

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

DEPARTMENT:

AGENDA DATE:

PUBLIC HEARING DATE:

CONTACT PERSON NAME:

PHONE NUMBER:

DISTRICT(S) AFFECTED:

STRATEGIC GOAL:

SUBGOAL:

SUBJECT:

BACKGROUND / DISCUSSION:

COMMUNITY AND STAKEHOLDER OUTREACH:

PRIOR COUNCIL ACTION:

AMOUNT AND SOURCE OF FUNDING:

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

NAME	AMOUNT (\$)

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

DEPARTMENT HEAD: _____ *Philip Fiore*

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

ORDINANCE NO. _____

AN ORDINANCE RENEWING AND EXTENDING THE SPECIAL PRIVILEGE LICENSE TO TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER FOR THE MAINTENANCE, USE AND REPAIR OF A SURFACE PARKING LOT, OVERHEAD BIRD NETTING, AND DRAINAGE PIPES BENEATH THE RAYNOLDS STREET OVERPASS BRIDGE WITHIN A PORTION OF CITY RIGHT-OF-WAY ALONG ALBERTA AVENUE; SETTING THE LICENSE TERM FOR A TERM OF TEN (10) YEARS WITH AN OPTION TO RENEW FOR ONE ADDITIONAL TEN (10) YEAR TERM.

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

SECTION 1. DESCRIPTION

The City of El Paso (hereinafter called "City") granted a Special Privilege License (hereinafter called "License") to Texas Tech University Health Sciences Center at El Paso (hereinafter referred to as the "Grantee"), for the maintenance, use and repair of a 21,607.81 square foot surface parking lot screened with landscaping as shown in Exhibit "A," which is made a part hereof for all purposes (hereinafter referred to as "Parking Lot") and for the overhead bird netting with an area of 23,523.82 square feet and five (5) drainage pipes beneath the Raynolds Street overpass within a portion of City right-of-way along Alberta Avenue as further described in Exhibit "B" attached hereto.

SECTION 2. LICENSE AREA

The aerial and surface rights granted herein along a portion of right-of-way along Alberta Avenue beneath the Raynolds Street overpass bridge, to maintain the parking lot as well as the area encompassed by the bird netting and drainage pipes is more particularly described by metes and bounds in **Exhibit "C"**, which is made a part hereof for all purposes (hereinafter collectively referred to as "License Area").

SECTION 3. USE OF PROPERTY

This License is granted solely for the encroachment onto City right-of-way, which includes the requirement and responsibility for maintenance, use and repair of the parking lot to include the bird netting and drainage pipes. Grantee agrees to maintain the License Area in proper working condition and, to the extent required by Texas law, in accordance with all applicable City specifications, which include restoration to allow and not impede the City's use of the way for pedestrian and vehicular access.

Except for the waiver of fees as provided herein, 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.

This License shall not permit or be construed to permit any other private use of the City right-of-way that impairs its function as a City right-of-way. Except for maintenance of the parking lot, bird netting and drainage pipes 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 Manager or designee.

SECTION 4. REGULATION OF CONSTRUCTION

The work done by Grantee in replacing, repairing, reconstructing, or maintaining the parking lot, bird netting and drainage pipes shall be subject to and governed by all laws, rules and regulation of the City and State of Texas, Federal laws that are applicable to the maintenance and repair of the parking lot, bird netting and drainage pipes. Work done in connection with the repair and maintenance 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 parking lot, bird netting and drainage pipes built hereunder, Grantee shall obtain, to the extent required by Texas law, 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 any applicable City codes.

The City shall have the power at any time to order and require Grantee to remove and abate any portion of the License Area that is dangerous to life or property; provided however that the City agree that the current Aerial and Surface Encroachment is not a danger 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 **TEN (10) years** from the effective date hereof, unless terminated earlier as provided herein. At the end of this term, the City shall have the unilateral option of renewing this Special Privilege for one (1) additional TEN (10) year term upon the request of the Grantee and approval of the El Paso City Council. If Grantee wishes to the City to renew this License, Grantee shall submit a request in writing to the City no later than three (3) months prior to the expiration date of this License. Should Grantee fail to submit such request for the extension of this License to the City as herein required, the License shall expire upon the

expiration date, Grantee understands, agrees, and accepts that the city may require the terms, condition, 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. To the extent permitted by Texas law, 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, bird netting and drainage pipes 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, bird netting and drainage pipes 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.

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

Except as provided herein, the City reserves the right to use the surface or subsurface or airspace within the License Area for any public purposes allowed by law and deemed necessary by the City and to do or permit to be done any work in connection therewith which may be deemed necessary or proper by the City on, across, along, under or over said License Area occupied by Grantee provided such use does not interfere with Grantee's use of the License Area.

SECTION 8. CONSIDERATION

As consideration for this Special Privilege, Grantee shall pay to the City ONE THOUSAND SIXTY AND NO/100 DOLLARS (**\$1,060.00**) per year. The annual fee shall remain the same for a period of one year from the date of execution by the El Paso City Council and shall be subject to change after each one-year period the License remains in effect. The El Paso City Council retains the right to increase or decrease the annual fee specified in this License.

