

A.

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County of El Paso Agenda Item Details

Item Title:	TxDOT Montana Acquisition - Possession & Use Agreement
Submitted By:	Michael McElroy, Director
Department:	Planning and Development
Department Phone Number:	915-273-3330
Subject:	Approve and authorize the County Judge to sign a Possession and Use Agreement for Transportation Purposes with additional payment of independent consideration with the Texas Department of Transportation for an irrevocable right to possession and use of the County's property for the purpose of constructing a portion of Highway No. US 62/180. (Contract No. 2024-0591) (Precinct 1)
Background:	<p>Montana Avenue, known also as Highway No. US 62/180, is being widened by TxDOT into a controlled access freeway. This roadway widening requires the acquisition of right-of-way along the length of the project. The County owns a portion of this property fronting the County Jail Annex. TxDOT and the County are currently negotiating price and other project-related considerations for the sale of the required land. In the interim, so as to keep the project timeline on-track, the State will compensate the County \$25,000 for immediate possession of the property while the County retains ownership. In this arrangement, the County and State can continue sale negotiations. County staff have met with the Sheriff's Office to obtain feedback on this upcoming occurrence. Practical considerations for seamless operations at the jail annex during the project will be coordinated by TxDOT and the County prior to the project's physical commencement.</p>
Fiscal Impact:	<p>Fiscal Impact Historical None.</p> <p>Fiscal Impact Projected \$25,000 receipt of funds to the County</p> <p>Long Account Number: Amount:</p>

Long Account Number: COCP-3001-0000000-411-00-00000-0000-00000-480005- CP-IMPROV01-PROPERTY SALES Amount: \$25,000.00

Budget or Unbudgeted Match:

Recommendation:

Approve and authorize the County Judge to sign a Possession and Use Agreement for Transportation Purposes with additional payment of independent consideration with the Texas Department of Transportation for an irrevocable right to possession and use of the County's property for the purpose of constructing a portion of Highway No. US 62/180. (Contract No. 2024-0591) (Precinct 1)

Prior Action:

None.

Strategic Plan:

Goal:

null

Objective:

Strategic Plan Information:

**Estimated Time Needed
For This Item:**

EXHIBIT A

County: El Paso **TxDOTCONNECT Parcel No. P00053948.001**
Highway: U.S. 62/180
Limits: Tierra Este to F.M. 659
RCSJ: 0374-02-104
CCSJ: 0374-02-100

PROPERTY DESCRIPTION FOR PARCEL 3

DESCRIPTION of a 138,466 square foot (3.179 acre) parcel of land situated in the T&P R.R. Co. Survey, Abstract No. 2138, Section 33, Block 79, Township 2, in El Paso County, Texas, being a portion of the remainder of that tract described as 60.00 acres conveyed to the County of El Paso by deed, as recorded in Volume 2545, Page 471, Official Public Records of Real Property, El Paso County, Texas, said 138,466 square foot (3.179 acre) parcel of land being more particularly described by metes and bounds as follows:

COMMENCING at a 1/2 inch iron rod with cap (illegible) found at northwest corner of the remainder of said 60.00 acre County of El Paso tract;

THENCE, South 02 degrees 28 minutes 25 seconds West, along the west line of the remainder said 60.00 acre County of El Paso tract and the east line of Lot 2 (17.4610 acres), Block 1, Herrera Legacy 2 Subdivision, a subdivision of record in Document No. 20160079355, Official Public Records of Real Property, El Paso County, Texas, said Lot 2 being a portion of a called 19.49 acre tract conveyed to Herrera Legacy Developments, LLC by deed, as recorded in Document No. 20100066490, Official Public Records of Real Property, El Paso County, Texas, a distance of 1,579.06 feet to a 5/8 inch iron rod with TEXAS DEPARTMENT OF TRANSPORTATION (TxDOT) aluminum cap set in the proposed north right-of-way line of U.S. 62/180 (Montana Avenue), for the **POINT OF BEGINNING**, being 143.82 feet left of Engineer's Baseline Station 576+81.00, having Surface Coordinates of N=10,672,945.14, E=457,414.85, on a curve to the left;

- 1) **THENCE**, in an easterly direction, along the proposed north right-of-way line of U.S. 62/180, crossing the remainder said 60.00 acre County of El Paso tract, 159.48 feet along the arc of said curve to the left, having a radius of 4,934.00 feet, a central angle of 01 degrees 51 minutes 07 seconds, and a chord which bears North 86 degrees 24 minutes 28 seconds East, a chord distance of 159.47 feet to a TxDOT Type II monument set, being 140.69 feet left of Engineer's Baseline Station 578+40.44;

