

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

**DEPARTMENT:**       **Engineering Traffic Division**

**AGENDA DATE:**     **Introduction: March 16, 2010; Public Hearing: March 23, 2010**

**CONTACT PERSON/PHONE:** **Mirian Spencer, Planner, (915) 541-4482, spencermd2@elpasotexas.gov**

**DISTRICT(S) AFFECTED: 3**

**SUBJECT:**

An Ordinance granting a Special Privilege to Texas Tech University Health Sciences Center El Paso permitting the construction, regulation, installation and maintenance of one (1) emergency telephone on a portion of public right-of-way at Alberta Avenue, and the regulation and maintenance of fiber optic telecommunications cable within four (4) one and one-quarter inch (1.25") subsurface conduits along portions of public right-of-way at Reynolds Street, Concepcion Street and Alberta Avenue. SPL09-00018 & SPL09-00022 (District 3).

**BACKGROUND / DISCUSSION:**

Texas Tech University Health Sciences Center El Paso has requested to continue utilizing four (4) one and one-quarter inch (1.25") subsurface conduits installed along portions of public right-of-way at Reynolds Street, Concepcion Street, and Alberta Avenue. They are also requesting to install a two foot by two foot (2' x 2') emergency phone in a portion of public right-of-way on Alberta Avenue.

The special privilege is for a term of ten years, with renewable terms of ten years for annual consideration of \$4,500.00 The applicants are covered under the Texas Tort Claims Act of the Texas Civil Practice and Remedies Code, Title V, Government Liability, and limited to monetary damages of \$250,000.00 for injury to one person, \$500,000.00 for injury to two or more, and \$100,000.00 for property damage throughout the duration of the special privilege.

**PRIOR COUNCIL ACTION:**

Texas Tech University Health Sciences Center El Paso was granted a special privilege on February 7, 2006 (Ordinance No. 016278) for the construction, regulation, installation and maintenance of fiber optic telecommunications cable within four (4) one and one-quarter inch (1.25") subsurface conduits along portions of public right-of-way at Reynolds Street, Concepcion Street and Alberta Avenue for a term of two years. The Special Privilege expired prior to submittal of the request to renew.

**AMOUNT AND SOURCE OF FUNDING:**

N/A

**BOARD / COMMISSION ACTION:**

The Development Coordinating Committee approved the special privilege applications (SPL09-00018 and SPL09-00022) on August 18, 2009 for a term of ten years with renewable periods of ten years for an annual fee of \$4,500.00

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

**LEGAL:** (if required) \_\_\_\_\_ **FINANCE:** (if required) \_\_\_\_\_

**DEPARTMENT HEAD:** \_\_\_\_\_

\*\*\*\*\*

**APPROVED FOR AGENDA:**

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

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

**AN ORDINANCE GRANTING A SPECIAL PRIVILEGE TO TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER EL PASO PERMITTING THE CONSTRUCTION, REGULATION, INSTALLATION AND MAINTENANCE OF ONE (1) EMERGENCY TELEPHONE ON A PORTION OF PUBLIC RIGHT-OF-WAY AT ALBERTA AVENUE, AND THE REGULATION AND MAINTENANCE OF FIBER OPTIC TELECOMMUNICATIONS CABLE WITHIN FOUR (4) ONE AND ONE- QUARTER INCH (1.25”) SUBSURFACE CONDUITS ALONG PORTIONS OF PUBLIC RIGHT-OF-WAY AT RAYNOLDS STREET, CONCEPCION STREET AND ALBERTA AVENUE.**

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

That the City Manager be authorized to sign, on behalf of the City of El Paso, a Special Privilege upon the following terms to Texas Tech University Health Sciences Center El Paso (hereinafter referred to as “Grantee”).

1. This Special Privilege shall be in a form, which is attached and incorporated as Exhibit "A;" and
2. The Special Privilege is to permit Texas Tech University Health Sciences Center El Paso to encroach onto portions of public rights-of-way with one (1) two-foot by two-foot (2’ x 2’) emergency telephone along a portion of Alberta Avenue and a fiber optic cable system which will consist of four (4) one and one-quarter inch (1.25”) subsurface conduits along portions of Raynolds Street, Concepcion Street and Alberta Avenue; and
3. As consideration for this Special Privilege, Grantee, shall pay the City of El Paso the sum set forth in Section 3 of Exhibit "A," subject to the terms and conditions of this ordinance and Special Privilege; and
4. This Special Privilege shall be for a term of ten (10) years from the date of execution of this ordinance.