The City shall notify the Grantee of any proposed changes in fees as prescribed in Section 14 (Notice) of this License. This License is granted on the condition the Grantee pay for all costs associated with the parking lot, bird netting and attached drainage pipes, 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 Planning and Inspections Department for remittance to the Financial Services Department.

If the Special Privilege is disapproved by the El Paso City Council, a full refund of the payment shall be made by the Financial Services Department within fifteen (15) days of the denial action. Subsequent annual considerations shall be due the first day of the month in which the License has been granted by the El Paso City Council and remitted to the Financial Services Department.

ADVANCE PAYMENT OPTION:

Grantee shall have the option of pre-paying the City the entire amount for initial ten (10) year term of the License, prior to the execution of this License. The ten (10) year amount is equal to NINE THOUOUSAND, THREE HUNDRED THIRTEEN AND NO/100 DOLLARS (\$9,313.00). Said \$9,313.00 reflects the net present value (NPV) at a three percent (3%) discount rate of the annual fees for the entire ten (10) year term of this License. Should Grantee select the advance payment option, Grantee shall be entitled to a pro-rata 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 10-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 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, bird netting and drainage pipes 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 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 inability 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 equity 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.

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

The Contractor, its Agent or its insurer will INDEMNIFY, DEFEND AND HOLD the City, its officers, agents and employees, HARMLESS FOR AND AGAINST ANY AND ALL CLAIMS, CAUSES OF ACTION, LIABILITY, DAMAGES OR EXPENSE, (INCLUDING BUT NOT LIMITED TO ATTORNEY FEES AND COSTS) FOR ANY DAMAGE TO OR LOSS OF ANY PROPERTY, OR ANY ILLNESS, INJURY, PHYSICAL OR MENTAL IMPAIRMENT, LOSS OF SERVICES, OR DEATH TO ANY PERSON ARISING OUT OF OR RELATED TO THE THIRD PARTY ACTIVITIES, even where such damage, injury, loss, illness, physical or mental impairment, loss of service, or death results from or involves NEGLIGENCE, or allegations of negligence on the part OF THE CITY, its officers, agents, or employees. Without modifying the conditions of preserving, asserting or enforcing any legal liability against the City as required by the City Charter or any law, the City will promptly forward to Contractor or Agent every demand, notice, summons or other process received by the City in any claim or legal proceeding contemplated herein. The Contractor or its Agent will 1) investigate or cause the investigation of accidents or occurrences involving such injuries or damages; 2) negotiate or cause to be negotiated the claim as the Company may deem expedient; and 3) defend or cause to be defended on behalf of the City all suits for damages even if groundless, false or fraudulent, brought because of such injuries or damages. The Contractor or its Agent will pay all judgments finally establishing liability of

the City in actions defended by the Contractor or its Agent pursuant to this section along with all attorneys' fees and costs incurred by the City including interest accruing to the date of payment by Contractor or its Agent, and premiums on any appeal bonds. The City, at its election, will have the right to participate in any such negotiations or legal proceedings to the extent of its interest. The City will not be responsible for any loss of or damage to the Contractor or its Agent's property from any cause.

SECTION 11. RIGHTS IN IBE EVENT OF ABANDONMENT

As an express condition of this License, and not as a mere covenant, in the event Grantee abandons the parking lot, bird netting and drainage pipes or a portion thereof or ceases to use the parking lot, bird netting, and drainage pipes 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, 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 not be entitled to a refund of the paid annual consideration for the months remaining in the License year (the twelve-month period beginning on the effective date of this License) or a pro-rata refund of the consideration paid for the advance payment option in the event Grantee has exercised such option under Section 8 . 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, bird netting and drainage pipes located in the License Area at no cost to the City. Grantee shall restore the License Area to the reasonable satisfaction of the City Manager or designee 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 replacement, reconstruction, maintenance, and repair of the parking lot, bird netting and drainage pipes 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

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

CITY: City of El Paso
Attn: City Manager
300 North Campbell
El Paso Texas 79950-1890

with copy to: City of El Paso
Attn: Planning & Inspections Department
811 Texas Avenue
El Paso Texas 79901

with copy to: City of El Paso
Attn: Financial Services Department-Financial Accounting & Reporting
300 North Campbell
El Paso Texas 79901

GRANTEE: Texas Tech University Health Sciences Center El Paso
Contracting Office
130 Rick Francis St. MSC-51014
El Paso, TX 79905
ElpContractDept@ttuhsce.edu

with copy to: Texas Tech University Health Sciences Center El Paso Facilities and Services
Attn: Adam Rascon
130 Rick Francis St. – MSC 51022
El Paso, TX 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 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 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 permitted by Texas law, Grantee shall be responsible for 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

To the extent Grantee is not exempt as a state governmental agency, 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 _____, 2025.

[Signatures on Following Page]

WITNESS THE FOLLOWING SIGNATURES AND SEALS:

THE CITY OF EL PASO:

Renard U. Johnson
Mayor

ATTEST:

Laura Prine
City Clerk

APPROVED AS TO FORM:

Russell Abeln

Russell T. Abeln
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Philip Etiwe

Philip F. Etiwe, Director
Planning and Inspections Department

ACCEPTANCE

The above instrument, with all conditions thereof, is hereby accepted this 7 day of May 2024.