EXHIBIT A

- 2) **THENCE**, North 84 degrees 19 minutes 42 seconds East, continuing along the proposed north right-of-way line of U.S. 62/180, crossing the remainder of said 60.00 acre County of El Paso tract, a distance of 1,494.09 feet to a point (unable to set) ** in the east line of the remainder of said 60.00 acre County of El Paso tract, being in the existing west right-of-way line of State Jail Road, a 60 foot wide public road dedication in Volume 2815, Page 746, Official Public Records of Real Property, El Paso County, Texas, being 160.22 feet left of Engineer's Baseline Station 593+37.03;
- 3) **THENCE**, South 02 degrees 28 minutes 25 seconds West, along the east line of the remainder of said 60.00 acre County of El Paso tract and the existing west right-of-way line of State Jail Road, a distance of 84.35 feet to a point at the southeast corner of the remainder of said 60.00 acre County of El Paso tract, being in the north line of that tract described as 12.27 acres conveyed to the County of El Paso, Texas by deed, as recorded in Volume 497, Page 634, Deed Records, El Paso County, Texas, and the existing north right-of-way line of U.S. 62/180 (Montana Avenue, 200 foot width);
- 4) **THENCE**, South 84 degrees 19 minutes 51 seconds West, along the south line of the remainder of said 60.00 acre County of El Paso tract, the north line of said 12.27 acre County of El Paso tract, and the existing north right-of-way line of U.S. 62/180, a distance of 1,654.27 feet to a point at the southwest corner of the remainder of said 60.00 acre County of El Paso tract, being the southeast corner of said Lot 2;
- 5) **THENCE**, North 02 degrees 28 minutes 25 seconds East, along the west line of the remainder of said 60.00 acre County of El Paso tract and the east line of said Lot 2, a distance of 90.12 feet to the **POINT OF BEGINNING** and containing 138,466 square feet (3.179 acres) of land, more or less.

The bearings and coordinates are based on the Texas Coordinate System, Central Zone (4203), North American Datum of 1983, 2014 Adjustment EPOCH 2010.00. All distances and coordinates shown are surface and may be converted to grid by dividing by a combined adjustment factor of 1.000231.

** The monument described and set in this call may be replaced with a TxDOT Type II right-of-way marker upon completion of the highway construction project under the supervision of a Registered Professional Land Surveyor, either employed or retained by TxDOT.

Access is permitted to the highway facility from the remainder of the abutting property.

EXHIBIT A

A parcel plat of even date was prepared in conjunction with this property description.

STATE OF TEXAS §

§

KNOW ALL MEN BY THESE PRESENTS:

COUNTY OF TRAVIS §

That I, Chris Conrad, a Registered Professional Land Surveyor, do hereby certify that the above description is true and correct to the best of my knowledge and belief and that the property described herein was determined by a survey made on the ground under my direction and supervision.

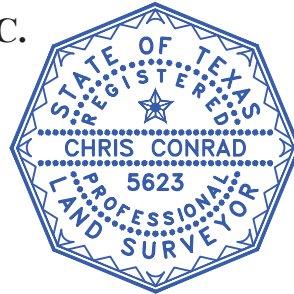
WITNESS MY HAND AND SEAL at Austin, Travis County, Texas, this the 8th day of September, 2020 A.D.

SURVEYED BY:

McGRAY & McGRAY LAND SURVEYORS, INC.

