

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

AGENDA DATE: July 7, 2021
PUBLIC HEARING DATE: July 20, 2021

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

SUBJECT:

An Ordinance granting a Special Privilege License to El Paso Independent School District for the maintenance, use and repair of an existing underground tunnel encroaching within a portion of Arizona Avenue between Kansas Street and Stanton Street; setting the license for a term of fifteen years (15) with one (1) renewable fifteen (15) year term.

Subject Property: 1014 N. Stanton

Applicant: El Paso Independent School District

BACKGROUND / DISCUSSION:

The applicant is requesting to legalize an existing 808 square foot underground tunnel that will serve to share utilities and allow pedestrian passage between an existing building and construction of the new EPISD administration building.

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:


Philip F. Etiwe – Planning and Inspections Director

ORDINANCE NO. _____

AN ORDINANCE GRANTING A SPECIAL PRIVILEGE LICENSE TO EL PASO INDEPENDENT SCHOOL DISTRICT FOR THE MAINTENANCE, USE AND REPAIR OF AN EXISTING UNDERGROUND TUNNEL ENCROACHING WITHIN A PORTION OF ARIZONA AVENUE BETWEEN KANSAS STREET AND STANTON STREET; SETTING THE LICENSE FOR A TERM OF FIFTEEN YEARS (15) WITH ONE (1) RENEWABLE FIFTEEN (15) 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 El Paso Independent School District (hereinafter referred to as the "Grantee"), for the maintenance, use and repair of an existing Underground Tunnel encroaching 808 square feet into the public right-of-way under a portion of Arizona Avenue between Kansas Street and Stanton Street as shown in *Exhibit "A,"* which is made a part hereof for all purposes (hereinafter referred to as "License Area").

SECTION 2. LICENSE AREA

The subsurface rights granted herein under portions of rights-of-way under Arizona Avenue between Kansas Street and Stanton Street and legally described as an existing utility tunnel within the right-of-way of Arizona Avenue between Fractional Block 3, and Block 9, Alexander Addition in the City of El Paso, El Paso County, Texas, to maintain, use and repair an existing Underground Tunnel 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 encroachment onto City rights of way, which includes the requirement and responsibility for maintenance, use and repair of the existing Underground Tunnel which may include various future improvements, including but not limited to allow pedestrian passage and utility lines. 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 and vehicular access.

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 License Area 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 right-of-way that impairs its function as a City right-of-way. Except for maintenance of the existing Underground Tunnel as provided herein, Grantee shall not construct any additional improvements, or make any

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additions or alterations on, above, or below the City right-of-way, without prior written consent of the El Paso City Manager or designee.

SECTION 4. REGULATION OF CONSTRUCTION

The work done by Grantee in replacing, repairing, reconstructing, or maintaining the existing Underground Tunnel shall be subject to and governed by all the applicable laws, rules and regulation of the City, State, and Federal laws that are applicable to the maintenance and repair of the existing Underground Tunnel. Work done in connection with the repair and maintenance of the existing Underground Tunnel is subject to the continuing police power of the City.

In the event that Grantee desires to reconstruct, repair, maintain, or replace the existing Underground Tunnel 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 any applicable City codes.

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

License Term for the existing Underground Tunnel: In accordance with City Code, Subsection 15.08.120(E)(3)(c), this license authorizing the encroachment of the existing Underground Tunnel, as more particularly identified in *Exhibit "B,"* shall be for a term of fifteen (15) years from the Effective Date hereof, unless terminated earlier as provided herein.

Grantee shall have the right to extend this Special Privilege for one (1) additional fifteen (15) year term upon written notice to the City. If Grantee wishes the City to extend 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.

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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 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. If the City requires Grantee to alter, change, adapt, remove, or relocate the existing Underground Tunnel due to imminent public safety concerns, or because of changes in the grade of the License Area or in the location or manner of constructing a water pipe, sewer pipe or other underground or aboveground pipes owned by the City, Grantee shall make the alterations or changes as soon as practicable when ordered in writing by the City without claim for reimbursement or damages against the City. If these requirements impose a financial hardship upon Grantee, Grantee shall have the right to present alternative proposals for the City's consideration. If the City requires Grantee to remove, alter, change, adapt or relocate its existing Underground Tunnel or any portion thereof to enable any other entity or person, except the City, to use, or to use with greater convenience, the License Area, Grantee shall not be required to make such changes.

