

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

AGENDA DATE: November 23, 2021
PUBLIC HEARING DATE: December 7, 2021

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

DISTRICT(S) AFFECTED: District 3

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

SUBGOAL: 3.2 Set one standard for infrastructure across the city

SUBJECT:

An Ordinance renewing and extending the Special Privilege License granted to Western Refining Company LLC (F/KA Western Refining Company L.P) by Ordinance No. 16272 to encroach onto portions of City Rights-of-Way within Trowbridge Drive, Marathon Street and North Loop Drive; and an Ordinance granting a Special Privilege to Western Refining Company LLC to permit the construction and installation, maintenance and operation of various multi-product pipelines and utility lines along portions of City Right-of-Way at Trowbridge Drive, Marathon Street and to allow the construction and encroachment of an overhead bridge across a portion of public right-of-way along Trowbridge Drive for a term of fifteen years with one (1) renewable fifteen year term.

Subject Property: 6500 Trowbridge
Applicant: Western Refining Company LLC, NESV2020-00003

BACKGROUND / DISCUSSION:

The renewal request will allow for continued use, maintenance, and repair of various multi-product pipelines and utility lines along portions of City right-of-way at Trowbridge Drive and Marathon Drive (formerly Texaco Road), and to allow the existing encroachment of an overheard bridge across Trowbridge Drive. The pipelines provide piping and conduit interconnection within the refining facilities to the north and south sides of Trowbridge Drive and between the east and west sides of Marathon Drive. The overheard bridge is used to convey the lines and to provide employees pedestrian access to the north and south sides of refining facility.

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 Etiwe

ORDINANCE NO. _____

AN ORDINANCE RENEWING AND EXTENDING THE SPECIAL PRIVILEGE LICENSE GRANTED TO WESTERN REFINING COMPANY LLC (F/KA WESTERN REFINING COMPANY, L.P.) BY ORDINANCE NO. 16272 TO ENCROACH ONTO PORTIONS OF CITY RIGHTS-OF-WAY WITHIN TROWBRIDGE DRIVE, MARATHON STREET AND NORTH LOOP DRIVE; AND AN ORDINANCE GRANTING A SPECIAL PRIVILEGE TO WESTERN REFINING COMPANY LLC TO PERMIT THE CONSTRUCTION AND INSTALLATION, MAINTENANCE AND OPERATION OF VARIOUS MULTI-PRODUCT PIPELINES AND UTILITY LINES ALONG PORTIONS OF CITY RIGHT-OF-WAY AT TROWBRIDGE DRIVE, MARATHON STREET AND TO ALLOW THE CONSTRUCTION AND ENCROACHMENT OF AN OVERHEAD BRIDGE ACROSS A PORTION OF PUBLIC RIGHT-OF-WAY ALONG TROWBRIDGE DRIVE FOR A TERM OF FIFTEEN YEARS WITH ONE (1) RENEWABLE FIFTEEN YEAR TERM.

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

SPECIAL PRIVILEGE LICENSE

SECTION 1. DESCRIPTION

This is a renewal of the special privilege granted by The City of El Paso (hereinafter called “City”), to Western Refining Company LLC (f/k/a Western Refining Company, L.P.) (hereinafter referred to as “Grantee”) by ordinance 16272 on January 1, 2006 for a term of fifteen years. The existing pipelines, utility lines and overheard bridge installed by the Grantee under the original special privilege under this ordinance are subject to the terms and conditions herein (“**2021 Special Privilege License**”).

The City of El Paso hereby grants this 2021 Special Privilege License to install, construct, replace, repair, reconstruct, and maintain forty-two (42) pipelines and other utility, communication or refinery-related lines, ducts and cable not to exceed sixty (60) (collectively “**Lines**”) upon, beneath, above, across and along portions of Trowbridge Drive, Marathon Street and North Loop Drive for the purpose of providing piping and conduit interconnection within the refining facilities to the north and south sides of Trowbridge Drive and between the east and west sides of Marathon Street; and request to construct an Overhead Bridge across a portion of Trowbridge Drive to be used to convey the Lines and to provide employees pedestrian access to the north and south sides of the refining facility (“**Overhead Bridge**”) as depicted in **Exhibit “A”** attached hereto and which is made a part hereof for all purposes. Additional lines not to exceed sixty (60) may be added by the written request of the Grantee to the City.

