SCALE FACTOR AT N.G.S. HORIZONTAL MONUMENT 'CEJA' IS 0.99998292.
6. SUBJECT PROPERTY IS LOCATED IN ZONE #1 (DESIGNATES AREAS OF 100-YEAR FLOOD; BASE FLOOD ELEVATIONS AND FLOOD HAZARD FACTORS DETERMINED AND IN ZONE #2 (DESIGNATES AREAS OF MINIMUM FLOODING) AS DETAILED ON CITY OF EL PASO FLOOD INSURANCE RATE MAP PANEL NO. 480214 00150, DATED JANUARY 3, 1997, PANEL NO. 480214 0014D, DATED AUGUST 5, 1988 AND PANEL NO. 480214 0009D, DATED JANUARY 3, 1997.
7. SURVEY WAS PERFORMED WITHOUT THE BENEFIT OF A TITLE COMMITMENT, EASEMENTS MAY EXIST WHERE NONE ARE SHOWN.

CERTIFICATION
 I HEREBY CERTIFY THAT THIS BOUNDARY SURVEY IS BASED ON AN ACTUAL SURVEY PERFORMED ON THE GROUND BY ME OR UNDER MY SUPERVISION, THAT THERE ARE NO ENCROACHMENTS, EXCEPT AS SHOWN AND THAT THE INFORMATION CONTAINED HEREON IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

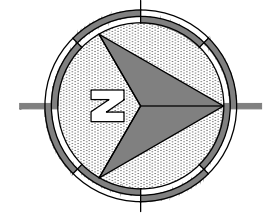
Isaac Camacho 12/10/07
 ISAAC CAMACHO, R.L.S., TX. NO. 5337

| | | | |
|-----------------------------------------|--------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------|--------------|
| DRAWN BY: J.M./E.R. | | BOUNDARY SURVEY | |
| APPROVED BY: I.C. | | A PORTION OF SECTIONS 11, 14, & 19, BLOCK 81, TOWNSHIP 1, TEXAS & PACIFIC RAILROAD COMPANY SURVEYS, CITY OF EL PASO, EL PASO COUNTY, TEXAS. | |
| SCALE: 1"=600' | DATE: 12/06/07 | DATE: 9/24/07 | SHEET 1 OF 1 |
| JOB NO. 5-5896-31B | DATE: 12/06/07 | DATE: 1/11/07 | |
| FINAL | REVISIONS FOR METES & BOUNDS DESCRIPTIONS. | DATE: 12/06/07 | |
| REVISIONS AND CORRECTIONS AS PER CLIENT | | | |

B BROCK & BUSTILLOS INC.
 CONSULTING CIVIL ENGINEERS
 LAND SURVEYORS

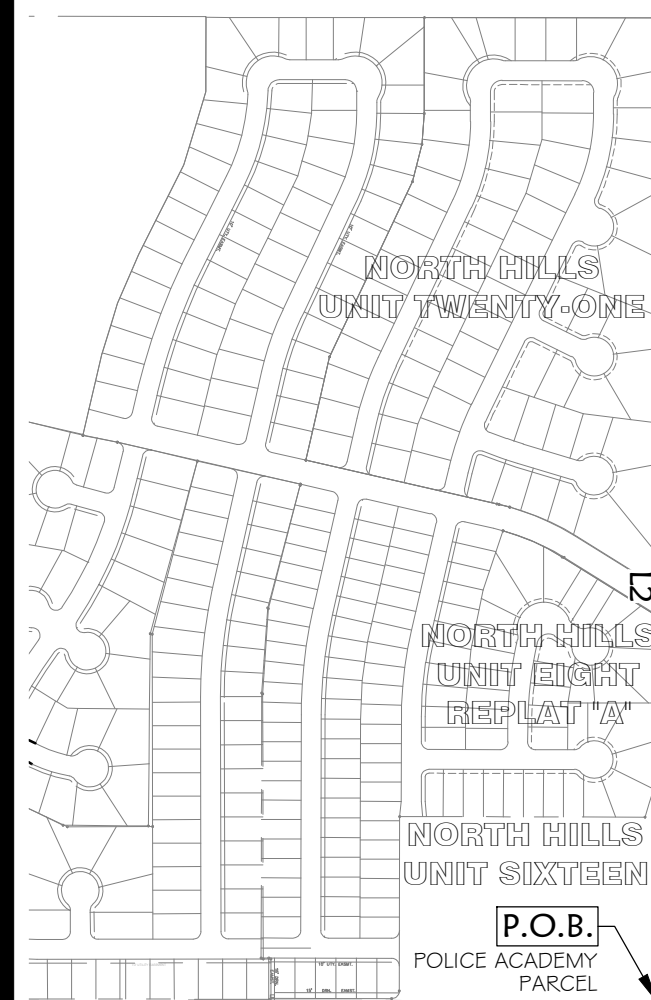
417 EXECUTIVE CENTER
 EL PASO, TEXAS 79902
 WWW.BROCKBUSTILLOS.COM
 PH (915) 542-4900
 FAX (915) 542-2967

