

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

**DEPARTMENT:** City Development Department

**AGENDA DATE:** Introduction: 04/22/14  
Public Hearing: 04/29/14

**CONTACT PERSON/PHONE:** Kimberly Forsyth, (915) 541-4668, [forsythkl@elpasotexas.gov](mailto:forsythkl@elpasotexas.gov)

**DISTRICT(S) AFFECTED:** 3

**SUBJECT:**

An Ordinance restating special privilege license granted to Texas Tech University Health Sciences Center at El Paso by Ordinance No. 017996 for the construction, maintenance, use, and repair of a surface parking lot, and to allow for overhead bird netting and drainage structures within portions of city right-of-way along Alberta Avenue beneath the Raynolds Street Overpass Bridge for a term of four years with an option to renew for one additional four year term and one additional two year term. (District 3)

**BACKGROUND / DISCUSSION:**

See attached.

**PRIOR COUNCIL ACTION:**

Approval of Special Privilege License on April 30, 2013

**AMOUNT AND SOURCE OF FUNDING:**

N/A

**BOARD / COMMISSION ACTION:**

The amendment and improvement plans were reviewed by members of the Development Coordinating Committee and approval is recommended.

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

**LEGAL:** (if required) N/A

**FINANCE:** (if required) N/A

**DEPARTMENT HEAD:** Mathew S. McElroy  
Director - City Development Department



**APPROVED FOR AGENDA:**

**CITY MANAGER:** \_\_\_\_\_ **DATE:** \_\_\_\_\_

*Dedicated to Outstanding Customer Service for a Better Community*

**SERVICE SOLUTIONS SUCCESS**

**City Development Department**



**DATE:** April 10, 2014

**TO:** The Honorable Mayor and City Council  
Joyce A. Wilson, City Manager

**FROM:** Kimberly Forsyth, Lead Planner *KLF*

**SUBJECT:** Texas Tech University Special Privilege License amendment

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On April 30, 2013, City Council granted a special privilege license to Texas Tech University Health Sciences Center (TTUHSC) for the construction, use, maintenance and repair of a surface parking lot within City right-of-way under the Reynolds Street overpass.

The applicant requests an amendment that will permit the TTUHSC to install bird netting beneath the bridge to keep bird droppings off the cars parked below, and drainage pipes to divert the runoff. The proposed improvements are considered incidental to the primary use of the parking lot. Plans for the bird netting and drainage pipes have been reviewed by members of the Development Coordinating Committee including City Development, El Paso Department of Transportation and City Engineering. The proposal was also reviewed by the Texas Department of Transportation.

There are no objections to the amendment, and no changes are proposed to the terms of the original agreement. The property is located within the Tax Increment Reinvestment Zone (TIRZ) Number 6.

**Mayor**  
Oscar Leoser

**City Council**

*District 1*  
Ann Morgan Lilly

*District 2*  
Larry Romero

*District 3*  
Emma Acosta

*District 4*  
Carl L. Robinson

*District 5*  
Dr. Michiel R. Noe

*District 6*  
Eddie Holguin Jr.

*District 7*  
Lily Limón

*District 8*  
Cortney C. Niland

**City Manager**  
Joyce A. Wilson

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

**AN ORDINANCE RESTATING SPECIAL PRIVILEGE LICENSE GRANTED TO TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER AT EL PASO BY ORDINANCE NO. 017996 FOR THE CONSTRUCTION, MAINTENANCE, USE, AND REPAIR OF A SURFACE PARKING LOT, AND TO ALLOW FOR OVERHEAD BIRD NETTING AND DRAINAGE STRUCTURES WITHIN PORTIONS OF CITY RIGHT-OF-WAY ALONG ALBERTA AVENUE BENEATH THE RAYNOLDS STREET OVERPASS BRIDGE FOR A TERM OF FOUR YEARS WITH AN OPTION TO RENEW FOR ONE ADDITIONAL FOUR YEAR TERM AND ONE ADDITIONAL TWO YEAR TERM.**

WHEREAS, on April 30, 2013, the City and Texas Tech University Health Sciences Center at El Paso entered into a Special Privilege License to allow for surface parking to be located along Alberta Avenue beneath the Raynolds Street overpass; and

WHEREAS, the parties desire to provide for additional improvements at the site to improve the usability of the licensed area, to include bird netting and drainage, which would include a slightly larger area of right of way use, and therefore wish to restate the Special Privilege License to include such bird netting and drainage.