3301 Hancock Dr., Ste. 6 Austin, TX 78731 (512) 451-8591

TBPELS Survey Firm# 10095500



Chris Conrad, Reg. Professional Land Surveyor No. 5623

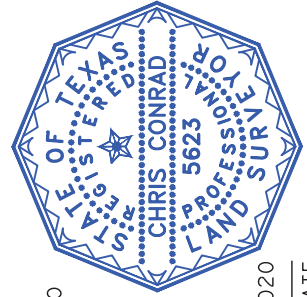
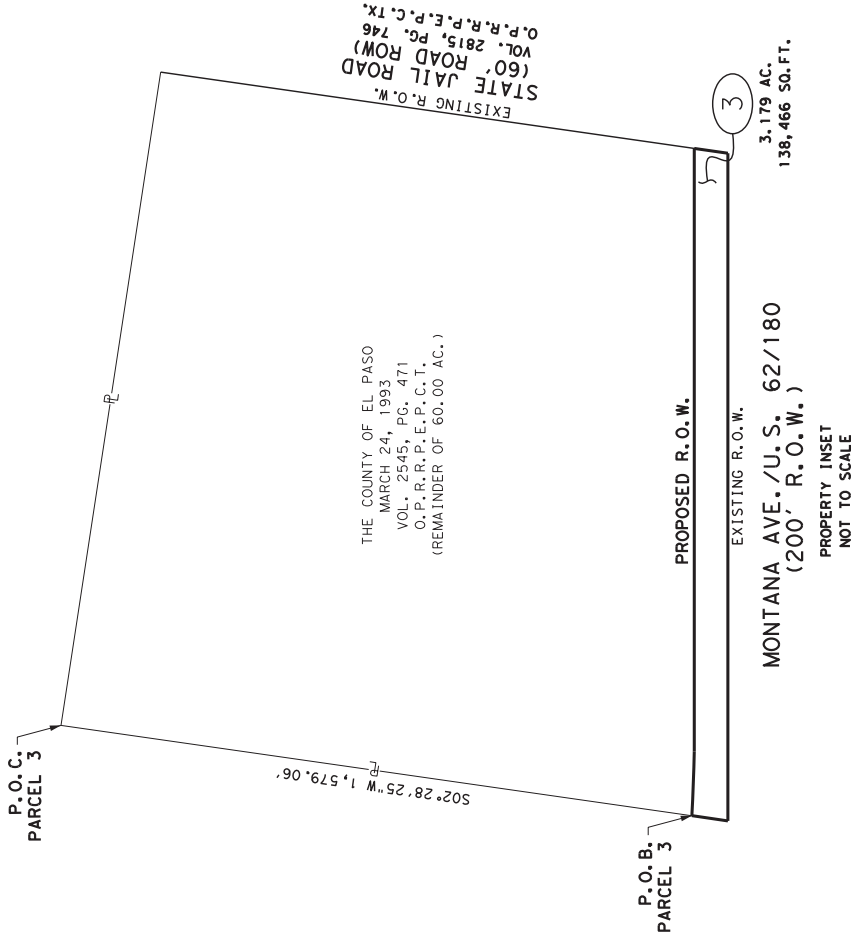
M:/TxDOT El Paso~US 62-Tierra Este to FM 659/Descriptions/Parcel 3

Issued 09/08/2020



NOTES:

1. ALL BEARINGS AND COORDINATES ARE BASED ON THE TEXAS COORDINATE SYSTEM, CENTRAL ZONE, NORTH AMERICAN DATUM OF 1983, 2011 ADJUSTMENT EPOCH 2010.00. ALL DISTANCES AND COORDINATES SHOWN ARE SURFACE AND MAY BE CONVERTED TO GRID BY DIVIDING BY A COMBINED ADJUSTMENT FACTOR OF 1.000231.
2. ABSTRACTING WAS PERFORMED FROM FEBRUARY 2019 THROUGH MAY 2020.
3. FIELD SURVEYING WAS PERFORMED FROM FEBRUARY 2019 THROUGH JUNE 2020.
4. RIGHT-OF-WAY MAPS COMPLETED IN JUNE 2020.
5. THIS MAP IS AN INTERNAL TxDOT DOCUMENT. ITS CONTENTS SHALL NOT BE USED FOR ANY OTHER PURPOSE. INACCURACIES SHALL BE REPORTED TO THE DISTRICT AND RIGHT-OF-WAY PROJECT DELIVERY SECTION FOR CORRECTIONS.
6. ** THE MONUMENT DESCRIBED AND SET MAY BE REPLACED WITH A TxDOT TYPE II RIGHT-OF-WAY MARKER UPON COMPLETION OF THE HIGHWAY CONSTRUCTION PROJECT UNDER THE SUPERVISION OF A PROFESSIONAL LAND SURVEYOR, EITHER EMPLOYED OR RETAINED BY TxDOT.



I HEREBY CERTIFY THAT THIS PLAT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF AND THAT THE PROPERTY SHOWN HEREIN WAS DETERMINED BY A SURVEY MADE ON THE GROUND UNDER MY DIRECTION AND SUPERVISION.

Chris Conrad

9/8/2020

CHRIS CONRAD, REG. PROF. LAND SURVEYOR NO. 5623 DATE

REVISIONS

CALCULATED	ACQUISITION	REMAINING LT
58.08 AC. 2,529,965 SQ. FT.	3,179 AC. 138,466 SQ. FT.	54.90 AC. 2,391,499 SQ. FT.