Exhibit B
Survey of Facilities Parcel



0 500' 1000'
SCALE: 1" = 500'

23
BLOCK 81, TOWNSHIP 1,
TEXAS & PACIFIC RAILWAY
COMPANY SURVEYS



PROPOSED REVISION
L3
7/4/2021
3/29/21

L5
L6

18
BLOCK 81
TOWNSHIP 1
TEXAS & PACIFIC RAILWAY COMPANY SURVEYS

POLICE ACADEMY PARCEL
13,310,768.5 SQ. FT.
305.5732 ACRES

3,820.95'

N 02°01'43" E

S 87°58'17" E
2,657.69'

15
BLOCK 81
TOWNSHIP 1
TEXAS & PACIFIC RAILWAY COMPANY SURVEYS

FUTURE NORTHEAST DEVELOPMENT PARCEL

10
BLOCK 81, TOWNSHIP 1,
TEXAS & PACIFIC RAILWAY
COMPANY SURVEYS

| LINE TABLE | | |
|------------|-------------|----------|
| LINE # | BEARING | DISTANCE |
| L1 | N87°57'12"W | 67.67 |
| L2 | N87°57'12"W | 1878.65 |
| L3 | N02°02'48"E | 813.23 |
| L4 | N87°57'12"W | 511.23 |
| L5 | N02°02'48"E | 657.54 |
| L6 | N87°57'12"W | 300.00 |
| L7 | N87°58'17"W | 96.11 |

P.O.C.

S02°09'10" W
859.92'

S 01°35'40" W

S01°59'34" W

5,292.59'

4,432.77'

5,292.59'

4,432.77'

5,292.59'

4,432.77'

5,292.59'

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4,432.77'

5,292.59'

4,432.77'

5,292.59'

4,432.77'

5,292.59'

4,432.77'

MARTIN LUTHER KING BOULEVARD (F.M. 3255)

22
NORTH HILLS
UNIT THIRTEEN
CORRECTION PLAT

19
BLOCK 81
TOWNSHIP 1
TEXAS & PACIFIC RAILWAY COMPANY SURVEYS

14
BLOCK 81
TOWNSHIP 1
TEXAS & PACIFIC RAILWAY COMPANY SURVEYS

11
BLOCK 81, TOWNSHIP 1,
TEXAS & PACIFIC RAILWAY
COMPANY SURVEYS

| | | | | |
|--------------------|--|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|-----------------------|
| DRAWN BY: J.M.C.E. | | PARCEL EXHIBIT POLICE ACADEMY PARCEL A PORTION OF SECTION 1 & BLOCK 81, TOWNSHIP 1, TEXAS & PACIFIC RAILWAY COMPANY SURVEYS, CITY OF EL PASO, EL PASO COUNTY, TEXAS. | | SHEET 1 OF 1 |
| APPROVED BY: | | | | |
| SCALE: 1"=500' | | | | |
| DATE: 05-28-2021 | | | | |
| JOB NO. 05100-113 | | DATE: . . . | | |
| REVISION: | | | | |
| | | | | |
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B BROCK & BUSTILLOS INC.
CONSULTING CIVIL ENGINEERS
LAND SURVEYORS
TSPE REG. NO. F-737
TSPS REG. NO. 101314-00