**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") granted a Special Privilege License (hereinafter called "License") to Texas Tech Health Sciences Center at El Paso (hereinafter referred to as the "Grantee"), for the construction, future maintenance, use and repair of one (1) 21,607.81 square foot surface parking lot within portions of City rights-of-way along Alberta Avenue beneath the Raynolds Street overpass as shown in Exhibit "A," which is made a part hereof for all purposes (hereinafter referred to as "Parking Lot"), and hereby restates the License to include an overhead bird netting system with an area of 23,523.82 square feet with attached drainage pipes as further described in Exhibit "B" attached hereto and incorporated as if fully set forth herein. Such special privilege is effective as of April 30, 2013.

**SECTION 2. LICENSE AREA**

Aerial and surface rights are granted herein along portions of rights-of-way along Alberta Avenue beneath the Raynolds Street overpass, to construct and maintain the Parking Lot, which is more particularly described by metes and bounds in Exhibit "C," which is made a part hereof

for all purposes as well as the area encompassed by the bird netting as shown in Exhibit "B" (hereinafter collectively referred to as "License Area").

**SECTION 3. USE OF PROPERTY**

This License is granted solely for the encroachment onto City rights-of-way for the Parking Lot, and related improvements to include Bird Netting and Drainage (herein after collectively referred to as "the improvements"). Grantee agrees to restore the License Area to the reasonable satisfaction of the City, in accordance with applicable City specifications, which include restoration to allow for pedestrian 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 City rights-of-way in a clean and orderly condition at all times when not in use as a Parking Lot. The License Area may be fenced and may include lighting using the materials and methods approved in writing by the concurrence of City Development Department and the El Paso Fire Department.

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 as provided herein, Grantee shall not construct any additional improvements, or make any additions or alterations on, above, or below the City right-of-way, without prior written consent of the El Paso City Council.

**SECTION 4. REGULATION OF CONSTRUCTION**

The work done by Grantee in replacing, repairing, reconstructing, or maintaining the improvements shall be subject to and governed by all laws, rules and regulation of the City and State of Texas and the U.S. Government that are applicable. Work done in connection with the construction, repair and maintenance of the improvements is subject to the continuing police power of the City.

In the event that Grantee desires to reconstruct, repair, maintain, or replace the improvements 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 aerial and surface use of the License Area in accordance with

any lawful and reasonable direction given by or under the authority of the governing body of the City under the police and regulatory powers necessary to provide for public convenience.

Grantee covenants and agrees that Grantee shall, at Grantee's own expense, repair all water lines, storm and sanitary sewer lines, service lines and water meters owned by the City that Grantee, Grantee's employees, contractors, agents or assigns damage so that such repair of the water lines, storm and sanitary sewer lines and water meters shall comply with the approval of the City.

The City shall have the power at any time to order and require Grantee to remove and abate any portion of the License Area that is dangerous to life or property. Should Grantee, after notice, fail or refuse to comply within a reasonable time, the City shall have the power to remove or abate the same, at the expense of Grantee. In the event City removes or abates the License Area as provided herein, Grantee shall not be compensated for the loss of the License Area, or revenues associated with the area, nor shall the City be liable to the Grantee for any direct, indirect or consequential damages due to the removal or abatement of the License Area.

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

This Special Privilege shall be for a term of four (4) years from April 30, 2013, unless terminated earlier as provided herein. At the end of this term, the City shall have the unilateral authority to grant a renewal of this Special Privilege if such is requested as required herein for one (1) additional four (4) year term followed by one (1) additional two (2) year term, under the same terms and conditions of this License. The entire term of this License, including options for renewal shall not extend beyond ten (10) years. Grantee shall submit a request to exercise the options to renew to the City no later than three (3) months prior to the expiration date of this License. Should Grantee fail to submit such request for the renewal of this License to the City as herein required, the License shall expire upon the expiration date. Grantee understands, agrees, and accepts that the City may require the terms, conditions, and provisions of this License be modified as a condition for renewing the grant of the encroachment within the License Area as permitted by this License.

#### **SECTION 6. WORK DONE BY OTHERS**

Throughout the term of this License, the City expressly reserves the right to install, repair, or reconstruct the City right-of-way used or occupied by Grantee, any streets or alleys and all ancillary

public uses, usual and customary in connection with streets and alleys, expressly including but not limited to, drainage facilities and structures.