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SECTION 2. LICENSE AREA

The uses granted herein extends beneath, across and along portions of Trowbridge Drive, Marathon Street and North Loop Drive adjacent to the property more particularly known as 6500 Trowbridge Drive, City of El Paso, El Paso County, Texas which is more particularly shown in **Exhibit “B”** and **Exhibit “C”**, each of which are made a part hereof for all purposes (hereinafter referred to as “**License Area**”).

SECTION 3. USE OF RIGHT-OF-WAY

This 2021 Special Privilege License is granted solely for the encroachment onto City rights-of-way for the pipelines, utility lines, Overhead Bridge and Lines. Any use of the License Area other than in connection with the maintenance, use and repair of the pipelines, utility lines, Overhead Bridge and Lines is not authorized by this 2021 Special Privilege License. The pipelines which are part of the Lines shall be limited to the purpose of transporting, delivering and selling petroleum hydrocarbons (the primary constituents in oil, gasoline, diesel, and a variety of solvents and penetrating oils) drinking water, waste water, well water, air steam, electricity, nitrogen, hydrogen, refinery fuel gas, natural gas, amine streams, liquid petroleum gas (LPG) and sulfuric acid through the City of El Paso to the points beyond the City limits, unless otherwise agreed to by the parties hereto. The size of each Line within the City right-of-way is limited to between six (6) inches and forty-eight (48) inches in size. No other substances shall be transported, delivered or sold through the pipelines which are part of the Lines and periodic inspections or testing by the City shall be permitted at any time reasonable requested by the City in order to ensure compliance with this provision. Nothing herein shall grant any real property interest to the Grantee nor give rise to any vested right in the Grantee, their assigns or successors in interest.

This 2021 Special Privilege License shall not be construed to waive any City permit requirements. Grantee shall be responsible for all construction, installation, maintenance, use and repair of the pipelines, utility lines, Overhead Bridge, Lines and the right of way.

This 2021 Special Privilege 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.

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SECTION 4. REGULATION OF CONSTRUCTION

The work done by Grantee in construction, installation, maintenance, use and repair of the pipelines utility lines, Overhead Bridge and Lines shall be subject to and governed by all laws, rules and regulation of the City and State of Texas, Federal Communications Commission, and the U.S. Government that are applicable to the construction of the pipelines, utility lines, Overhead Bridge and Lines. Work done in connection with the construction, installation, maintenance use and repair of such facilities is subject to the continuing police power of the City.

In the event that Grantee desires to reconstruct, repair, maintain, or replace the Lines built hereunder, Grantee shall obtain all applicable permits required by the City. Grantee shall maintain leak detection systems for the Lines that will detect the release of any petroleum hydrocarbons throughout the term of this 2021 Special Privilege License.

In addition, and as an express condition, Grantee shall install and routinely maintain activated valves on the supply side of the pipeline constituting one of the Lines carrying flammable gas. 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 any water lines, storm and sanitary sewer lines, service lines and water meters owned by the City in the License Area that are damaged as a result of this 2021 Special Privilege License so that such repair of the water lines, storm and sanitary sewer lines and water meters shall comply with the approval of the City.

Grantee shall submit a copy of its Emergency Response Team Plan, and any modifications to the Office of Emergency Management upon execution of this 2021 Special Privilege License. If a leak in any pipeline that constitutes one of the Lines is detected, the flow in such pipeline will be stopped immediately upon detection of such leak and immediate notice shall be given to the Office of Emergency Management and the City Engineer. Grantee shall provide details of the proposed repair work and the traffic control plan. If it is necessary to excavate the Public Right of Way to repair such pipeline, the pipeline shall be emptied before repair is begun. Grantee shall use due care and all proper

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safeguards to prevent pollution in the License Area. In the event of a leak in the License Area, Grantee shall use all reasonable means to mitigate environmental impact, and shall repair all damage to public and private property. In the event of a spill or rupture in a Line in the License Area, all impacted properties must be cleaned in accordance with applicable local, state, and federal regulations before Grantee is allowed to continue transporting petroleum hydrocarbons through the repaired pipeline or within a specified time period to be determined by the City Engineer with Grantee based upon the severity and extent of the spill.

SECTION 5. TERM

This is the renewal of the special privilege license granted on January 31, 2006, and is the single additional fifteen-year term, and shall be effective from the date hereof, unless terminated earlier as provided herein.