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

Except as provided herein, 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.

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) 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 existing Underground Tunnel, 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 FIFTEEN (15) year term of the License, prior to the execution of this License. The FIFTEEN (15) year amount is equal to THIRTEEN THOUSAND THIRTY-THREE AND 84/100 DOLLARS (\$13,033.84). Said \$13,033.84 reflects the net present value (NPV) at a three percent (3%) discount rate of the annual fees for the entire FIFTEEN (15) year term of the License.

To the extent allowed by law, both the annual consideration and the advance payment shall be exclusive of and in addition to all applicable 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 existing Underground Tunnel Encroachment 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 10. INSURANCE

Prior to commencement of any future construction, repairs, or maintenance operations during the term of this License, Grantee's contractors or agents shall provide the City with a certificate of insurance and shall maintain such insurance in effect during the time of construction. The City shall be named as an additional insured on all of the contractors or agents 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's contractors or agents shall maintain liability insurance for personal injuries and death growing out of any one accident or other cause in a minimum amount of One Million and No/100 Dollars (\$1,000,000.00) per person, and Two Million and No/100 Dollars (\$2,000,000.00) for each single occurrence, and, in addition, will provide property damage liability insurance

in a minimum one of any accident or other cause. These amounts are not a limitation upon the Grantee's Contractors or Agents agreement to indemnify and hold harmless.

Grantee's Contractors and Agents 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 change without thirty (30) days prior written notice to the Financial Services Department for cancellation based on non-payment of insurance premiums.

Grantee shall file a copy of insurance with the Financial Services Department and the Planning and Inspections Department.

SECTION 11. INDEMNITY The City acknowledges that the Grantee cannot agree to indemnification or damages provisions pursuant to its fiscal law policies. However, the Grantee will agree to include the following provisions in its agreements with contractors performing work on the Property under this Special Privilege.

The Contractor, its Agent or its insurer will INDEMNIFY, DEFEND AND HOLD the City, its officers, agents and employees, HARMLESS FOR AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LIABILITY, DAMAGES OR EXPENSE, (INCLUDING BUT NOT LIMITED TO ATTORNEY FEES AND COSTS) FOR ANY DAMAGE TO OR LOSS OF ANY PROPERTY, OR ANY ILLNESS, INJURY, PHYSICAL OR MENTAL IMPAIRMENT, LOSS OF SERVICES, OR DEATH TO ANY PERSON ARISING OUT OF OR RELATED TO THE THIRD PARTY ACTIVITIES, even where such damage, injury, loss, illness, physical or mental impairment, loss of service, or death results from or involves NEGLIGENCE, or allegations of negligence on the part OF THE CITY, its officers, agents, or employees. 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 Contractor or Agent every demand, notice, summons or other process received by the City in any claim or legal proceeding contemplated herein. The Contractor or its Agent will 1) investigate or cause the investigation of accidents or occurrences involving such injuries or damages; 2) negotiate or cause to be negotiated the claim as the Company may deem expedient; and 3) 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 injuries or damages. The Contractor or its Agent will pay all judgments finally establishing liability of the City in actions defended by the Contractor or its Agent pursuant to this section along with all attorneys' fees and costs incurred by the City including interest accruing to the date of payment by Contractor or its Agent, 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. The City will not be responsible for any loss of or damage to the Contractor or its Agent's property from any cause.

SECTION 12. 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 existing Underground Tunnel or a portion thereof or ceases to use the existing Underground Tunnel 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 existing Underground Tunnel, 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 13. 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 for any reason 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 the existing Underground Tunnel Encroachment 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.

SECTION 14. 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 reconstruction, replacement, maintenance, and repair of the existing Underground Tunnel 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 15. 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: El Paso Independent School District
Attn: General Counsel
PO Box 20100
El Paso, Texas 79998-0100

El Paso Independent School District
Attn: Executive Director of Facilities and Construction
PO Box 20100
El Paso, Texas 79998-0100

El Paso Independent School District
Attn: Executive Director Operations & Support Services
PO Box 20100
El Paso, Texas 79998-0100

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

SECTION 16. 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 17. 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 18. 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 19. 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 20. INTENTIONALLY DELETED.

SECTION 21 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.

ADOPTED this ____ day of _____, 2021.