The City reserves the right, subject to further conditions described in this paragraph, to lay and permit to be laid, utility lines including, but not limited to, storm and sanitary sewer, gas, water, and other pipelines or cables, and to do and permit to be done, any underground and overhead installation or improvement that may be deemed necessary or proper by the governing body of the City in, across, along, over or under the License Area occupied by Grantee, and to change any curb or sidewalk or the street grade of any street. The City shall notify Grantee of work to be performed as herein described. The City shall not be liable to Grantee for any damage resulting there from, nor shall the City be liable to Grantee for any damages arising out of the performance of any work by the City, its contractors or subcontractors not willfully and unnecessarily occasioned; provided, however, nothing herein shall relieve any other persons or entities from liability for damage to the License Area. The City does not waive any limitations on liability pursuant to this Agreement and by federal and state law. Grantee may pursue any cause of action available to it by law not addressed in this Agreement. If the City requires Grantee to alter, change, adapt, remove, or relocate the Parking Lot 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 Parking Lot 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 until such other entity or person shall have undertaken with solvent bond, to reimburse Grantee for any loss and expense which will be caused by or arise out of such removal, alteration, change, adaptation or conformance of the Parking Lot; provided, however, the City shall not be responsible nor liable for such reimbursement.

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

The City reserves the right to use the surface, 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 that may be deemed necessary or proper by the City on, across, along, under or over said License Area occupied by Grantee provided such use does not interfere with Grantee's use of the License Area. Whenever by reason of said work in connection with said purposes it shall be deemed necessary by the City to alter, change, adapt, conform or relocate portions of the Parking Lot, such alteration or change or relocation shall be made by Grantee when ordered in writing by the City Manager or designee without any claim for reimbursement or damages against the City.

**SECTION 8. CONSIDERATION**

As consideration for this Special Privilege, Grantee shall pay to the City SEVEN HUNDRED EIGHT AND NO/100 DOLLARS (\$708.00) per year. Said \$708.00 reflects the balance of the annual fee (\$5,208.00) as calculated in accordance with Section 15.08.120.F.3 (Fees) minus the depreciated cost of improvements (\$4,500.00) per year. The El Paso City Council retains the right to increase or decrease the annual fee specified in this License. The City Council hereby waives the additional fee for the overhead encroachment of the bird netting pursuant to City Code Section 15.08.120(F)(5).

The City shall notify the Grantee of any proposed changes in fees as prescribed in Section 14 (Notice) of this License. This License is granted on the condition the Grantee pay for all costs associated with the Parking Lot, as well as all costs for the restoration of the License Area upon the termination of this License.

The first annual consideration shall be due and owing prior to the El Paso City Council approval of this 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 City Development 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.

### **8.1 Advance Payment Option:**

Grantee shall have the option of pre-paying the City the entire amount for initial four (4) year term of the License, prior to the execution of this License. The four (4) year amount is equal to TWO THOUSAND, SEVEN HUNDRED ELEVEN AND NO/100 DOLLARS (\$2,711.00). Said \$2,711.00 reflects the net present value (NPV) at a three percent (3%) discount rate of the balance of the annual fee (\$5,208.00) as calculated in accordance with Section 15.08.120.F.3 (Fees) minus the depreciated cost of improvements at a rate of \$4,500.00 per year for the initial four (4) year term of the License.

Upon exercising the first option to renew, Grantee shall pay to the City TWO THOUSAND, FOUR HUNDRED EIGHT AND NO/100 DOLLARS (\$2,408.00). Said \$2,408.00 reflects the net present value (NPV) at a three percent (3%) discount rate of the balance of the annual fee (\$5,208.00) as calculated in accordance with Section 15.08.120.F.3 (Fees) minus the depreciated cost of improvements at a rate of \$4,500.00 per year for the four (4) year option term of the License.

Upon exercising the second option to renew, Grantee shall pay to the City ONE THOUSAND, ONE HUNDRED TWO AND NO/100 DOLLARS (\$1,102.00). Said \$1,102.00 reflects the net present value (NPV) at a three percent (3%) discount rate of the balance of the annual fee (\$5,208.00) as calculated in accordance with Section 15.08.120.F.3 (Fees) minus the depreciated cost of improvements at a rate of \$4,500.00 per year for the final two (2) year option term of the License.

Should Grantee select the advance payment option, Grantee shall not be entitled to a refund of the consideration paid to the City in case of cancellation by the City and/or the Grantee prior to the expiration of each term.

Both the annual consideration and the advance payment shall be exclusive of and in addition to all general municipal taxes of whatever nature, including, but not limited to, ad valorem taxes, assessments for public improvements or any other assessments that Grantee is not exempt from as a state governmental entity, and 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 Parking Lot required by the City pursuant to this License.