SECTION 6. WORK DONE BY OTHERS

Throughout the term of this 2021 Special Privilege License, the City expressly reserves the right to install, repair, or reconstruct improvements in 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. If the City requires Grantee to alter, change, adapt, remove, or relocate the pipelines, utility lines, Overhead Bridge or Lines 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

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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 pipelines, utility lines, Overhead Bridge or Lines, 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 that will be caused by or arise out of such removal, alteration, change, adaptation or conformance of the pipelines, utility lines, Overhead Bridge or Lines; 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 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 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 pipelines, utility lines, Overhead Bridge, or Lines, 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 2021 Special Privilege License, Grantee shall pay to the City a flat rate of THREE THOUSAND SEVEN HUNDRED TEN AND NO/100 DOLLARS (\$3,710) plus TWO HUNDRED TWENTY AND NO/100 DOLLARS per pipeline/utility line, for the initial forty-two (42) lines per year; and FIVE HUNDRED THIRTY AND NO/100 DOLLARS (\$530.00) for the Overhead Bridge for a total sum of THIRTEEN THOUSAND TWO HUNDRED SIXTY AND NO/100 DOLLARS (\$13,260.00) per year. The annual fee shall remain the same for a period of one year from the date of execution of this 2021 Special Privilege License by the El Paso City Council and shall be subject to change after each one year period this 2021 Special Privilege License remains in effect. The El Paso City Council retains the right to increase or decrease the annual fee specified in this 2021 Special Privilege License.

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The City shall notify the Grantee of any proposed changes in fees as prescribed in Section 14 (Notice) of this 2021 Special Privilege License. This 2021 Special Privilege License is granted on the condition the Grantee pay for all costs associated with the pipeline, utility lines, Overhead Bridge and Lines, as well as all costs for the restoration of the License Area upon the termination of the 2021 Special Privilege License.

The first annual consideration shall be due and owing prior to the El Paso City Council approval of this 2021 Special Privilege 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 this 2021 Special Privilege License 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 2021 Special Privilege 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 this 2021 Special Privilege License, prior to the execution of this 2021 Special Privilege License. The fifteen (15) year amount is equal to ONE HUNDRED SIXTY-THREE THOUSAND FORTY-FIVE AND 93/100 DOLLARS (\$163,045.93). Said \$163,045.93 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 this 2021 Special Privilege License. Should Grantee select the advance payment option, Grantee shall not be entitled to a refund of the consideration paid to the City in case of cancellation by the City and/or the Grantee prior to the expiration of the 15-year term.

Both the annual consideration and the advance payment shall be exclusive of and in addition to all general municipal taxes of whatever nature, including, but not limited to, ad valorem taxes, assessments for public improvements or any other assessments that may be enacted during the term of this 2021 Special Privilege License or any renewal, except hereinafter provided. The fee established in this section shall not be affected by any relocation of Grantee's pipelines, utility lines, Overhead Bridge or Lines required by the City pursuant to this 2021 Special Privilege 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 regulations.

SECTION 9. INSURANCE

At all times during the term of this 2021 Special Privilege License, Grantee shall provide the City with a certificate of insurance and shall maintain such insurance in full effect as herein described. Grantee may elect, at its sole option to self-insure the insurance requirements required by this 2021 Special Privilege License. Failure to maintain insurance or to provide evidence of self-insurance for the insurance requirements required by this 2021 Special Privilege License shall be a material breach of this 2021 Special Privilege License and a basis for termination of this 2021 Special Privilege License by the City.

Subject to Grantee's right to self-insure, Grantee shall obtain and provide a general liability policy with a one million-dollar (\$1,000,000.00) limit, per occurrence, for personal injury, death, and property damage, with a minimum one million dollar (\$1,000,000.00) general aggregate limit. These amounts are not a limitation upon the Grantee's agreement to indemnify and hold the City harmless.

Subject to Grantee's right to self-insure, Grantee shall procure said insurance with a solvent insurance company authorized to do business in Texas. Such policy or certificate shall provide that the insurance cannot be canceled, modified or the amount of coverage changed without thirty (30) days prior written notice to the City through both the Planning and Inspections Department and the Financial Services Department, or ten (10) days prior written notice to the City through the Planning and Inspections Department and the Financial Services Department for cancellation based on non-payment of insurance premiums. Grantee shall file a copy of the policy or certificate of insurance with Financial Services Department and the Planning and Inspection Department. Subject to Grantee's right to self-insure, if the policy is not kept in full force and effect throughout the term of this 2021 Special Privilege License, this 2021 Special Privilege License shall automatically become void.

