

CITY CLERK DEPT.

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

DEPARTMENT: City Development

AGENDA DATE: Introduction: February 11, 2013
Public Hearing: February 19, 2013

CONTACT PERSON NAME AND PHONE NUMBER: Mirian Spencer, (915) 541-4482, spencermd2@elpasotexas.gov

DISTRICT(S) AFFECTED: District 3

SUBJECT:

An Ordinance granting a special privilege license to Texas Tech University Health Sciences Center for the construction, maintenance, use and repair of a surface parking lot within portions of City right-of-way along Alberta Avenue beneath the Raynolds Street Overpass Bridge for a term of four years with a renewable four year term followed by an additional renewable two year term (NESV12-00039) District 3.

BACKGROUND / DISCUSSION:

Texas Tech University Health Sciences Center is requesting to construct, maintain, use and repair a surface parking lot within City right-of-way beneath the Raynolds Street overpass bridge. The parking lot will serve the employees at the facility and will be gated to restrict access. The parking lot is utilizing space that is currently not utilized. The parking lot will be screened with landscaping.

The property is located within the Tax Increment Reinvestment Zone (TIRZ) number 6. The annual fee for the special privilege is \$5,280.00; however, the applicants are requesting the City Council reduce the annual fee by the depreciating the costs of the improvements made on the site (\$4,500.00 per year) for a ten year period, which would reduce the annual consideration to \$780.00 per year. The applicants are requesting to pay the entire term up front (\$2,711.00) at a 3% discount of the net present value. The next payment in four years will be \$2,408.00) and the final payment in eight years will be \$1,102.00 for a total of \$6,221.00 paid to the City.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

BOARD / COMMISSION ACTION:

N/A

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

DEPARTMENT HEAD:



Mathew S. McElroy, Director
City Development Department

Information copy to appropriate Deputy City Manager

AN ORDINANCE GRANTING A SPECIAL PRIVILEGE LICENSE TO TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER FOR THE CONSTRUCTION, MAINTENANCE, USE, AND REPAIR OF A SURFACE PARKING LOT WITHIN PORTIONS OF CITY RIGHT-OF-WAY ALONG ALBERTA AVENUE BENEATH THE RAYNOLDS STREET OVERPASS BRIDGE FOR A TERM OF FOUR YEARS WITH A RENEWABLE FOUR YEAR TERM FOLLOWED BY AN ADDITIONAL RENEWABLE TWO YEAR TERM.

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

SECTION 1. DESCRIPTION

The City of El Paso (hereinafter called "City") hereby grants a Special Privilege License (hereinafter called "License") to Texas Tech Health Sciences Center (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").

SECTION 2. LICENSE AREA

The aerial, subsurface and surface rights granted herein along portions of rights-of-way along Alberta Avenue beneath the Raynolds Street, to construct the Parking Lot is more particularly described in Exhibit "B," which is made a part hereof for all purposes (hereinafter referred to as "License Area").

SECTION 3. USE OF PROPERTY

This License is granted solely for the encroachment onto City rights-of-way for the Parking Lot. 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 the Parking Lot. The License Area may be fenced and may include lighting using the materials and methods approved 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 Parking Lot 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 Parking Lot. Work done in connection with the construction, 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 built hereunder, Grantee shall obtain all applicable permits required by the City. Where proposed, any excavation or trenching and other construction in the License Area shall be so carried out as to interfere as little as practical with the surface use of the License Area in accordance with any lawful and reasonable direction given by or under the authority of the governing body of the City under the police and regulatory powers necessary to provide for public convenience.

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

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 \$2711.00 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 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 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 "C" 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 not be entitled to a refund of the paid annual consideration for the months remaining in the License year (the twelve month period beginning on the effective date of this License). If this License is cancelled due to Grantee's failure to cure any default under this License, abandonment or cancellation by Grantee, Grantee shall not be entitled to a refund of consideration paid to the City.

Upon termination of this License, prior to the expiration of the original term for any reason, Grantee shall remove 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 e 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 El Paso
Contracting Office
3601 4th St STOP 6217
Lubbock, Texas 79430-6217

with copy to: Texas Tech University Health Sciences Center 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 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

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 February, 2013.

WITNESS THE FOLLOWING SIGNATURES AND SEALS:

THE CITY OF EL PASO

Joyce A. Wilson,
City Manager

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

Lauren K. Ferris
Assistant City Attorney

APPROVED AS TO CONTENT:

Mathew S. McElroy, Director
City Development Department

ACCEPTANCE

The above instrument, with all conditions thereof, is hereby accepted this ____ day of February, 2013.