WITNESS THE FOLLOWING SIGNATURES AND SEALS


THE CITY OF EL PASO

Oscar Leeser
Mayor

ATTEST:


Laura Prine
City Clerk

APPROVED AS TO FORM:



Russell T. Abeln
Assistant City Attorney

APPROVED AS TO CONTENT:

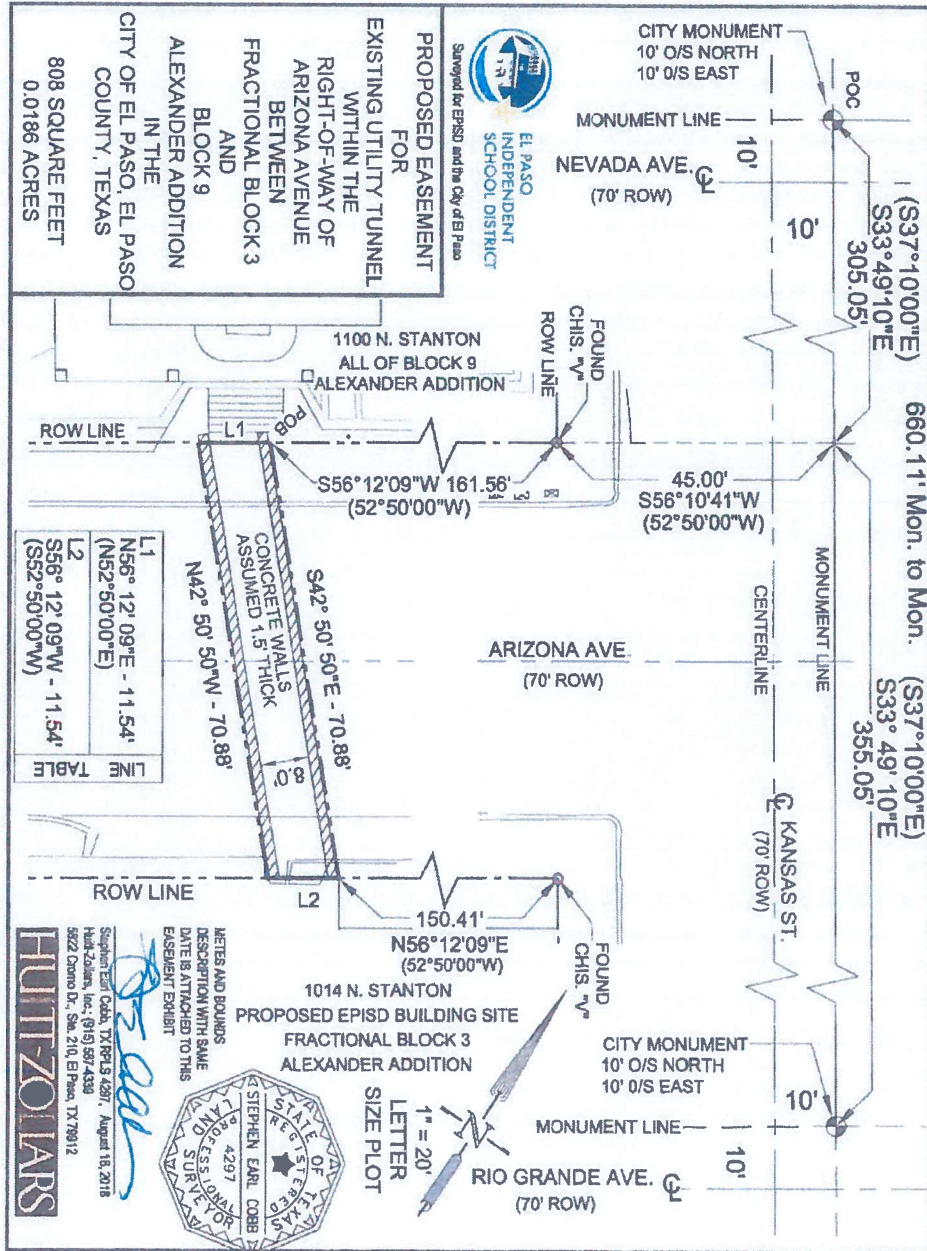


Phillip F. Etiwe, Director
Planning and Inspections Department

ORDINANCE NO. _____
18-1007-2306 | 1047180
EPISD
RTA

NESV2018-00014

EXHIBIT A



ORDINANCE NO. _____
18-1007-2306 | 1047180
EPISD
RTA

NESV2018-00014

EXHIBIT B

**0.0186 ACRE EASEMENT FOR CONCRETE TUNNEL CROSSING ARIZONA AVE.
ALEXANDER ADDITION
CITY OF EL PASO, EL PASO COUNTY, TEXAS**