417 EXECUTIVE CENTER
EL PASO, TEXAS 79902
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S:\PROJECTS\2021\05-07\16-011_2021_05-07.mxd - POLICE ACADEMY EXHIBIT.dwg



ROMAN BUSTILLOS, P.E.
President
RANDY P. BROCK, P.E.
Executive Vice President
SERGIO J. ADAME, P.E.
Vice President - Engineering
AARON ALVARADO, R.P.L.S.
Vice President - Surveying

TBPE Reg. No. F-737
TBPLS Reg. No. 101314-00

METES AND BOUNDS DESCRIPTION
“Northeast Police Academy Parcel”

A 305.5732 acres parcel situate within the corporate limits of the City of El Paso, El Paso County, Texas as a portion of Section 18, Block 81, Township 1, Texas & Pacific Railway Company Surveys, and being more particularly described by metes and bounds as follows.

COMMENCING at a 5/8 inch rebar found for the common corner of Sections 18, 19, 22 and 23, Block 81, Township 1, Texas & Pacific Railway Company Surveys; ***WHENCE***, the calculated corner of Sections 14, 15, 18, and 19, Block 81, Township 1, Texas & Pacific Railway Company Surveys, bears North 01°59'34” East, a distance of 5,292.59 feet; ***THENCE***, following the section line common to said Sections 18 and 23, North 87°57'12” West, a distance of 67.67 feet to the west right-of-way line of Martin Luther King Jr. Boulevard (FM 3255) (160 feet wide) for the southeast corner and the ***POINT OF BEGINNING*** of the parcel herein described;

THENCE, continuing along the section line common to said Sections 18 and 23, North 87°57'12” West, a distance of 1,878.65 feet to an angle point of the parcel herein described;

THENCE, leaving the section line common to said Sections 18 and 23, North 02°02'48” East, a distance of 813.23 feet to an angle point of the parcel herein described;

THENCE, North 87°57'12” West, a distance of 511.23 feet to an angle point of the parcel herein described;

THENCE, North 02°02'48” East, a distance of 657.54 feet to an angle point of the parcel herein described;

THENCE, North 87°57'12” West, a distance of 300.00 feet to an angle point of the parcel herein described;

THENCE, North 02°01'43” East, a distance of 3,820.95 feet to the section line common to Sections 15 and 18, Block 81, Township 1, Texas and Pacific Railway Company Surveys for the northwest corner of the parcel herein described;

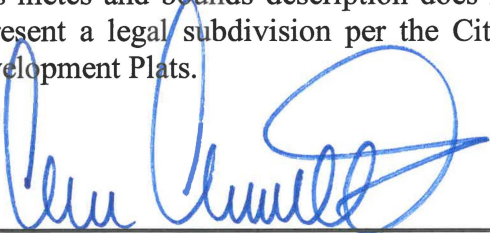
THENCE, following the section line common to said Sections 15 and 18, South 87°58'17” East, a distance of 2,657.69 feet to the west right-of-way line of said Martin Luther King Jr. Boulevard for the northeast corner of the parcel herein described;

THENCE, leaving the section line common to said Sections 15 and 18 and following the west right-of-way line of said Martin Luther King Jr. Boulevard, South 01°35'40” West, a distance of 4,432.77 feet to an angle point of the parcel herein described;

THENCE, continuing along the west right-of-way line of said Martin Luther King Jr. Boulevard, South 02°09'10” West, a distance of 859.92 feet to the ***POINT OF BEGINNING***.

Said parcel containing 305.5732 acres (13,310,768.5 square feet), more or less and being subject to all easements, restrictions and covenants of record.

This metes and bounds description does not represent a survey made on the ground and does not represent a legal subdivision per the City of El Paso Municipal Code, Title 19-Subdivision and Development Plats.