GRANTEE:

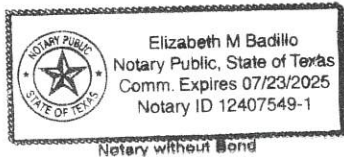
Texas Tech University Health Sciences Center

By: Richard Lange, as President

ACKNOWLEDGMENT

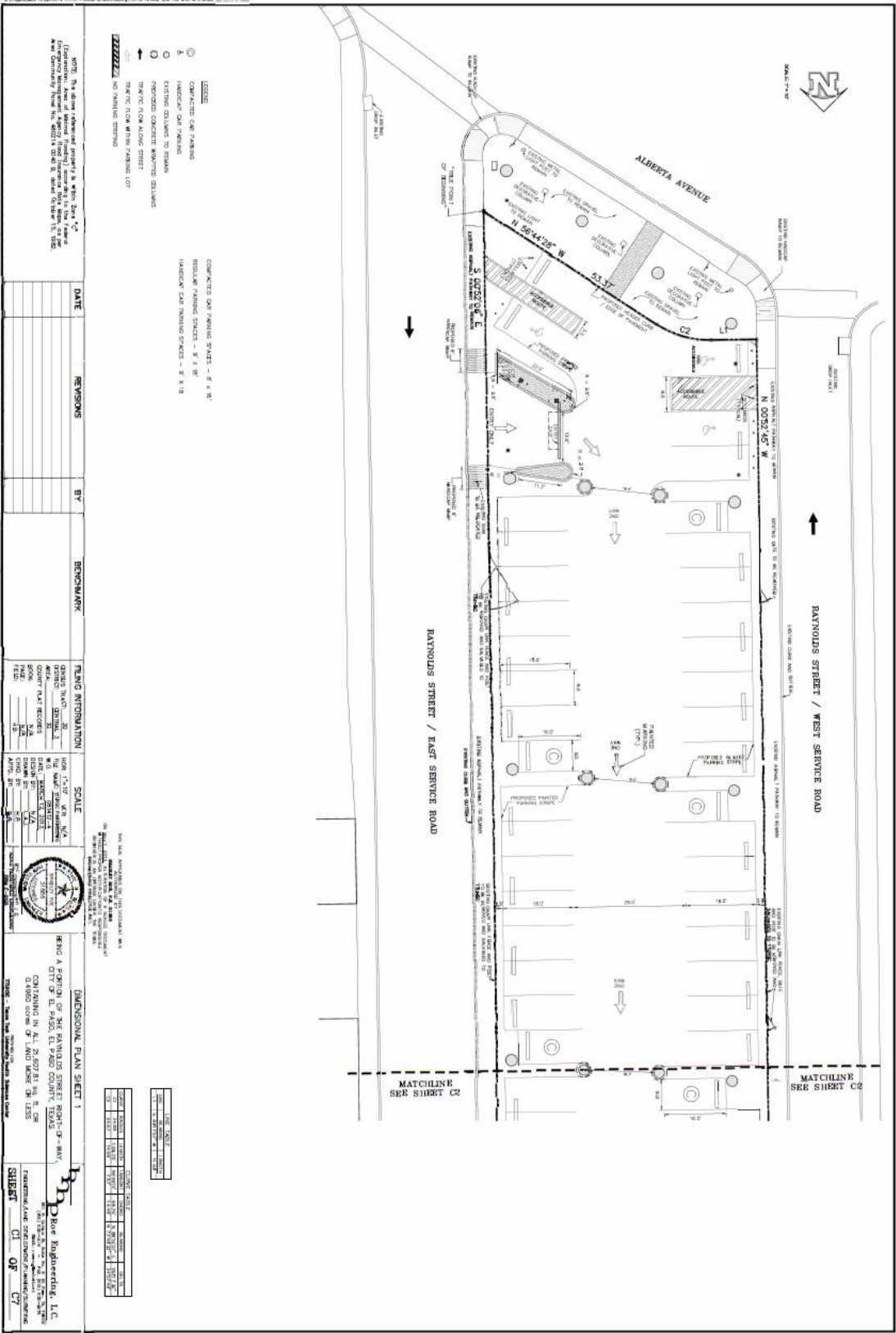
THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