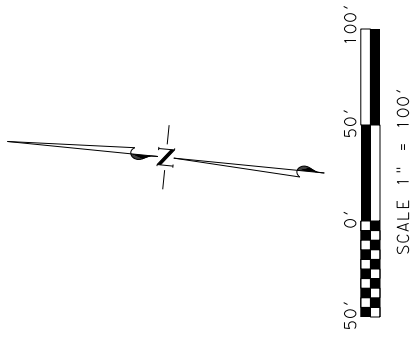
Texas Department of Transportation



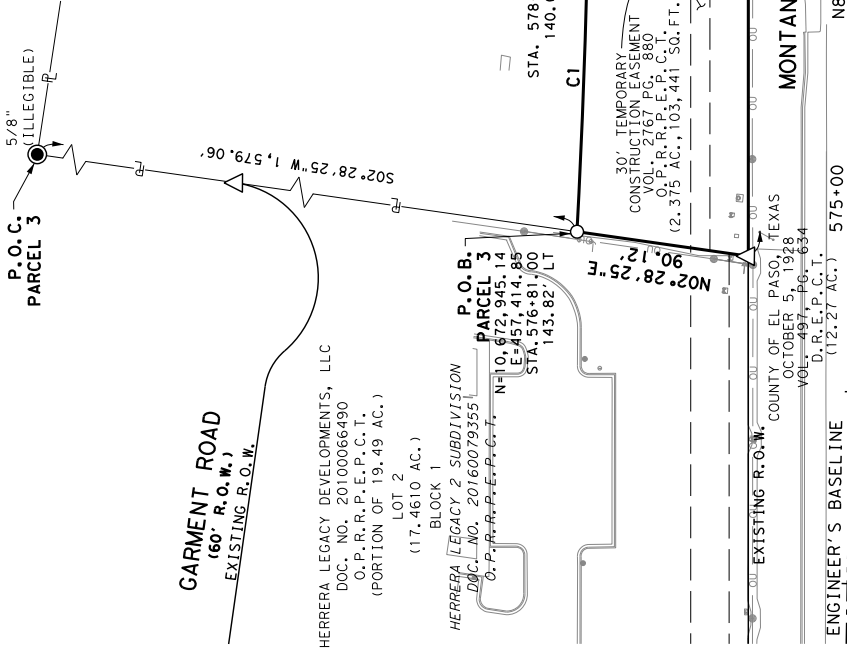
PARCEL PLAT SHOWING
PARCEL 3

U.S. 62/180 (MONTANA AVENUE)
EL PASO COUNTY, TEXAS
R.C.S. J.: 0374-02-104

SEC. 33, BLK. 79, TSP. 2
T&P R.R. CO. SURVEY, A-2138



MATCH LINE PAGE 6 OF 7



CURVE TABLE				
CURVE	LENGTH	RADIUS	DELTA	CHORD
C1	159.48'	4,934.00'	01°51'07"	159.47'

LEGEND

- APPROXIMATE SURVEY LINE

■ FOUND TxDOT TYPE I MONUMENT

● FOUND TxDOT TYPE II MONUMENT

● FOUND IRON ROD WITH CAP 1/2" UNLESS NOTED

● FOUND IRON ROD 1/2" UNLESS NOTED

● FOUND IRON PIPE 1/2" I.D. UNLESS NOTED

⊗ FOUND CHISEL MARK

▲ FOUND MAG NAIL (UNLESS NOTED)

△ CALCULATED POINT, NOT SET

○ IRON ROD SET W/ TxDOT ALUMINUM CAP

△ MAG NAIL SET (UNLESS NOTED)

⊗ CHISEL MARK SET
- ☐ SET TxDOT TYPE II MONUMENT

(XXX) RECORD INFORMATION

— PROPERTY LINE (OWNERSHIP DIVISION)

— DEED LINE (OWNERSHIP IN COMMON)