SECTION 10. INDEMNITY

AS A CONDITION OF THIS LICENSE, GRANTEE SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS THE CITY, ITS OFFICERS, AGENTS, SERVANTS AND

EMPLOYEES FROM AND AGAINST ANY AND ALL COSTS, CLAIMS, LIENS, DAMAGES, LOSSES, EXPENSES (INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES AND COSTS), FEES, FINES, PENALTIES, PROCEEDINGS, DEMANDS, CAUSES OF ACTION, LIABILITY AND SUITS OF ANY KIND AND NATURE, INCLUDING BUT NOT LIMITED TO, PERSONAL INJURY OR DEATH OR PROPERTY DAMAGE, ARISING OUT OF, RESULTING FROM OR RELATED TO THE GRANTEE'S ACTIVITIES UNDER THIS LICENSE, INCLUDING ANY ACT OR OMISSION BY THE GRANTEE, THE GRANTEE'S AGENTS, EMPLOYEES OR SUBCONTRACTORS, ALL, WITHOUT, HOWEVER, WAIVING GOVERNMENTAL IMMUNITY AVAILABLE TO THE CITY, HEREAFTER, THE "DAMAGES". THIS INDEMNIFICATION SHALL APPLY EVEN WHERE SUCH DAMAGES DESCRIBED ABOVE INVOLVE THE NEGLIGENCE OR ALLEGATIONS OF NEGLIGENCE ON THE PART OF THE CITY, ITS OFFICERS, AGENTS OR EMPLOYEES.

The provisions of this indemnification are solely for the benefit of the parties hereto and not intended to create or grant any rights, contractual or otherwise, to any person or entity. Without modifying the conditions of preserving, asserting, or enforcing any legal liability against the City as required by the City Charter or any law, the City will promptly forward to the Grantee every demand, notice, summons, or other process received by the City in any claim or legal proceeding contemplated herein. Grantee shall investigate or cause the investigation of accidents or occurrences involving such damages, negotiate or cause to be negotiated the claim as the Grantee may deem expedient.

The City, at its election, will have the right to participate in any such negotiations or legal proceedings to the extent of its interest. In addition, the Grantee shall promptly advise the City in writing of any claim or demand against the City or the Grantee known to the Grantee related to or arising out of the Grantee's activities under this 2021 Special Privilege License.

SECTION 11. RIGHTS IN THE EVENT OF ABANDONMENT

As an express condition of this 2021 Special Privilege License, and not as a mere covenant, in the event Grantee abandons the pipelines, utility lines or Lines or ceases to use the pipelines, utility lines, Overhead Bridge or Lines 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 2021 Special Privilege License

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and the completion of construction of the pipelines, utility lines, Overhead Bridge or Lines, this 2021 Special Privilege 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. For clarity, this automatic right to terminate shall not apply in the event Grantee discontinues use of a pipeline, utility line or one of the pipelines constituting the Lines.

SECTION 12. CANCELLATION

Grantee shall have the option to terminate this 2021 Special Privilege 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 2021 Special Privilege 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.

Upon termination of this 2021 Special Privilege License, prior to the expiration of the original term for any reason, Grantee shall remove Grantee's pipelines, utility lines, Overhead Bridge and Lines 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 2021 Special Privilege License, including the construction, installation, replacement, reconstruction, maintenance, and repair of the pipelines, utility lines, Overhead Bridge and Lines 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 License Area. The City shall have the right, at reasonable times to inspect such maps, construction drawings, and specifications.