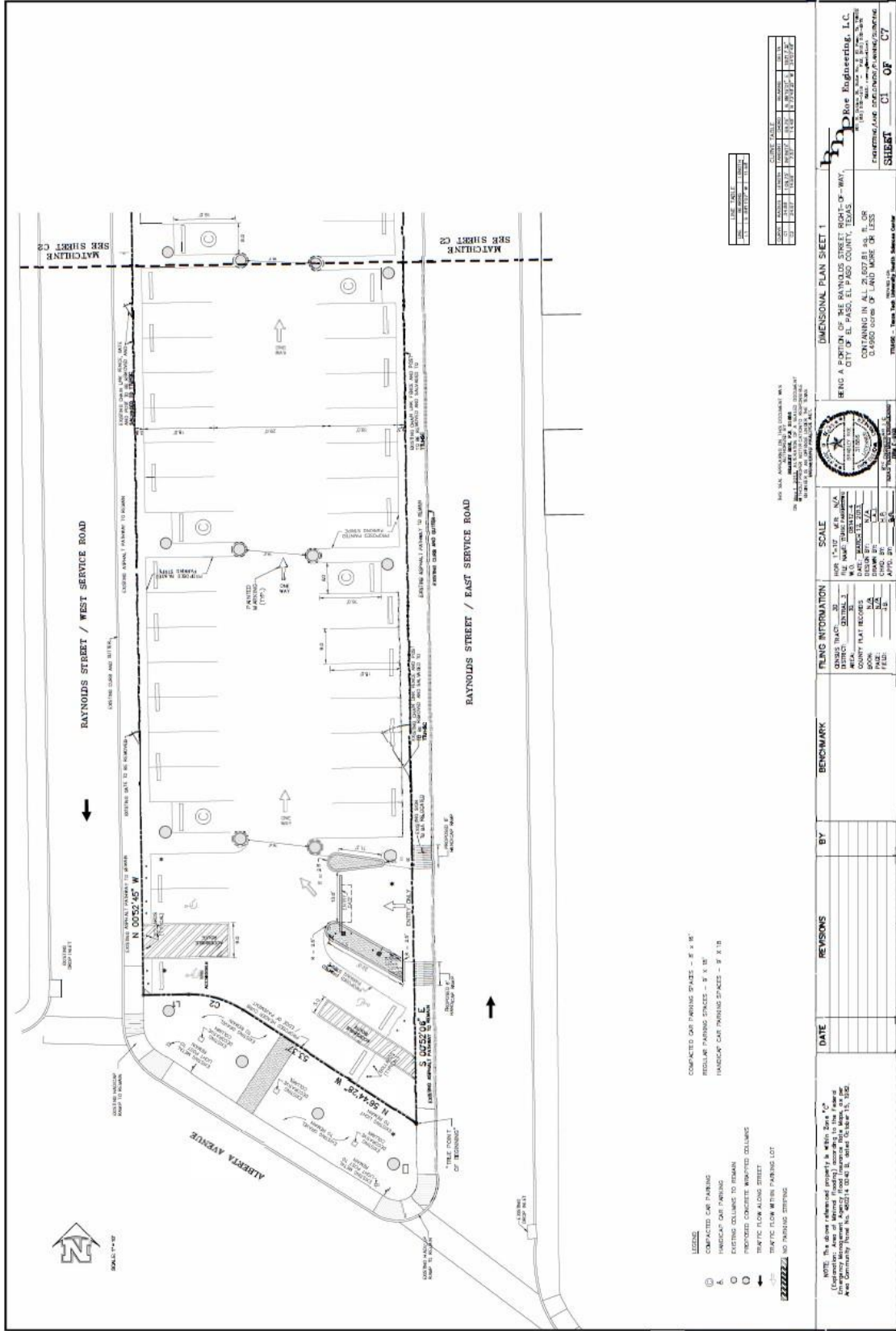
This instrument is acknowledged before me on this 7th day May, 2024, by Richard A. Lange MD MBA, as Grantee.



Elizabeth M Badillo
Notary Public, State of Texas
07/23/25
My Commission Expires

EXHIBIT A





COMPACTED CAR PARKING SPACES - 8' x 16'
 REGULAR PARKING SPACES - 8' x 16'
 HANDICAP CAR PARKING SPACES - 8' x 16'
 COMPACTED CAR PARKING
 HANDICAP CAR PARKING
 EXISTING COLLARS TO REMAIN
 FROZEN CONCRETE REINFORCED COLLARS
 TRAFFIC FLOW ALONG STREET
 TRAFFIC FLOW WITHIN PARKING LOT
 NO PARKING ZONING

LEGEND
 (C) COMPACTED CAR PARKING
 (A) HANDICAP CAR PARKING
 (O) EXISTING COLLARS TO REMAIN
 (O) FROZEN CONCRETE REINFORCED COLLARS
 (→) TRAFFIC FLOW ALONG STREET
 (→) TRAFFIC FLOW WITHIN PARKING LOT
 (ZZZZZZ) NO PARKING ZONING

REVISIONS

DATE	BY	REVISIONS

NOTE: This is a site plan for a proposed parking lot. It is not a site plan for a building. The site plan is subject to the approval of the City of El Paso, Texas. The site plan is not to be used for any other purpose.

PLANNING INFORMATION

OWNER TRACT NO.	101-001-001
OWNER TRACT AREA	0.10
OWNER TRACT RECORD	101-001-001
OWNER TRACT DATE	10/1/10
OWNER TRACT PAGE	101-001-001
OWNER TRACT TOTAL	101-001-001

SCALE

FOR ALL DIMENSIONS	1" = 20'
FOR ALL DISTANCES	1" = 20'
FOR ALL ANGLES	1" = 20'
FOR ALL CURVES	1" = 20'
FOR ALL SLOPES	1" = 20'