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

**SECTION 9. INSURANCE**

Grantee shall submit to the City a sworn affidavit, in a form attached hereto and incorporated herein as Exhibit "D" and signed by a duly authorized representative identifying that Grantee is a public institution of higher education in the State of Texas, and its employees and property are subject to the Texas Tort Claims Act found in the Texas Civil Practices and Remedies Code, Title V, Governmental Liability. Grantee's liability is limited to the monetary amount prescribed under the Texas Tort Claims Act, and as may be amended. The affidavit is in a form prescribed by the City containing the provisions acceptable to the City. The affidavit shall contain an affirmative recital identifying that the Grantee shall meet, accept, perform and be bound by all the same obligations and requirements of any Grantee that is not self-insured, subject to the provisions of the Texas Tort Claims Act. This City may impose additional requirements upon Grantee in order to protect the public health, safety and welfare. Any additional requirements imposed by the City upon Grantee under this Section are subject to Grantee's status as a state entity under the Texas Tort Claims Act.

**SECTION 10. INDEMNITY**

The parties expressly agree that neither party shall have the right to seek indemnification from the other party for any losses, costs, expenses or damages directly or indirectly arising, in whole or part from this Agreement.

**SECTION 11. RIGHTS IN THE EVENT OF ABANDONMENT**

As an express condition of this License, and not as a mere covenant, in the event Grantee abandons the Parking Lot or a portion thereof or ceases to use the Parking Lot 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 Parking Lot, this License shall automatically terminate, free and clear of any right, title, or interest in Grantee without the necessity of any notice to Grantee or any re-entry by the City.

## **SECTION 12. CANCELLATION**

Grantee shall have the option to terminate this License at any time upon giving the City written notice thirty (30) days in advance of such termination. In addition, the City shall have the option to cancel and terminate this License for failure of Grantee to comply with any material provision or requirement contained in this agreement after thirty (30) days written notice to Grantee. However, if said breach or failure to comply cannot be reasonably cured within thirty (30) days, if Grantee shall proceed promptly to cure the same with due diligence, the time for curing such failure to comply shall be extended for such period of time as may be deemed reasonably necessary by the City to complete such curing unless such breach involves public safety.

The City shall have the option to terminate this License at any time upon giving the Grantee written notice thirty (30) days in advance of such termination, at no cost to the City and may take possession of the City right-of-way. All rights of the Grantee for the City right-of-way shall then be terminated. If the License is cancelled by the City, Grantee shall be entitled to a refund of the paid annual consideration for the months remaining in the License year (the twelve month period beginning on the effective date of this License). If this License is cancelled due to Grantee's failure to cure any default under this License, abandonment or cancellation by Grantee, Grantee shall not be entitled to a refund of consideration paid to the City.

Upon termination of this License, prior to the expiration of the original term for any reason, Grantee shall remove Grantee's Parking Lot 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 13. RECORDS**

The El Paso City Council and the El Paso City Manager or designee shall be kept fully informed by Grantee as to matters pertaining in any way to Grantee's exercise of Grantee's rights under this License, including the construction, replacement, reconstruction, maintenance, and repair of the Parking Lot within the License Area. Obtaining all applicable City permits shall be deemed

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

**SECTION 14. NOTICE**

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

CITY: City of El Paso  
Attn: City Manager  
P.O. Box 1890  
El Paso, Texas 79950-1890

with copy to: City of El Paso  
ATTN: City Development Department  
P.O. Box 1890  
El Paso, Texas 79950-1890

with copy to: City of El Paso  
ATTN: Financial Services Department –  
Financial Accounting & Reporting  
P.O. Box 1890  
El Paso, Texas 79950-1890

GRANTEE: Texas Tech University Health Sciences Center at El Paso  
Contracting Office  
3601 4<sup>th</sup> St STOP 6217  
Lubbock, Texas 79430-6217

with copy to: Texas Tech University Health Sciences Center at El Paso  
Facilities and Maintenance  
ATTN: Leopoldo R. Pereyra  
4800 Alberta Avenue  
El Paso, Texas 79905

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

**SECTION 15. ASSIGNMENT**

The rights granted by this License inure to the benefit of the Grantee, and any parent, subsidiary, or successor entity now or hereafter existing. The rights shall not be assignable without the express advanced written consent of the El Paso City Manager.

**SECTION 16. LEASING OR DEDICATION OF FACILITIES**

Grantee, without the advanced written consent of the El Paso City Manager or designee, shall not lease the License Area to any other person or entity.

**SECTION 17. ADMINISTRATION OF LICENSE**

The El Paso City Manager or designee is the principal City official responsible for the administration of this License. Grantee recognizes that questions regarding the interpretation or application of this License shall be referred to the El Paso City Manager or designee.

**SECTION 18. NO PROPERTY RIGHTS**

Nothing herein shall grant any real property interest to the Grantee nor give rise to any vested right in the Grantee, Grantee's assigns or successors in interest, none of whom shall have a cause of action for damages upon revocation or termination of this License in accordance with the terms herein.