— DISTANCE NOT TO SCALE

R.O.W. RIGHT-OF-WAY

N.T.S. NOT TO SCALE

P.U.E. PUBLIC UTILITY EASEMENT

P.R.E.P.C.T. PLAT RECORDS EL PASO COUNTY, TEXAS

D.R.E.P.C.T. DEED RECORDS EL PASO COUNTY, TEXAS

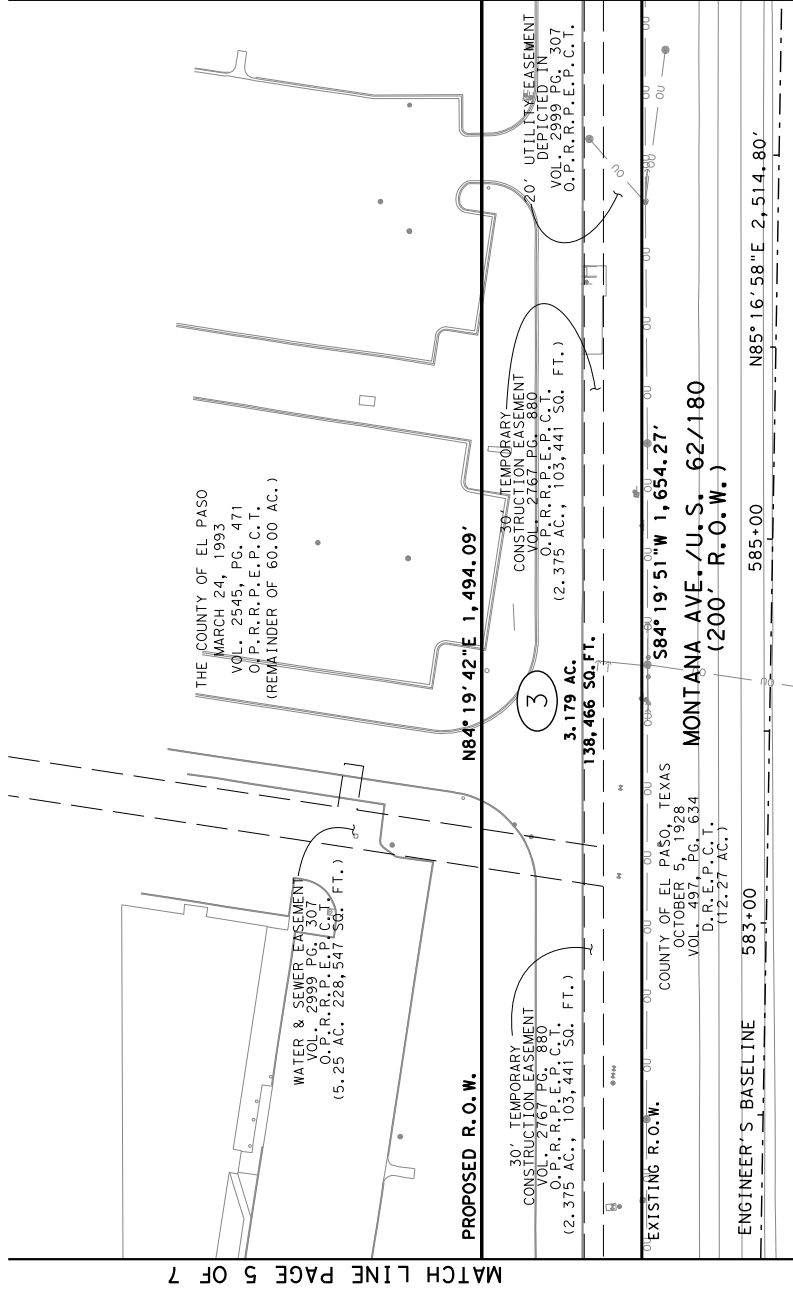
O.P.R.R.P.E.P.C.T. OFFICIAL PUBLIC RECORDS OF REAL PROPERTY, EL PASO COUNTY, TEXAS




McGRAY & McGRAY
LAND SURVEYORS, INC.
TBPELS SURVEY FIRM # 10095500
3301 HANCOCK DRIVE #6
AUSTIN, TEXAS 78731
(512) 451-8591
www.mcgray.com


PARCEL PLAT SHOWING
PARCEL 3
U.S. 62/180 (MONTANA AVENUE)
EL PASO COUNTY, TEXAS
R.C.S.J.: 0374-02-104

SEC. 33, BLK. 79, TSP. 2
T&P R.R. CO. SURVEY, A-2138





Texas Department of Transportation



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PARCEL PLAT SHOWING
PARCEL 3
U.S. 62/180 (MONTANA AVENUE)
EL PASO COUNTY, TEXAS
R.C.S.J.: 0374-02-104

DATE: SEPTEMBER 2020 **SCALE:** 1" = 100'

LEGEND

APPROXIMATE SURVEY LINE	SET TxDOT TYPE II MONUMENT	RECORD INFORMATION
FOUND TxDOT TYPE I MONUMENT	(XXX)	PROPERTY LINE (OWNERSHIP DIVISION)
FOUND TxDOT TYPE II MONUMENT	— —	DEED LINE (OWNERSHIP IN COMMON)
FOUND IRON ROD WITH CAP 1/2" UNLESS NOTED	— —	DISTANCE NOT TO SCALE
FOUND IRON ROD 1/2" UNLESS NOTED	— —	RIGHT-OF-WAY
FOUND IRON PIPE 1/2" I.D. UNLESS NOTED	R.O.W.	NOT TO SCALE
FOUND CHISEL MARK	N.T.S.	PUBLIC UTILITY EASEMENT
FOUND MAG NAIL (UNLESS NOTED)	P.U.E.	PLAT RECORDS EL PASO COUNTY, TEXAS
CALCULATED POINT, NOT SET	P.R.E.P.C.T.	DEED RECORDS EL PASO COUNTY, TEXAS
IRON ROD SET W/ TxDOT ALUMINUM CAP	D.R.E.P.C.T.	OFFICIAL PUBLIC RECORDS OF REAL PROPERTY, EL PASO COUNTY, TEXAS
MAG NAIL SET (UNLESS NOTED)	O.P.R.P.E.P.C.T.	
CHISEL MARK SET		

ENGINEER'S BASELINE U.S. 62/180 CURVE DATA
PI NORTHING = 10,672.911.44
PI EASTING = 458,755.32
PI STATION = 590+14.16
DELTA = 0° 57' 17" (LT)
DEGREE OF CURVE = 0° 23' 33"
TANGENT = 121.63'
LENGTH = 243.25'
RADIUS = 14,600.00'
CHORD BEARING = N 84° 48' 20" E
CHORD = 243.25'
PC STATION = 588+92.53
PT STATION = 591+35.78

SEC. 33, BLK. 79, TSP. 2
T&P R.R. CO. SURVEY, A-2138

THE COUNTY OF EL PASO
MARCH 24, 1993
VOL. 2545, PG. 471
O.P.R.P.E.P.C.T.
(REMAINDER OF 60.00 AC.)