BENCHMARK

DATE	BY	REVISIONS

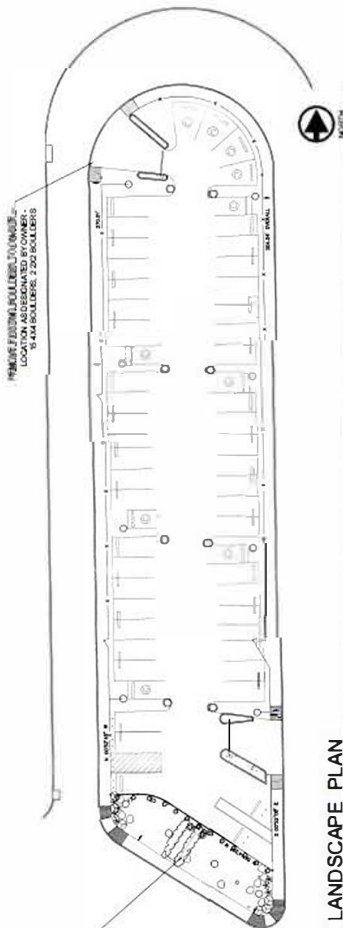
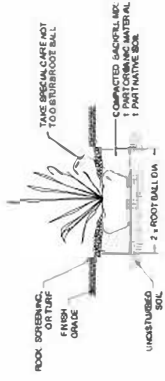
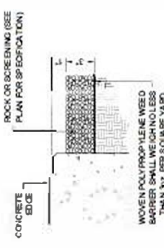
REVISIONS

DATE	BY	REVISIONS

DIMENSIONAL PLAN SHEET 1
 A PORTION OF THE RAYNOLDS STREET RIGHT-OF-WAY,
 CITY OF EL PASO, EL PASO COUNTY, TEXAS
 CONTAINING IN ALL 21,807.81 SQ. FT. OR
 CLOSD TO 0.05 ACRES OF LAND MORE OR LESS

PREPARED BY: [NAME]
 CHECKED BY: [NAME]
 APPROVED BY: [NAME]

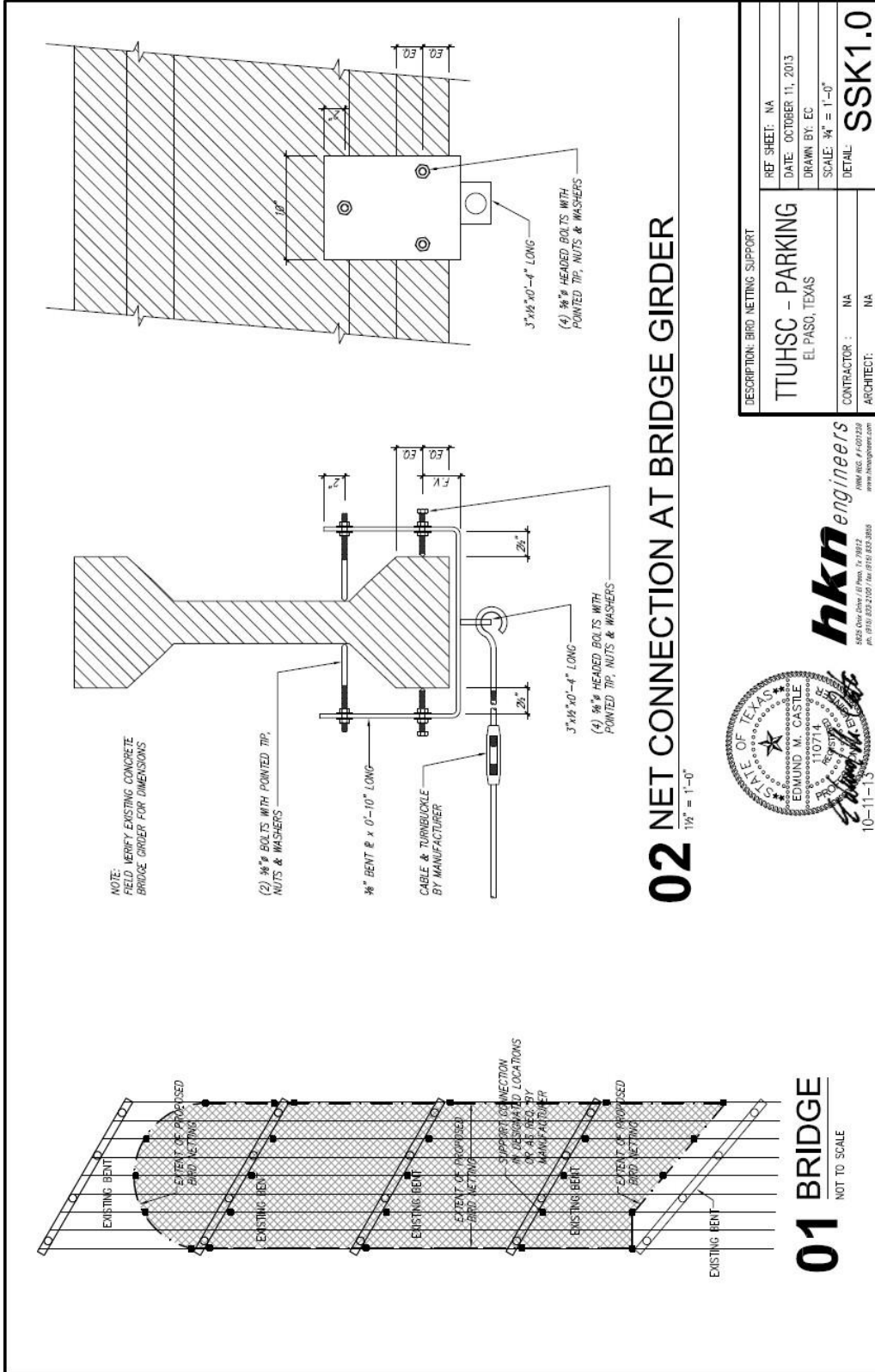
PREPARED BY: [NAME]
 CHECKED BY: [NAME]
 APPROVED BY: [NAME]