Aaron Alvarado, TX R. P. L. S. No. 6223
Date: May 27, 2021
NE POLICE ACADEMY PARCEL-DESC



EXHIBIT C
Map of the Facilities Parcel

Exhibit A: Facilities Parcel Location Map

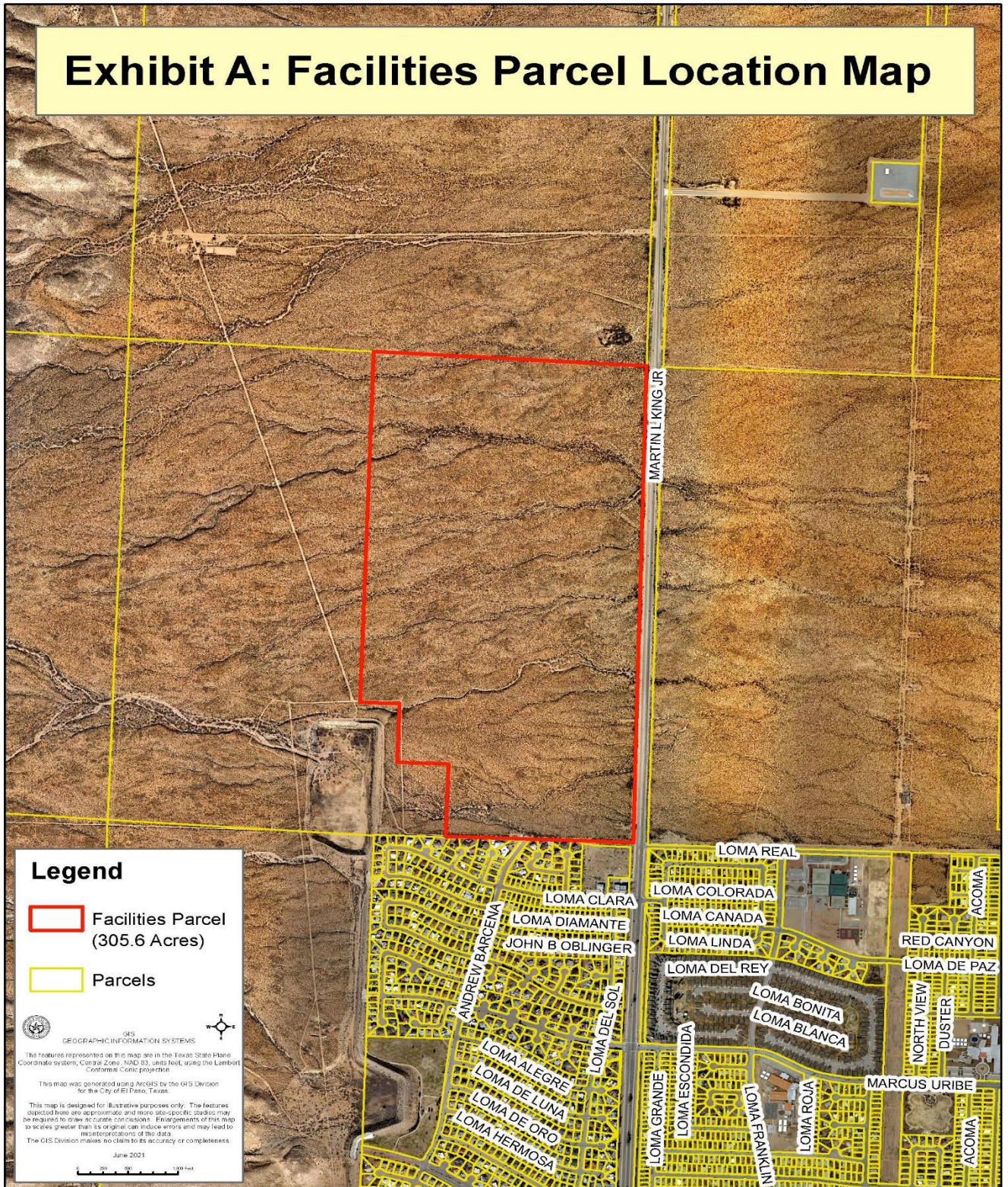


Exhibit D
Facilities Parcel Survey and Environmental Reports

[property legal description, survey and metes and bounds, and environmental report]