The parcel of land herein described is a proposed easement for an existing utility tunnel within the right-of-way of Arizona Avenue between Fractional Block 3 and Block 9, Alexander Addition in the City of El Paso, El Paso County, Texas, and is more particularly described by metes and bounds as follows [note that State Plane bearings are used herein, record bearings are in parentheses]:

Commencing for Reference at a found City Monument that is located at 10 foot offsets North and East from the centerline intersection of Nevada Ave. (70 foot right-of-way) and Kansas St. (70 foot right-of-way) [from this point, another City Monument at 10 foot offsets North and East from the centerline intersection of Rio Grande Ave. (70 foot right-of-way) and Kansas St. (70 foot right-of-way) bears South 33°49'10" East (S37°10'00"E) 660.11ft.]; Thence, from said point of commencement, with the offset monument line of Kansas St., South 33°49'10" East (S37°10'00"E) 305.05 ft.; Thence, South 56°10'41" West (52°50'00"W) 45.00 feet to the most easterly corner of said Block 9 [witnessed by a found chiseled "V"]; Thence, with the northwest right-of-way line of Arizona Ave., South 56°12'09" West (52°50'00"W), 161.56 feet to the **POINT OF BEGINNING**;

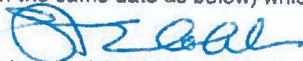
Thence, crossing Arizona Ave, (70 foot right-of-way) South 42°50'50" East, 70.88 feet to the southeast right-of-way line of Arizona Ave. [being also a boundary of said Fractional Block 3];

Thence, with said southeast Arizona Ave. right-of-way line, South 56°12'09" West (S52°50'00"W), 11.54 feet;

Thence, crossing Arizona Ave., North 42°50'50" West, 70.88 feet to the northwest right-of-way line of Arizona Ave.;

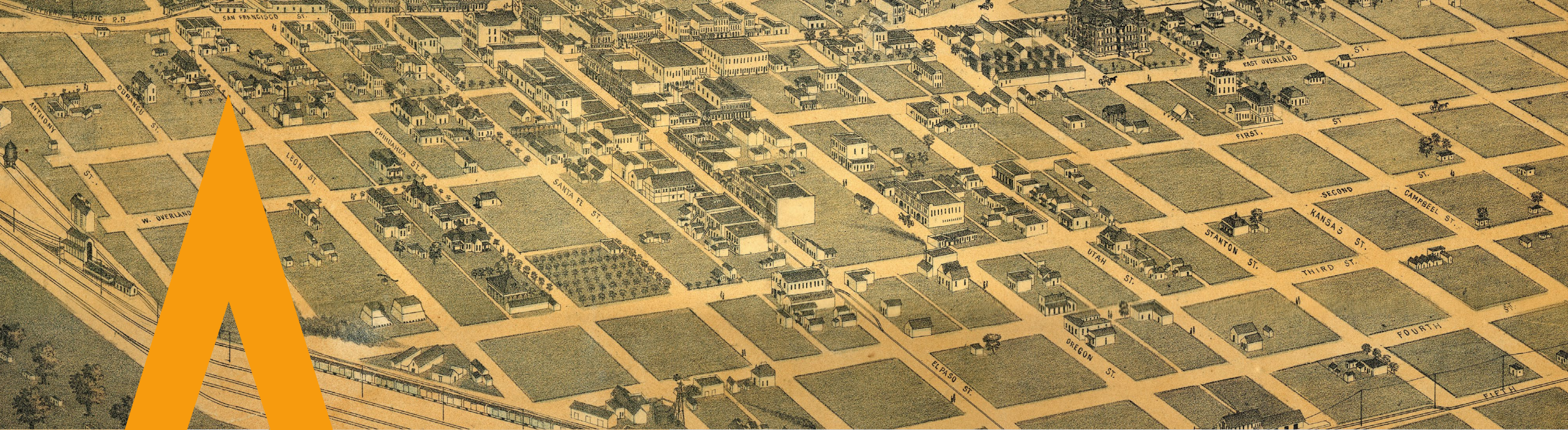
Thence, with the northwest right-of-way line of Arizona Ave., North 56°12'09" East (N52°50'00"E), 11.54 feet to the **POINT OF BEGINNING** and containing 808 square feet or 0.0186 acres.