LANDSCAPE LEGEND

SYMBOL	DESCRIPTION	PLANT SPECIES	NOTES
(Symbol)	3" x 4" BOLLER	3" x 4" BOLLER	
(Symbol)	4" x 4" BOLLER	4" x 4" BOLLER	
(Symbol)	6" x 6" BOLLER	6" x 6" BOLLER	
(Symbol)	8" x 8" BOLLER	8" x 8" BOLLER	
(Symbol)	12" x 12" BOLLER	12" x 12" BOLLER	
(Symbol)	18" x 18" BOLLER	18" x 18" BOLLER	
(Symbol)	24" x 24" BOLLER	24" x 24" BOLLER	
(Symbol)	36" x 36" BOLLER	36" x 36" BOLLER	
(Symbol)	48" x 48" BOLLER	48" x 48" BOLLER	
(Symbol)	60" x 60" BOLLER	60" x 60" BOLLER	
(Symbol)	72" x 72" BOLLER	72" x 72" BOLLER	
(Symbol)	90" x 90" BOLLER	90" x 90" BOLLER	
(Symbol)	108" x 108" BOLLER	108" x 108" BOLLER	
(Symbol)	126" x 126" BOLLER	126" x 126" BOLLER	
(Symbol)	144" x 144" BOLLER	144" x 144" BOLLER	
(Symbol)	162" x 162" BOLLER	162" x 162" BOLLER	
(Symbol)	180" x 180" BOLLER	180" x 180" BOLLER	
(Symbol)	216" x 216" BOLLER	216" x 216" BOLLER	
(Symbol)	252" x 252" BOLLER	252" x 252" BOLLER	
(Symbol)	288" x 288" BOLLER	288" x 288" BOLLER	
(Symbol)	324" x 324" BOLLER	324" x 324" BOLLER	
(Symbol)	360" x 360" BOLLER	360" x 360" BOLLER	
(Symbol)	432" x 432" BOLLER	432" x 432" BOLLER	
(Symbol)	504" x 504" BOLLER	504" x 504" BOLLER	
(Symbol)	576" x 576" BOLLER	576" x 576" BOLLER	
(Symbol)	648" x 648" BOLLER	648" x 648" BOLLER	
(Symbol)	720" x 720" BOLLER	720" x 720" BOLLER	
(Symbol)	864" x 864" BOLLER	864" x 864" BOLLER	
(Symbol)	1008" x 1008" BOLLER	1008" x 1008" BOLLER	
(Symbol)	1152" x 1152" BOLLER	1152" x 1152" BOLLER	
(Symbol)	1296" x 1296" BOLLER	1296" x 1296" BOLLER	
(Symbol)	1440" x 1440" BOLLER	1440" x 1440" BOLLER	
(Symbol)	1584" x 1584" BOLLER	1584" x 1584" BOLLER	
(Symbol)	1728" x 1728" BOLLER	1728" x 1728" BOLLER	
(Symbol)	1872" x 1872" BOLLER	1872" x 1872" BOLLER	
(Symbol)	2016" x 2016" BOLLER	2016" x 2016" BOLLER	
(Symbol)	2160" x 2160" BOLLER	2160" x 2160" BOLLER	
(Symbol)	2304" x 2304" BOLLER	2304" x 2304" BOLLER	
(Symbol)	2448" x 2448" BOLLER	2448" x 2448" BOLLER	
(Symbol)	2592" x 2592" BOLLER	2592" x 2592" BOLLER	
(Symbol)	2736" x 2736" BOLLER	2736" x 2736" BOLLER	
(Symbol)	2880" x 2880" BOLLER	2880" x 2880" BOLLER	
(Symbol)	3024" x 3024" BOLLER	3024" x 3024" BOLLER	
(Symbol)	3168" x 3168" BOLLER	3168" x 3168" BOLLER	
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(Symbol)	3456" x 3456" BOLLER	3456" x 3456" BOLLER	
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(Symbol)	3744" x 3744" BOLLER	3744" x 3744" BOLLER	
(Symbol)	3888" x 3888" BOLLER	3888" x 3888" BOLLER	
(Symbol)	4032" x 4032" BOLLER	4032" x 4032" BOLLER	
(Symbol)	4176" x 4176" BOLLER	4176" x 4176" BOLLER	
(Symbol)	4320" x 4320" BOLLER	4320" x 4320" BOLLER	
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(Symbol)	4608" x 4608" BOLLER	4608" x 4608" BOLLER	
(Symbol)	4752" x 4752" BOLLER	4752" x 4752" BOLLER	
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(Symbol)	5040" x 5040" BOLLER	5040" x 5040" BOLLER	
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(Symbol)	5760" x 5760" BOLLER	5760" x 5760" BOLLER	
(Symbol)	5904" x 5904" BOLLER	5904" x 5904" BOLLER	
(Symbol)	6048" x 6048" BOLLER	6048" x 6048" BOLLER	
(Symbol)	6192" x 6192" BOLLER	6192" x 6192" BOLLER	
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(Symbol)	8784" x 8784" BOLLER	8784" x 8784" BOLLER	
(Symbol)	8928" x 8928" BOLLER	8928" x 8928" BOLLER	
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(Symbol)	12528" x 12528" BOLLER	12528" x 12528" BOLLER	
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(Symbol)	18000" x 18000" BOLLER	18000" x 18000" BOLLER	
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(Symbol)	19872" x 19872" BOLLER	19872" x 19872" BOLLER	
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(Symbol)	20160" x 20160" BOLLER	20160" x 20160" BOLLER	
(Symbol)	20304" x 20304" BOLLER	20304" x 20304" BOLLER	
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(Symbol)	21312" x 21312" BOLLER	21312" x 21312" BOLLER	
(Symbol)	21456" x 21456" BOLLER	21456" x 21456" BOLLER	
(Symbol)	21600" x 21600" BOLLER	21600" x 21600" BOLLER	
(Symbol)	21744" x 21744" BOLLER	21744" x 21744" BOLLER	
(Symbol)	21888" x 21888" BOLLER	21888" x 21888" BOLLER	
(Symbol)	22032" x 22032" BOLLER	22032" x 22032" BOLLER	
(Symbol)	22176" x 22176" BOLLER	22176" x 22176" BOLLER	
(Symbol)	22320" x 22320" BOLLER	22320" x 22320" BOLLER	
(Symbol)	22464" x 22464" BOLLER	22464" x 22464" BOLLER	
(Symbol)	22608" x 22608" BOLLER	22608" x 22608" BOLLER	
(Symbol)	22752" x 22752" BOLLER	22752" x 22752" BOLLER	
(Symbol)	22896" x 22896" BOLLER	22896" x 22896" BOLLER	
(Symbol)	23040" x 23040" BOLLER	23040" x 23040" BOLLER	
(Symbol)	23184" x 23184" BOLLER	23184" x 23184" BOLLER	
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(Symbol)	23472" x 23472" BOLLER	23472" x 23472" BOLLER	
(Symbol)	23616" x 23616" BOLLER	23616" x 23616" BOLLER	
(Symbol)	23760" x 23760" BOLLER	23760" x 23760" BOLLER	
(Symbol)	23904" x 23904" BOLLER	23904" x 23904" BOLLER	
(Symbol)	24048" x 24048" BOLLER	24048" x 24048" BOLLER	
(Symbol)	24192" x 24192" BOLLER	24192" x 24192" BOLLER	
(Symbol)	24336" x 24336" BOLLER	24336" x 24336" BOLLER	
(Symbol)	24480" x 24480" BOLLER	24480" x 24480" BOLLER	