SECTION 14. NOTICE

Except as otherwise indicated herein and until otherwise specified, any notice or communication required in the administration of this 2021 Special Privilege License will be addressed as follows:

- CITY: City of El Paso
Attn: City Manager
300 N. Campbell
El Paso, Texas 79901

- with copy to: City of El Paso
ATTN: Planning and Inspections Department
811 Texas Avenue
El Paso, Texas 79901

- with copy to: City of El Paso
ATTN: Financial Services Department –
Financial Accounting & Reporting
300 N. Campbell
El Paso, Texas 79901

- GRANTEE: Western Refining Company LLC
539 South Main Street
Findlay, OH 45840
Attn: Manager, Title and Contract

- with a copy to: Western Refining Company LLC
212 N. Clark
El Paso, Texas 79901
Attn: Manager, State Government Affairs

For all notices of disputes under this 2021 Special Privileged License, notices to Grantee will be addressed as follows:

Western Refining Company LLC
539 South Main Street
Findlay, OH 45840
Attention: General Counsel

Either Grantee or the City may change its address for notice by notice to the other party in the manner set forth above. Any notice required or permitted hereunder will be deemed given (a) 3 days after being deposited in the U.S. Mail as registered or certified mail, return receipt requested, postage prepaid, (b) when received if delivered by recognized commercial courier or next business day delivery and addressed to the party to whom the notice is being given at the address set forth above for such party, and (c) if delivered by email, when a delivery receipt is received by the sending party.

SECTION 15. ASSIGNMENT

The rights granted by this 2021 Special Privilege 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. Any attempt to assign the rights or obligations contained herein without the prior written consent of the City Manager shall be void and shall be an event of breach for which the City may seek termination of this 2021 Special Privilege License.

SECTION 16. LEASING OR DEDICATION OF FACILITIES

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

SECTION 17. ADMINISTRATION OF LICENSE

The El Paso City Manager or designee is the principal City official responsible for the administration of this 2021 Special Privilege License. Grantee recognizes that questions regarding the interpretation or application of this 2021 Special Privilege 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.

SECTION 19. LIENS AND ENCUMBRANCES

Grantee shall defend and indemnify the City against any liability and loss of any type arising from any lien or encumbrance on the License Area that arises or is alleged to have arisen from Grantee's use of the Licensed Area.

SECTION 20. RIGHT OF ENTRY AND INSPECTION

The City's authorized representative shall have the right to enter upon the License Area at all reasonable times for the purpose of inspecting the same and determining compliance with the terms of this 2021 Special Privilege 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 2021 Special Privilege 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 2021 Special Privilege License.

SECTION 24. LAWS GOVERNING/VENUE

The laws of the State of Texas shall govern the validity, performances, and enforcement of this 2021 Special Privilege 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 2021 Special Privilege 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 2021 Special Privilege 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 2021 Special Privilege License upon giving the City prior written notice of its intent to do so.

SECTION 26. EFFECTIVE DATE

The effective date of this 2021 Special Privilege License shall be the date last entered below. This 2021 Special Privilege License shall not take effect unless Grantee files Grantee’s written acceptance with the City prior to the enactment of this 2021 Special Privilege License by the El Paso City Council.

PASSED AND APPROVED this ____ day of _____, 2021.

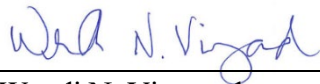
THE CITY OF EL PASO:

Oscar Leeser
Mayor

ATTEST:

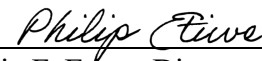
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Wendi N. Vineyard
Assistant City Attorney

APPROVED AS TO CONTENT:

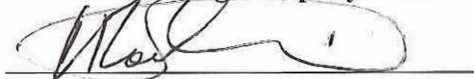


Philip F. Etiwe, Director
Planning and Inspections Department

ACCEPTANCE

The above instrument, with all conditions thereof, is hereby accepted this 19th day of October, 2021.

GRANTEE:
Western Refining Company LLC

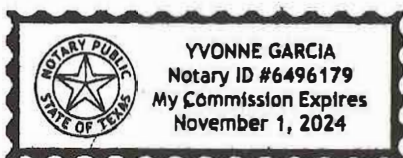



By: C. PATSATZOS

ACKNOWLEDGMENT

THE STATE OF TEXAS §
 §
COUNTY OF EL PASO §

This instrument is acknowledged before me on this 19th day of October, 2021, by Yvonne Garcia, as Grantee.