Distances cited in this description are surface distances, in US Survey Feet, based on a scaling of Texas State Plane Coordinate System Central Zone coordinate values by a factor of 1.000231. All bearings (except parenthetical record bearings) are state plane grid bearings. The adjoining Fractional Block 3 and Block 9, Alexander Addition were conveyed to EPISD in Doc # 20170078470, Deed Records of said County. No corners were marked on the ground for this easement description. This description is accompanied by a letter size survey drawing (with the same date as below) which is made a part of this description for all purposes.



Stephen Earl Cobb, Texas RPLS 4297
Huitt-Zollars, Inc.; El Paso Office (Firm License Number 10025603)
5822 Cromo Drive, Suite 210
El Paso, Texas, 79912-5502
Phone 915-587-4339
August 16, 2018





ITEM ?

Special Privilege License 1014 N. Stanton

Strategic Goal 3.

Promote the Visual
Image of El Paso



License Details

Applicant:

- El Paso Independent School District

Location:

- 1014 N. Stanton

Type of Encroachment

- Subsurface encroachment of an existing underground tunnel. Total area of encroachment is 808 square feet.

Term

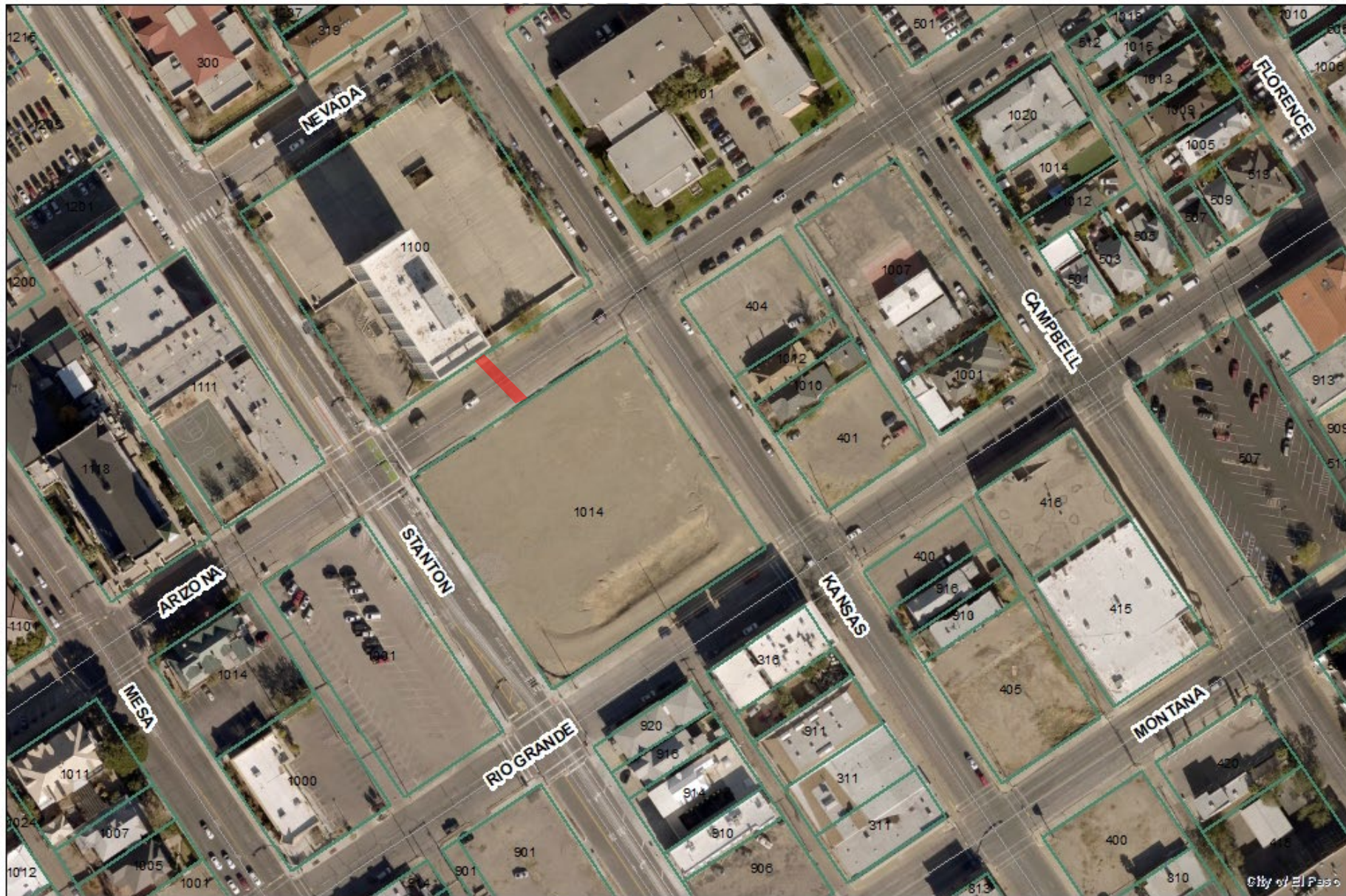
- Fifteen (15) years with One (1) renewable fifteen (15) year Term.
- Renewals are administrative (do not require Council approval)