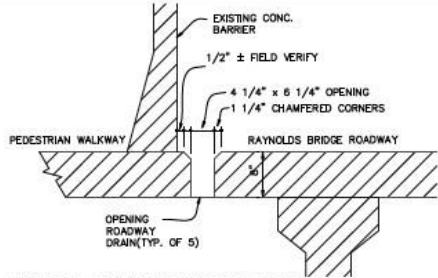
EXHIBIT B



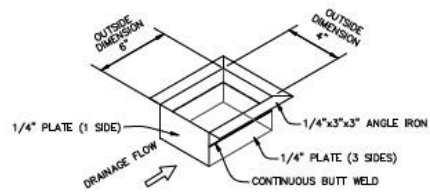
10-11-13

hkn engineers
5625 Olive Drive, El Paso, TX 79912
PH: (915) 832-1050 Fax: (915) 832-2865
www.hknengineers.com

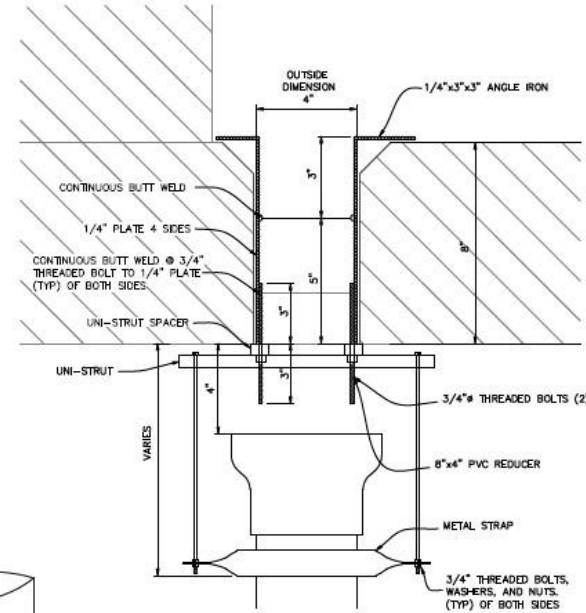
DESCRIPTION: BIRD NETTING SUPPORT	
REF SHEET: NA	CONTRACTOR: NA
DATE: OCTOBER 11, 2013	ARCHITECT: NA
DRAWN BY: EC	
SCALE: 3/4" = 1'-0"	
DETAIL: SSK1.0	