GRANTEE:

Texas Tech University Health Sciences Center El Paso

By: Jose Manuel de la Rosa, M.D.,
As: Vice President for Health Affairs and Founding Dean

ACKNOWLEDGMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument is acknowledged before me on this _____ day of _____, 2013, by Jose Manuel de la Rosa, M.D., on behalf of Texas Tech University Health Sciences Center El Paso, as Grantee.

Notary Public, State of Texas

My Commission Expires

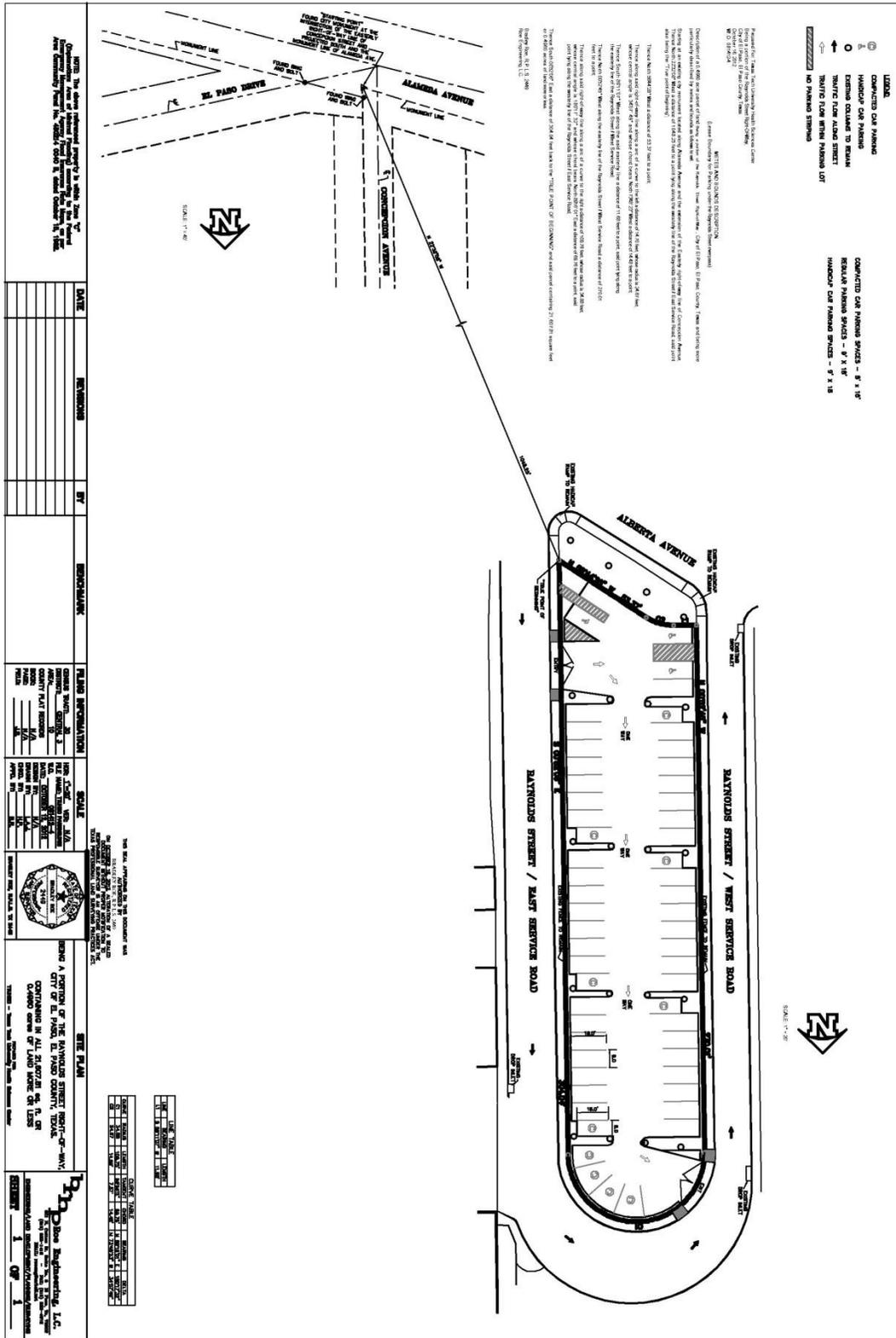
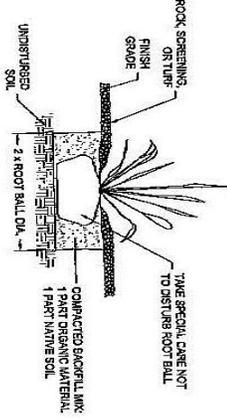
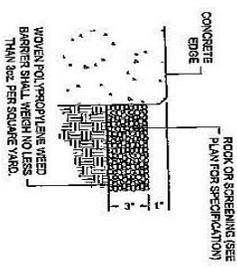