Fees

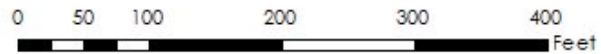
- \$1,060.00 per year

Staff Recommendation

- Approval



This map is designed for illustrative purposes only. The features depicted here are approximate and more detailed studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original cause errors and may lead to misinterpretations of the data. The Planning & Inspection Department Planning Division makes no claim to its accuracy or completeness.



**0.0186 ACRE EASEMENT FOR CONCRETE TUNNEL CROSSING ARIZONA AVE.
ALEXANDER ADDITION
CITY OF EL PASO, EL PASO COUNTY, TEXAS**

The parcel of land herein described is a proposed easement for an existing utility tunnel within the right-of-way of Arizona Avenue between Fractional Block 3 and Block 9, Alexander Addition in the City of El Paso, El Paso County, Texas, and is more particularly described by metes and bounds as follows [note that State Plane bearings are used herein, record bearings are in parentheses]:

Commencing for Reference at a found City Monument that is located at 10 foot offsets North and East from the centerline intersection of Nevada Ave. (70 foot right-of-way) and Kansas St. (70 foot right-of-way) [from this point, another City Monument at 10 foot offsets North and East from the centerline intersection of Rio Grande Ave. (70 foot right-of-way) and Kansas St. (70 foot right-of-way) bears South 33°49'10" East (S37°10'00"E) 660.11ft.]; Thence, from said point of commencement, with the offset monument line of Kansas St., South 33°49'10" East (S37°10'00"E) 305.05 ft.; Thence, South 56°10'41" West (52°50'00"W) 45.00 feet to the most easterly corner of said Block 9 [witnessed by a found chiseled "V"]; Thence, with the northwest right-of-way line of Arizona Ave., South 56°12'09" West (52°50'00"W), 161.56 feet to the **POINT OF BEGINNING**;

Thence, crossing Arizona Ave, (70 foot right-of-way) South 42°50'50" East, 70.88 feet to the southeast right-of-way line of Arizona Ave. [being also a boundary of said Fractional Block 3];

Thence, with said southeast Arizona Ave. right-of-way line, South 56°12'09" West (S52°50'00"W), 11.54 feet;

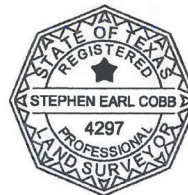
Thence, crossing Arizona Ave., North 42°50'50" West, 70.88 feet to the northwest right-of-way line of Arizona Ave.;

Thence, with the northwest right-of-way line of Arizona Ave., North 56°12'09" East (N52°50'00"E), 11.54 feet to the **POINT OF BEGINNING** and containing 808 square feet or 0.0186 acres.

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5822 Cromo Drive, Suite 210
El Paso, Texas, 79912-5502
Phone 915-587-4339
August 16, 2018





Recommendation

- Staff recommends **approval** of the Special Privilege License for the subsurface encroachment of the existing tunnel.



Mission

Deliver exceptional services to support a high quality of life and place for our community



Vision

Develop a vibrant regional economy, safe and beautiful neighborhoods and exceptional recreational, cultural and educational opportunities powered by a high performing government



Values

Integrity, Respect, Excellence, Accountability, People