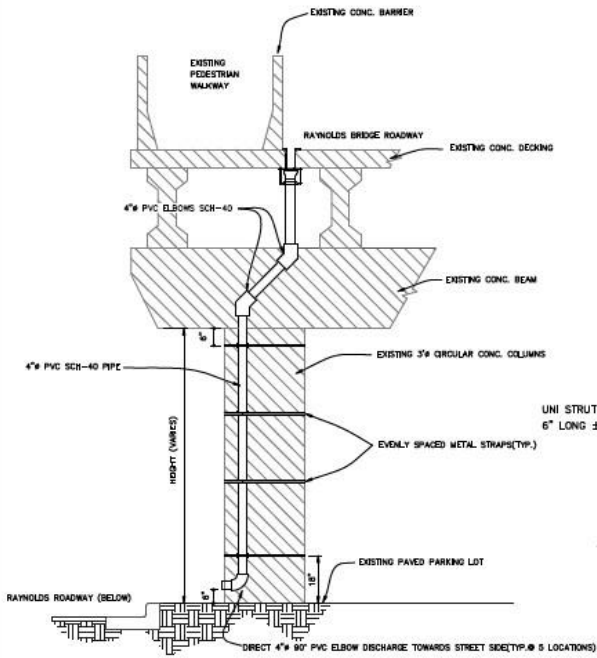
EXISTING CONDITION CROSS SECTION VIEW
N.T.S.



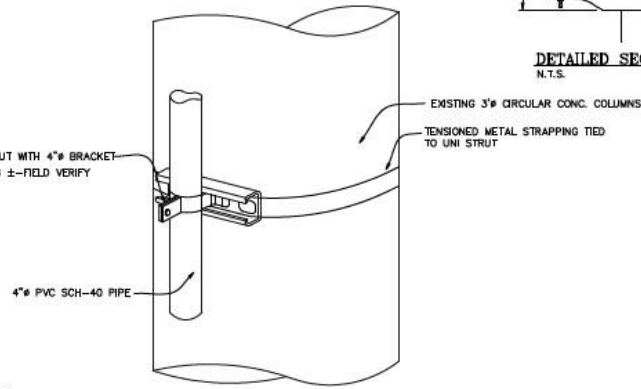
ISOMETRIC VIEW
N.T.S.



DETAILED SECTION VIEW OF DRAINS (5 TYP.)
N.T.S.



EXISTING/PROPOSED COLUMN SECTION VIEW
N.T.S.



ISOMETRIC VIEW FOR ANCHORING OF 4\"/>

NOTE:
PROVIDE 1" LONG #10 SELF TAPPING
SCREWS 3 PER JOINT @ ALL ELBOWS TO
PREVENT PVC SLIPPAGE (PROVIDE PRIMER/
GLUE @ ALL JOINTS).

DATE	REVISIONS	BY	BENCHMARK	FILED INFORMATION	SCALE	CERTIFICATION	RAYNOLDS BRIDGE DECK SECTIONS & DETAIL
				CONDS TRACT: 20 COUNTY: GUNTER, AL AREA: 10 QUANTITY PLAT RECORDS: BOOK: N/A PAGE: 2/2 FIELD: 48	HOR. S.T.S.: N/A DRAWN: JMS W.D.: 08/13/13 DATE: OCTOBER 18, 2013 DESIGN BY: J.P. CHECK BY: W.A.E. INCH. BY: J.P. APP'D BY: BS		
							BRADLEY BOK, R.P.L.S. 2448 SHEET 1 OF 1

hnp Engineering, L.C.
 4115 FARM ROAD, SUITE 100, WOODBRIDGE, VA 22192
 (703) 595-1100
 FAX: (703) 595-1101
 WWW.HNPENGINEERING.COM
 DIRECTOR/PLANNING/SURVEYING/DESIGN/CONSTRUCTION

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 $22^{\circ}32'08''$ 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 $56^{\circ}44'28''$ West a distance of 53.37 feet to a point;

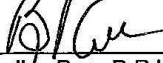
Thence along said right-of-way line along a arc of a curve to the left a distance of 14.70 feet, whose radius is 24.67 feet, whose central angle is $34^{\circ}07'49''$ and whose chord bears North $73^{\circ}48'23''$ West a distance of 14.48 feet to a point;

Thence South $89^{\circ}11'07''$ 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 $00^{\circ}52'45''$ 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 $180^{\circ}17'32''$ and whose chord bears North $89^{\circ}16'01''$ 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 $00^{\circ}52'06''$ 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. 2449
Roe Engineering, L.C.



FILE: parking lease.wpd

EXHIBIT D

STATE OF TEXAS)
)
COUNTY OF EL PASO)

AFFIDAVIT

BEFORE ME, the undersigned authority, on this day personally appeared Richard A. Lange President, who, being by my duly sworn, stated under oath as follows:

"Texas Tech University 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 Raynolds 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 University 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: Jessica Fisher

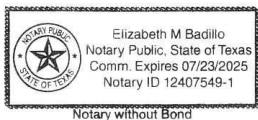
Jessica Fisher, C.P.A., M.Accy.
Interim Vice President for Finance & Administration / Chief Financial Officer

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument is acknowledged before me on this 27th day of MARCH, 2023, by Jessica Fisher, Interim Vice President, on behalf of Texas Tech University Health Sciences Center at El Paso.

Elizabeth M Badillo
Notary Public, State of Texas



07/23/2025
My Commission Expires

ORDINANCE NO. _____