**SECTION 19. LIENS AND ENCUMBRANCES**

To the extent allowed by State law and the Texas Constitution, Grantee shall defend and indemnify the City against any liability and loss of any type arising from any lien or encumbrance on the License Area that arises or is alleged to have arisen from Grantee's use of the Licensed Area.

**SECTION 20. RIGHT OF ENTRY AND INSPECTION**

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

**SECTION 21. LAWS AND ORDINANCES**

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

**SECTION 22. ENTIRE AGREEMENT**

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

**SECTION 23. SEVERABILITY**

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

**SECTION 24. LAWS GOVERNING/VENUE**

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

**SECTION 25. RESTRICTIONS AND RESERVATIONS**

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

**SECTION 26. EFFECTIVE DATE**

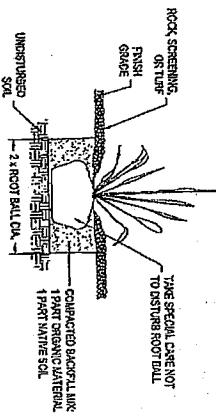
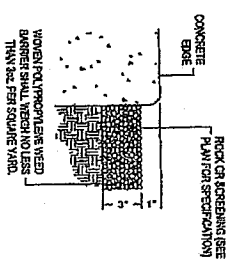
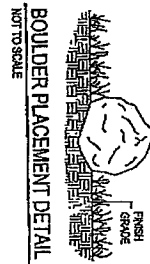
The effective date of this License shall be the date last entered below. This License shall not take effect unless Grantee files Grantee's written acceptance with the City prior to the enactment of this License by the El Paso City Council.

**PASSED AND APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 2014.



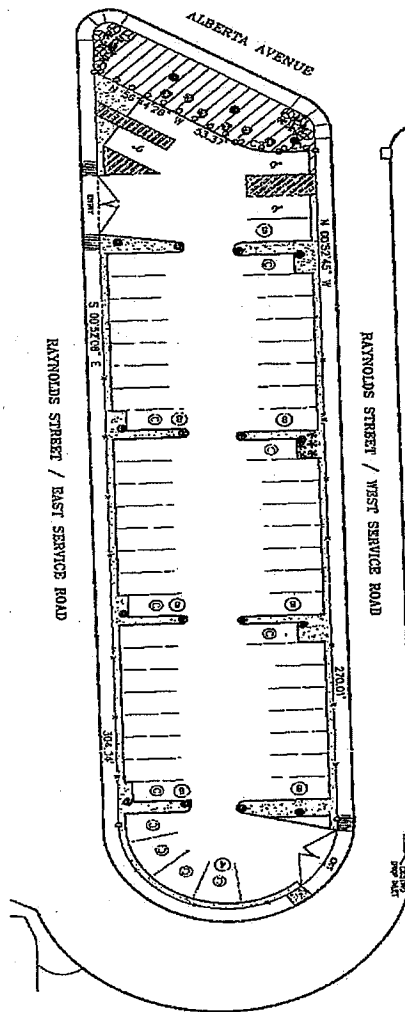
EXHIBIT "A"

NOTE: ALL BOULDERS TO BE  
SHOWN IN WEST POINT



SHRUB PLANTING DETAIL  
NOT TO SCALE

ROCK SCREENING DETAIL  
NOT TO SCALE



LANDSCAPE PLAN



LANDSCAPE LEGEND

SYMBOL	COMMON NAME	EQUIVAL VALUE	QTY
5' BALL ON BEHOLD	10' HEIGHT LANDQUIL UNLESS OTHERWISE INDICATED		
2	90FT LEAF YUCCA	YUCCA THORN/SCONDAVA	15
1	15' TALL SHRUB - GROUND COVER	HEDEBA HELIX	14
0	ENGLISH IVY	ROCKWORTH OFF PROSIT PARK	8
0	TRAILING ROSEMARY		
TUBS, GRASSES & MATS			
3	3 1/2" DESERT TAN ROCK 3" DEPTH VERTICIT PROS BURNER		2,432
4	4 1/2" BOULDER - NEW LOCATION - BERRY AT WEST POINT REPLACES SURROUNDING LANDSCAPE WHICH IS NECESSARY		8
4			8

LANDSCAPE NOTES

- ALL UTILITY EXISTENCES SHALL BE MARKED PRIOR TO EXCAVATION AND PARTICULAR ATTENTION PAID TO TREE PLACEMENT WITHIN AND THROUGHOUT SITE.
- THESE SHALL BE NO OTHER BEING BETWEEN THESE ROCK TYPES.
- CONTRACTOR SHALL REMOVE ROCK BATTERIES AND OTHER APPROVAL FROM OWNER PRIOR TO FINAL DELIVERY OF ROCK SCREENING AND OTHER APPROVAL FROM OWNER AREAS EXCEED 4' 12" IN CONTRACTOR TO OBTAIN APPROVAL OF LANDSCAPE DESIGNER PRIOR TO FINAL INSTALLATION.
- ALL TREES SHALL BE SINGLED AND SET TRUNK, UNLESS INDICATED OTHERWISE.