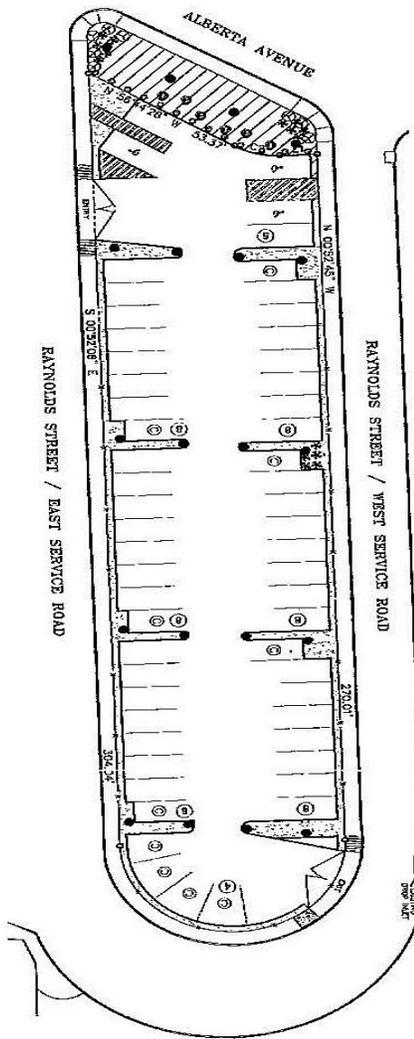
EXHIBIT "A"
PG. 1 of 2

NOTE: ALL BOULDERS TO BE
BURIED AT WIDEST POINT



SHRUB PLANTING DETAIL
NOT TO SCALE

ROCK SCREENING DETAIL
NOT TO SCALE



LANDSCAPE PLAN
SCALE: 1" = 20'

LANDSCAPE LEGEND

SYMBOL	COMMON NAME	BOTANICAL NAME	QTY
●	1. SMALLER SHRUB - 4\"/>		
●	2. SOFT LEAF WICKIA	WICKIA THOMPSONIANA	15
●	3. ENGLISH IVY	HEPICA VULG	14
●	4. TRILING ROSEMARY	ROSMARINUS OFF. PROSTRATA	8
●	5. 3/4\"/>		
●	6. 4\"/>		
●	7. 4\"/>		

- LANDSCAPE NOTES**
- ALL UTILITY EXISTENCES SHALL BE MARKED PRIOR TO EXCAVATION, AND PARTICULAR ATTENTION PAID TO TREE PLACEMENT WITH IN AND THROUGHOUT SITE.
 - THERE SHALL BE NO STEEL BEAMS BETWEEN ROCK TYPES.
 - CONTRACTOR SHALL PROVIDE ROCK SAWES AND OBTAIN APPROVAL FROM OWNER PRIOR TO FINAL DELIVERY OF BURIED POLYPROPYLENE WREED BARRIER.
 - CONTRACTOR TO PAY CLOSE ATTENTION TO OBTAIN APPROVAL OF LANDSCAPE DESIGNER PRIOR TO MAINTENANCE.
 - ALL TREES SHALL BE SINGLE LEADER TRUNK, UNLESS INDICATED IN PLANS.
- SITE OBSERVATION SCHEDULE**
- CONTRACTOR SHALL CONTACT DESIGN ELEMENTS FOR INSPECTION ON THE FOLLOWING ITEMS:
- PLANT PLACEMENT, PRIOR TO INSTALLATION.

EXHIBIT "A"
PG. 1 of 2

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;

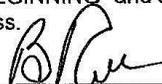
Thence along said right-of-way line along a arc of a curve to the left a distance of 14.70 feet, whose radius is 24.67 feet, whose central angle is $34^{\circ}07'49''$ and whose chord bears North $73^{\circ}48'23''$ West a distance of 14.48 feet to a point;

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 "B"

STATE OF TEXAS)
)
COUNTY OF EL PASO)

AFFIDAVIT

BEFORE ME, the undersigned authority, on this day personally appeared Jose Manuel de la Rosa, M.D., who, being by my duly sworn, stated under oath as follows:

“Texas Tech Health Sciences Center 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 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 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 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 El Paso

BY: _____

Jose Manuel de La Rosa, M.D.
Vice President for Health Affairs and Founding Dean

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument is acknowledged before me on this ____ day of February, 2013, by Jose Manuel de La Rosa, M.D. on behalf of Texas Tech University Health Science Center El Paso.

Notary Public, State of Texas

My Commission Expires