Notary Public, State of Texas
November 1, 2024

My Commission Expires

Exhibit A



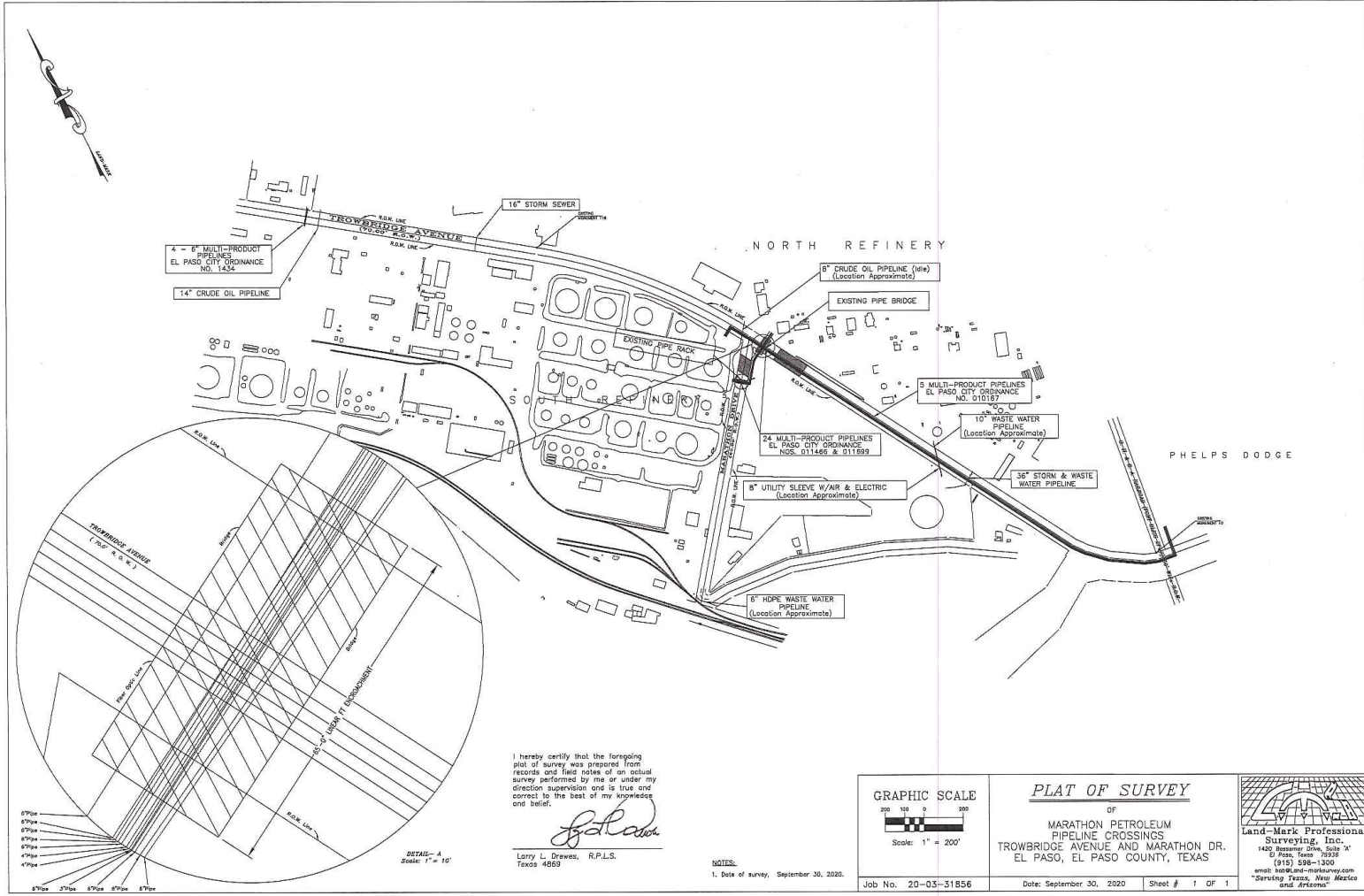
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Exhibit B

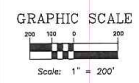


I hereby certify that the foregoing plot of survey was prepared from records and field notes of an actual survey performed by me or under my direction supervision and is true and correct to the best of my knowledge and belief.

L. Drewes

Larry L. Drewes, R.P.L.S.
Texas 4858

NOTES:
1. Date of survey, September 30, 2020.



PLAT OF SURVEY

OF
MARATHON PETROLEUM
PIPELINE CROSSINGS
TROWBRIDGE AVENUE AND MARATHON DR.
EL PASO, EL PASO COUNTY, TEXAS



Job No. 20-03-31856

Date: September 30, 2020 Sheet # 1 OF 1

Exhibit C