SITE OBSERVATION SCHEDULE

- CONTRACTOR SHALL CONTACT DESIGN ELEMENTS FOR INSPECTION ON THE FOLLOWING DATES:
- PLANT PLACEMENT PRIOR TO INSTALLATION.

EXHIBIT "B"

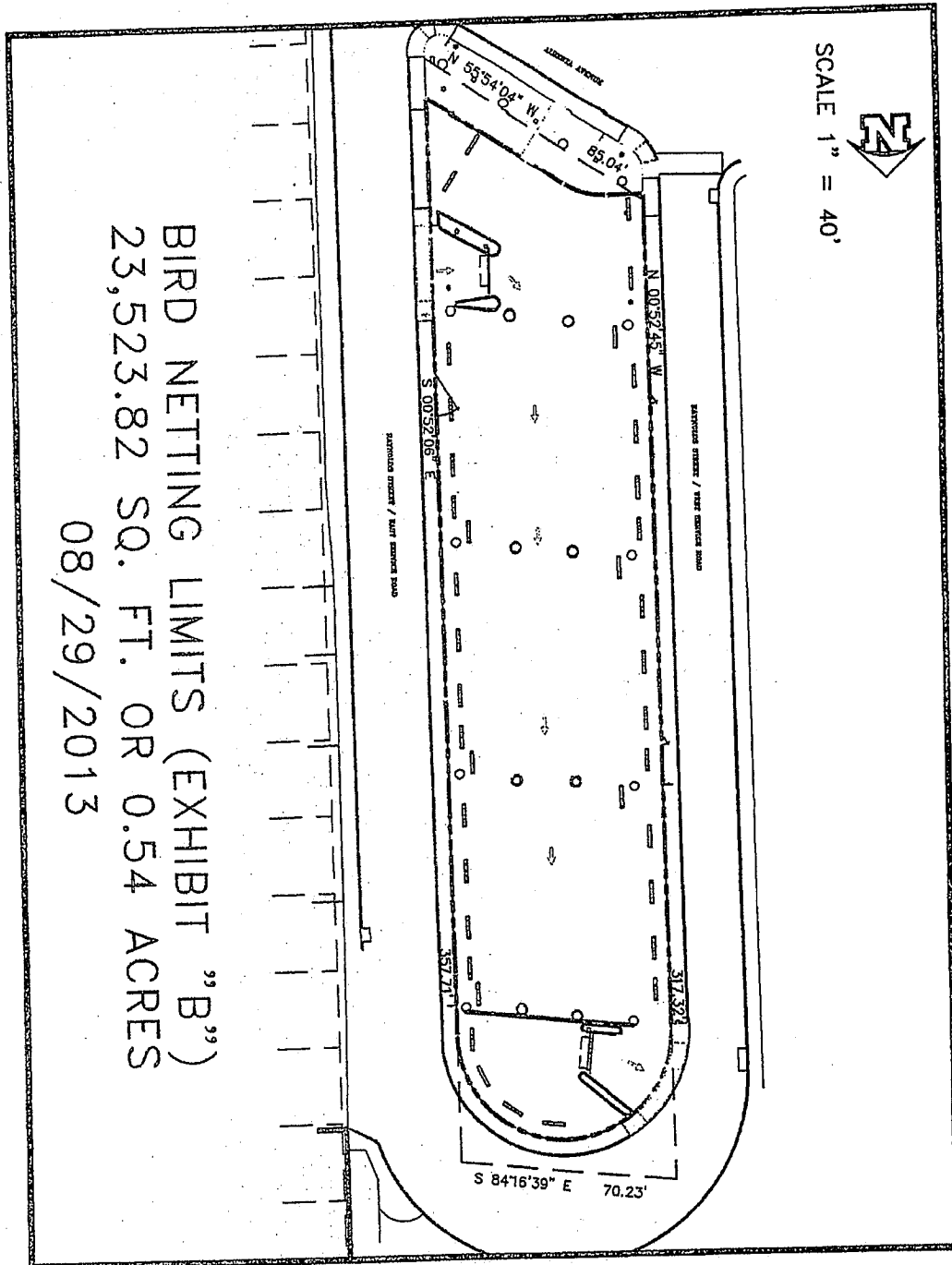


EXHIBIT "B"