STATE JAIL ROAD
VOL. 2815, PG. 746
O.P.R.P.E.P.C.T.
EXISTING R.O.W.

(UNABLE TO SET)
STA. 593+37.03
160.22' LT

PROPOSED R.O.W. N84°19'42"E 1,494.09'

30' TEMPORARY CONSTRUCTION EASEMENT
VOL. 2767 PG. 880
O.P.R.P.E.P.C.T.
(2.375 AC., 103,441 SQ. FT.)

WATER & SEWER EASEMENT
VOL. 2545 PG. 301
O.P.R.P.E.P.C.T.
(0.17 AC., 7,507 SQ. FT.)

3.179 AC.
138,466 SQ. FT.

EXISTING R.O.W.
WATER & SEWER EASEMENT
VOL. 2999 PG. 307
O.P.R.P.E.P.C.T.
(0.001 AC., 64 SQ. FT.)

S84°19'51"W 1,654.27'
MONTANA AVE./U.S. 62/180
(200' R.O.W.)

20' UTILITY EASEMENT
VOL. 2399 PG. 307
O.P.R.P.E.P.C.T.
OCTOBER 5, 1928
D.R.E.P.C.T. 634
(12.27 AC.)

502.28' 25' W
84.35' N
TX2998"

PT 591+35.78

592+00

N84°19'42"E 6,967.30'

ENGINEER'S
BASELINE
N85°16'58"E
2,514.80'

LEGEND

- APPROXIMATE SURVEY LINE
- FOUND TxDOT TYPE I MONUMENT
- FOUND TxDOT TYPE II MONUMENT
- ⊙ FOUND IRON ROD WITH CAP (1/2" UNLESS NOTED)
- FOUND IRON ROD (1/2" UNLESS NOTED)
- ⊙ FOUND IRON PIPE (1/2" I.D. UNLESS NOTED)
- ⊙ FOUND CHISEL MARK
- ▲ FOUND MAG NAIL (UNLESS NOTED)
- △ CALCULATED POINT, NOT SET
- IRON ROD SET W/ TxDOT ALUMINUM CAP
- ⊙ MAG NAIL SET (UNLESS NOTED)
- ⊙ CHISEL MARK SET
- ⊙ SET TxDOT TYPE II MONUMENT
- (XXX) RECORD INFORMATION
- PROPERTY LINE (OWNERSHIP DIVISION)
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- R.O.W.
- NOT TO SCALE
- PUBLIC UTILITY EASEMENT
- P.R.E.P.C.T.
- D.R.E.P.C.T.
- O.P.R.P.E.P.C.T.
- PLAT RECORDS EL PASO COUNTY, TEXAS
- DEED RECORDS EL PASO COUNTY, TEXAS
- OFFICIAL PUBLIC RECORDS OF REAL PROPERTY, EL PASO COUNTY, TEXAS



Texas Department of Transportation

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PARCEL PLAT SHOWING
PARCEL 3

U.S. 62/180 (MONTANA AVENUE)
EL PASO COUNTY, TEXAS
R.C.S.J.: 0374-02-104

DATE: SEPTEMBER 2020 SCALE: 1" = 100'



**POSSESSION AND USE AGREEMENT FOR TRANSPORTATION PURPOSES
WITH ADDITIONAL PAYMENT OF INDEPENDENT CONSIDERATION**

STATE OF TEXAS	§	ROW CSJ: 0374-02-104
	§	Parcel ID: P00053948.001
COUNTY OF EL PASO	§	Project No.: N/A

This Possession and Use Agreement For Transportation Purposes (the “Agreement”) between the State of Texas, acting by and through the Texas Department of Transportation (the “State”), and The County of El Paso (the “Grantor” whether one or more), grants to the State, its contractors, agents and all others deemed necessary by the State, an irrevocable right to possession and use of the Grantor’s property for the purpose of constructing a portion of Highway No. US 62 (the “Highway Construction Project”). The property subject to this Agreement is described more fully in field notes and plat map (attached as “Exhibit A”) and made a part of this Agreement by reference (the “Property”).