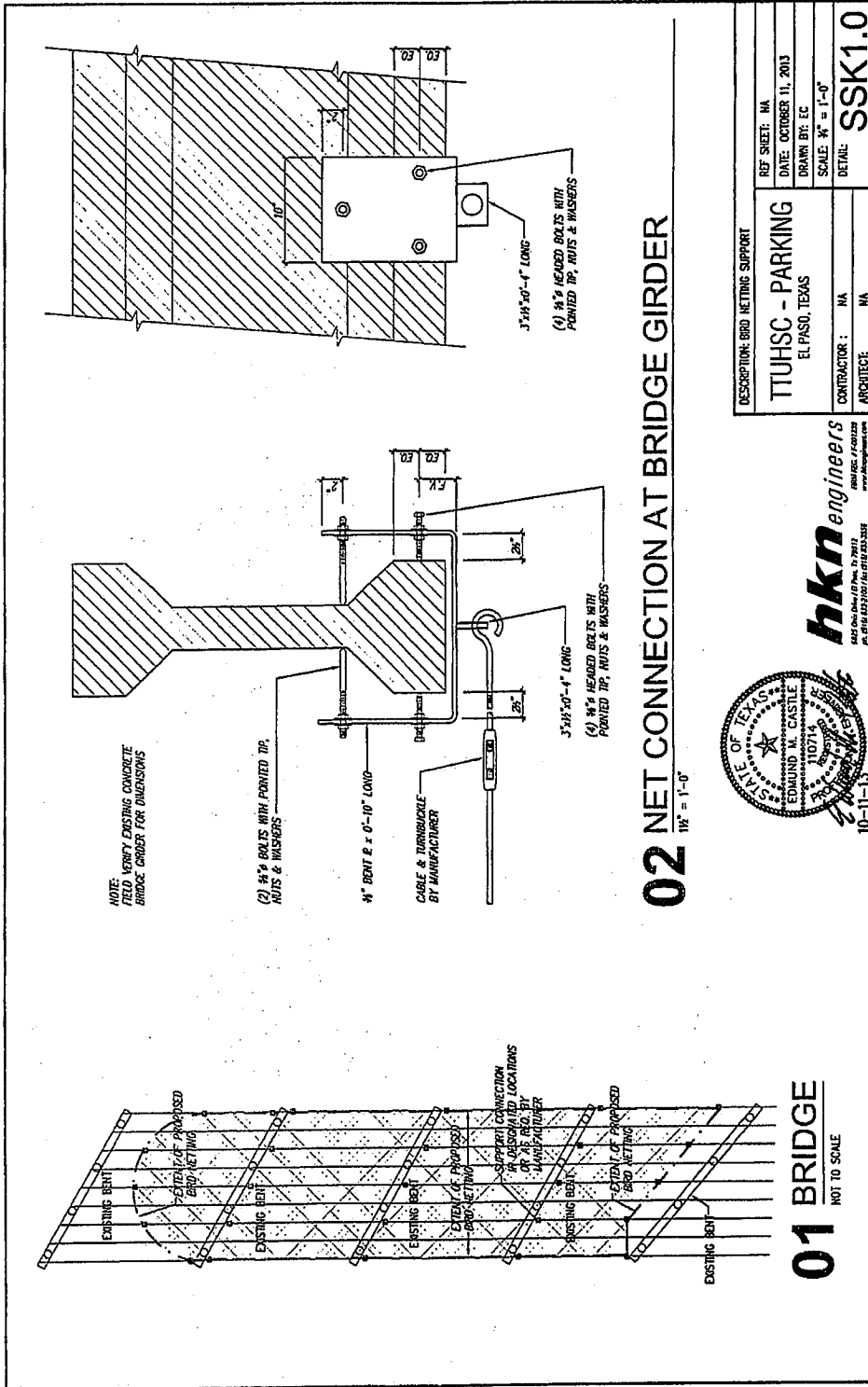


EXHIBIT  
B Page 2



EXHIBIT "C"

Prepared For: Texas Tech University Health Sciences Center  
Being a portion of the Reynolds Street Right-Of-Way,  
City of El Paso, El Paso County, Texas  
October 16, 2012  
W.O. 081412-4

METES AND BOUNDS DESCRIPTION  
(Lease Boundary for Parking under the Reynolds Street overpass)

Description of a 0.4960 acre parcel of land Being a portion of the Reynolds Street Right-of-Way, City of El Paso, El Paso, County, Texas and being more particularly described by metes and bounds as follows to wit:

Starting at an existing city monument located along Alameda Avenue and the extension of the Easterly right-of-way line of Concepcion Avenue, Thence North 22°32'08" West a distance of 1048.25 feet to a point lying along the westerly line of the Reynolds Street / East Service Road; said point also being the "True point of Beginning";

Thence North 56°44'28" West a distance of 53.37 feet to a point;

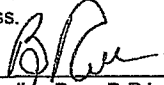
Thence along said right-of-way line along a arc of a curve to the left a distance of 14.70 feet, whose radius is 24.67 feet, whose central angle is 34°07' 49" and whose chord bears North 73°48' 23" West a distance of 14.48 feet to a point;

Thence South 89°11'07" West along the said easterly line a distance of 11.68 feet to a point, said point lying along the easterly line of the Reynolds Street / West Service Road;

Thence North 00°52'45" West along the easterly line of the Reynolds Street / West Service Road a distance of 270.01 feet to a point;

Thence along said right-of-way line along a arc of a curve to the right a distance of 109.76 feet, whose radius is 34.88 feet, whose central angle is 180°17' 32" and whose chord bears North 89°16' 01" East a distance of 69.76 feet to a point, said point lying along the westerly line of the Reynolds Street / East Service Road;

Thence South 00°52'06" East a distance of 304.04 feet back to the "TRUE POINT OF BEGINNING" and said parcel contains 21,607.81 square feet or 0.4960 acres of land more or less.

  
Bradley Roe, R.P.L.S.  
Roe Engineering, L.C.



FILE: parking lease.wpd



STATE OF TEXAS )  
 )  
COUNTY OF EL PASO )

**AFFIDAVIT**

BEFORE ME, the undersigned authority, on this day personally appeared Elmo Cavin, Executive Vice President, who, being by my duly sworn, stated under oath as follows:

“Texas Tech Health Sciences Center at El Paso has submitted an application to request permission from the City of El Paso to encroach onto portions of public rights-of-way with a surface parking lot on portions of right-of-way on Alberta Avenue beneath the Reynolds Street overpass; and

Texas Tech University Health Sciences Center at El Paso affirms they are a public institution of higher education in the State of Texas, and that its employees and property are subject to the Texas Tort Claims Act found in the Texas Civil Practices and Remedies Code, Title V, Governmental Liability. The liability of Texas Tech Health Sciences Center at El Paso is limited to the monetary amount prescribed under the Texas Tort Claims Act, and as may be amended.

In order to receive approval of their application, Texas Tech University Health Sciences Center at El Paso agrees they shall meet, accept, perform and be bound by all the same obligations and requirements of any applicant who is not self-insured, subject to the provisions of the Texas Tort Claims Act”

Texas Tech University Health Sciences Center at El Paso

BY: Elmo M Cavin

Elmo Cavin  
Executive Vice President

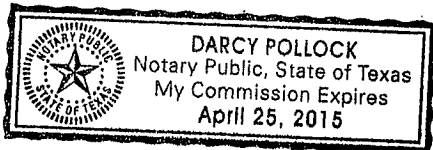
**ACKNOWLEDGEMENT**

STATE OF TEXAS )  
 )  
COUNTY OF ~~EL PASO~~ <sup>LUBBOCK</sup> )

This instrument is acknowledged before me on this 31<sup>st</sup> day of March, 2014, by Elmo Cavin, Executive Vice President, on behalf of Texas Tech University Health Sciences Center at El Paso.

Darcy Pollock  
Notary Public, State of Texas

April 25, 2015  
My Commission Expires



**EXHIBIT "D"**

# Roe Engineering, L.C.

Civil Engineering • Land Development • Planning • Surveying

August 30, 2013

Kimberly Forsyth  
Senior Planner Development Svcs.  
222 S. Campbell, Tillman Building  
El Paso, Texas 79901

Re: Raynolds Parking Lot - Ordinance No. 017996

Dear Ms. Forsyth:

Pursuant to our meeting reference the above, we represent Texas Tech University Health Sciences Center and are requesting an amendment to Ordinance No. 017996 (see attached)


The extended integral usage of the surface leasable limits is the bird netting underneath the bridge. This will prevent pigeons from roosting on top of the existing concrete beams and supports and eliminate bird droppings to the parked vehicles. The limits of the bird netting application is shown on attached Exhibit "B" comprising of around 23,523.82 sq. ft.

Attached is a memo prepared by HKN Engineers of their analysis and recommendations for installing the bird netting.

There are four bridge surface drains on the outer edge that allow runoff to the parking lot area below. We also request to install 4" diameter pvc schedule 40 drain pipes to divert runoff underneath existing concrete deck and convey runoff through piping down to the paved parking lot area below. Metal straps will anchor 4" diameter pvc drains to system for bird netting.

We respectfully request that this amendment be processed and approved administratively to expedite the process.

If you should have any question or concerns please feel free to call our office or email us.

  
Bradley Roe, P.E., R.P.L.S.