1. For the consideration paid by the State which is set forth in Paragraphs 2 and 3 below, the receipt and sufficiency of which is acknowledged, the Grantor grants, bargains, sells and conveys to the State of Texas the right of entry and exclusive possession and use of the Property for the purpose of constructing a highway and appurtenances thereto and the right to remove any improvements. Authorized activities include surveying, inspection, environmental studies, archeological studies, clearing, demolition, construction of permanent improvements, relocating, replacing, and improving existing utility facilities, locating new utility facilities, and other work required to be performed in connection with the Highway Construction Project. This Agreement will extend to the State, its contractors and assigns, owners of any existing utilities on the Property and those which may be lawfully permitted on the Property by the State in the future, and all others deemed necessary by the State for the purpose of the Highway Construction Project. This grant will allow the construction, relocation, replacement, repair, improvement, operation and maintenance of utilities on the Property.
2. In full consideration for this irrevocable grant of possession and use and other Grantor covenants, warranties, and obligations under this Agreement, the State will tender to the Grantor the sum of ZERO Dollars (\$0.00). The Grantor agrees that this sum represents adequate and full compensation for the possession and use of the Property. The State will be entitled to take possession and use of the Property upon tender of payment. The parties agree that the sum tendered represents 0 percent of the State's approved value, which assumes no adverse environmental conditions affecting the value of the Property. The approved value is the State’s determination of the just compensation owed to the Grantor for the real property interest to be acquired by the State in the Property, encumbered with the improvements thereon, if any, and damages to the remainder, if any, save and except all oil, gas and sulphur. The parties agree that the sum tendered to Grantor will be deducted from any final settlement amount, Special Commissioners’ award or court judgment. In the event the amount of the final settlement or judgment for acquisition of the Property is less than the amount the State has paid for the possession and use of the Property, then the Grantor agrees that the original amount tendered represents an overpayment for the difference and, upon written notice from the State, the Grantor will promptly refund the overpayment to the State.

3. As additional consideration, the State will tender to the Grantor the sum of TWENTY-FIVE THOUSAND AND 00/100 Dollars (\$25,000.00), the receipt and sufficiency of which is acknowledged. The parties agree that the sum tendered under this Paragraph 3:
 - (i) is independent consideration for the possession and use of Grantor's Property and represents no part of the State's compensation to be paid for the anticipated purchase of the Property; and
 - (ii) will not be refunded to the State upon any acquisition of the Property by the State.
4. The effective date of this Agreement will be the date on which payment pursuant to Paragraphs 2 and 3 above was tendered to the Grantor by the State, or disbursed to the Grantor by a title company acting as escrow agent for the transaction, (the "Effective Date").
5. The Grantor warrants and represents that the title to the Property is free and clear of all liens and encumbrances or that proper releases will be executed for the Property prior to funds being disbursed under this Agreement. The Grantor further warrants that no other person or entity owns an interest in the fee title to the Property and further agrees to indemnify the State from all unreleased or undisclosed liens, claims or encumbrances affecting the Property.
6. The parties agree that the valuation date for determining the amount of just compensation for the real property interest proposed to be acquired by the State in the Property, for negotiation or eminent domain proceeding purposes, will be the Effective Date of this Agreement.
7. This Agreement is made with the understanding that the State will continue to proceed with acquisition of a real property interest in the Property. The Grantor reserves all rights of compensation for the title and interest in and to the Property which the Grantor holds as of the time immediately prior to the Effective Date of this Agreement. This Agreement shall in no way prejudice the Grantor's rights to receive full and just compensation as allowed by law for all of the Grantor's interests in and to the Property to be acquired by the State, encumbered with the improvements thereon, if any, and damages, if any, to the remainder of the Grantor's interest in any larger tract of which the Property is a part (the "Remainder"), if any; all as the Property exists on the Effective Date of this Agreement. The State's removal or construction of improvements on the Property shall in no way affect the fair market value of the Property in determining compensation due to the Grantor in the eminent domain proceedings. There will be no project impact upon the appraised value of the Property. This grant will not prejudice the Grantor's rights to any relocation benefits for which Grantor may be eligible.
8. In the event the State institutes or has instituted eminent domain proceedings, the State will not be liable to the Grantor for interest upon any award or judgment as a result of such proceedings for any period of time prior to the date of the award. Payment of any interest may be deferred by the State until entry of judgment.
9. The purpose of this Agreement is to allow the State to proceed with its Highway Construction Project without delay and to allow the Grantor to have the use at this time of a percentage of the estimated compensation for the State's acquisition of a real property interest in the Property. The Grantor expressly acknowledges that the proposed Highway Construction Project is for a valid public use and voluntarily waives any right the Grantor has or may have, known or unknown, to contest the jurisdiction of the court in any condemnation proceeding for acquisition of the Property related to the Highway Construction Project, based upon claims that the condemning authority has no authority to acquire the Property through eminent domain, has no valid public use for the Property, or that

acquisition of the Property is not necessary for the public use.

10. The Grantor reserves all of the oil, gas and sulphur in and under the land herein conveyed but waives all right of ingress and egress to the surface for the purpose of exploring, developing, mining or drilling. The extraction of oil, gas and minerals may not affect the geological stability of the surface. Nothing in this reservation will affect the title and rights of the State to take and use all other minerals and materials thereon, and thereunder.
11. The undersigned Grantor agrees to pay as they become due, all ad valorem property taxes and special assessments assessed against Property, including prorated taxes for the year in which the State takes possession under this agreement.
12. Notwithstanding the acquisition of right of possession to the Property by the State in a condemnation proceeding by depositing the Special Commissioners' award into the registry of the court, less any amounts tendered to the Grantor pursuant to Paragraph 2 above, this Agreement shall continue to remain in effect until the State acquires title to the Property either by negotiation, settlement, or final court judgment.
13. This Agreement will also extend to and bind the heirs, devisees, executors, administrators, legal representatives, successors in interest and assigns of the parties.
14. It is agreed the State will record this document.
15. Other conditions: .

To have and to hold the Agreement herein described and conveyed, together with all the rights and appurtenances belonging to the State of Texas and its assigns forever, for the purposes and subject to the limitations set forth above.

GRANTOR: The County of El Paso

By: _____

Printed Name: _____

Title: _____

Date: _____

Corporate Acknowledgment

State of Texas
County of _____

This instrument was acknowledged before me on _____, 2024
by _____, as _____
of The County of El Paso, on behalf of said entity. The acknowledging person personally appeared by:

☐ physically appearing before me.

☐ appearing by an interactive two-way audio and video communication that meets the requirements for online notarization under Texas Government Code, Chapter 406, Subchapter C.

Notary Public's Signature

THE STATE OF TEXAS

Executed by and approved for the Texas Transportation Commission for the purpose and effect of activating and/or carrying out the orders, established policies or work programs heretofore approved and authorized by the Texas Transportation Commission.

By: _____
Ismael Hernandez,
Right of Way Manager
El Paso Project Delivery - ROW Division

Date: _____



TxDOT Montana ROW Acquisition – Possession & Use Agreement

August 26, 2024

Background

- Montana Ave., known also as US 62/180, is being widened by TxDOT into a limited access freeway.
- The purpose of the proposed project is to improve Montana Avenue from 0.5 mile West of Global Reach to 0.5 mile East of FM 659 (Zaragoza Road).
- The El Paso County Jail Annex is situated along the project path. TxDOT is required to obtain ROW from the County to accommodate the project footprint.
- The area to be acquired measures 138,466 square feet (3.18 acres)

Project Location



Figure 1: Existing Property



Figure 1: Aerial of Project area located between State Jail Rd and Gran Plaza Shopping Center

Acquisition Parcel Specifics

- No Jail Annex buildings will require demolition or adjustments; none are in the area to be acquired.
- The only structural components are power poles for an overhead power lines paralleling the ROW
- There is a large sign that would need to be relocated back to within the new annex property area.
- There are three detentions ponds that are partially within the area, along with their associate drainage system.
- There are various public utilities throughout. None are exclusive to the annex
- The area contains an access road that serves as a buffer between Montana Avenue and the Annex parking lots. This median is undeveloped except for several pockets of plant landscaping.
- Multiple driveways connect the access road to the parking lots.
- There are landscaping areas (plants, rocks and gravel) within medians surrounding the existing parking lots.
- Two of the existing parking lots extend into the area and will need to be reconfigured.

Acquisition Timelines

- Purchase offer received January 3, 2024
 - County meeting with Sheriff's Office and Facilities Department, January 10, 2024
 - County on-call engineer cost-to-cure proposal, March 19, 2024
 - Revised Purchase offer received June 5, 2024
 - Possession & Use offer received July 15, 2024
 - Pre-final cost-to-cure report received July 19, 2024
 - Final cost-to-cure report August 14, 2024
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- P&D/Public Works are finalizing a final selling price and sale agreement and will be presenting that to the Court soon.

Possession & Use Agreement

- This agreement allows TxDOT to maintain forward momentum with the overall project
- TxDOT will obtain legal possession and use of the property; the County will retain ownership
- Allows the County and TxDOT to continue to negotiate compensation of the land and replacement costs of affected improvements
- This agreement does not prejudice subsequent negotiations or preclude County functional use at the present time
- TxDOT will pay the County \$25,000 for immediate possession and use.
- Specific coordination with the SO and Public Works will occur closer to physical improvements commencing
- TxDOT has not indicated a date for actual construction at this time