**PASSED AND APPROVED THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2010**

**THE CITY OF EL PASO**

**ATTEST:**

\_\_\_\_\_  
John F. Cook  
Mayor

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

**APPROVED AS TO FORM:**

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Mark Shoosmith  
Assistant City Attorney

\_\_\_\_\_  
Ted Marquez, P.E.  
Assistant City Engineer

**THE STATE OF TEXAS)  
COUNTY OF EL PASO)**

**EXHIBIT "A"  
SPECIAL PRIVILEGE**

THIS SPECIAL PRIVILEGE, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2010, by and between the **CITY OF EL PASO**, hereinafter called "City," and **TEXAS TECH UNIVERSITY HEALTH SCIENCES CENTER EL PASO** hereinafter called "Grantee,"

**WITNESSETH:**

**WHEREAS**, Grantee is requesting the use of portions of City rights-of-way located along Raynolds Street, Concepcion Street and Alberta Avenue in the City of El Paso, El Paso County, Texas; and

**WHEREAS**, the Grantee has requested permission from the City to continue to encroach onto portions of public right-of-way with four (4) one and one-quarter inch (1.25") subsurface conduits along portions of Raynolds Street, Concepcion Street and Alberta Avenue and one (1) two-foot by two-foot (2' x 2') emergency phone along portions of Alberta Avenue, hereinafter called "Structures"; and

**WHEREAS**, the City Council finds that the grant of a Special Privilege upon the terms and conditions hereinafter set forth is not inconsistent with and will not unreasonably impair the public use of the right-of-way; and

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements hereinafter set forth, the parties agree and covenant as follows:

1. **DESCRIPTION.** The City hereby grants a Special Privilege to Grantee to encroach onto portions of public rights-of-way with four (4) one and one-quarter inch (1.25") subsurface conduits, along portions of Raynolds Street, Concepcion Street and Alberta Avenue, and one (1) two-foot by two-foot (2' x 2') emergency phone along portions of Alberta Avenue as shown in the attached Exhibit "B", attached hereto and made a part hereof for all purposes, and which are hereinafter referred to as "Premises."

2. **TERM.** The term of this Special Privilege shall be for ten years (10) from the date of execution of this agreement. If the Grantee wishes to extend this Special Privilege for two additional ten (10) year terms, Grantee shall submit an application to the City no later than three (3) months prior to the expiration date of this Special Privilege. The City Manager is authorized to sign and extend this Special Privilege per the terms herein.

This Special Privilege shall expire without notice at the end of such expiration period unless an application for extension is submitted in writing to the City by the Grantee as herein required. Grantee understands, agrees, and accepts that the City may require that the terms, conditions, and provisions of

this Special Privilege be modified as a condition for renewing the grant of the encroachment upon or through public rights-of-way as permitted by this Special Privilege.

**3. CONSIDERATION.** As consideration for this Special Privilege, Grantee shall pay to the City an annual fee of THREE THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$3,500.00) for the four (4) one and one-quarter inch (1.25") subsurface conduits and an annual consideration of ONE THOUSAND AND NO/100 DOLLARS for the two-foot (2' x 2') emergency phone, for a total annual consideration of FOUR THOUSAND FIVE HUNDRED AND NO/100 DOLLARS (\$4,500.00). The advance payment of the first annual consideration shall be in the form of a cashier's check payable to "The City of El Paso" and delivered to the Office of the City Comptroller. If the Special Privilege is disapproved, by the El Paso City Council a full refund of the advance payment shall be made by the Office of the City Comptroller within fifteen (15) days of the denial action.

Each year, no later than the tenth day of the month in which the Special Privilege was approved by the City Council, the Grantee shall remit to the City payment in full of all annual fees. Failure to remit such payment will be cause for termination.

Grantee expressly accepts and agrees that the fee set forth herein is subject to any and all future amendments to Section 15.08.120.F. Grantee expressly agrees to pay any additional amounts as consideration for this Special Privilege, which could result from a re-computation or assessment of fees pursuant to enactment of future code amendments. This Special Privilege is granted on the condition that Grantee shall pay for all costs associated with all the encroachments on public rights-of-way as well as all costs for the restoration of the Premises.

**4. USE OF PROPERTY.** This Special Privilege is granted solely for the encroachment onto public rights-of-way with four (4) one and one-quarter inch (1.25") subsurface conduits along portions of Raynolds Street, Concepcion Street and Alberta Avenue and the encroachment onto public rights-of-way with one (1) two-foot by two-foot (2' x2') emergency telephone along portions of Alberta Avenue.

As an express condition of this Special Privilege, and not as a mere covenant, Grantee agrees to restore the Premises to its original state after installation and removal of any of the encroachments stated herein. Grantee shall coordinate all design and construction plans with the Director for Development Services or his designee. Grantee shall not commence construction under this Special Privilege until the Development Services Department has approved all plans for the construction of the Structure as appropriate under the applicable City ordinances and the terms of this Special Privilege. This Special Privilege shall not be construed to waive any City permit requirements. Grantee shall be responsible for all maintenance of the structure.

Nothing contained herein shall grant or be construed to grant any real property interest to the Grantee, nor shall it give rise to any vested right in the Grantee, his assigns or successors in interest and shall not have a cause of action for damages upon revocation of this Special Privilege.

Nothing contained herein shall be construed to imply that the City is involved in the design, construction, maintenance, or repair of the Structure.

**5. IMPROPER USE.** This Special Privilege shall not permit or be construed to permit any other private use of the City's right-of-way, which impairs its function as a right-of-way. Grantee shall not construct any additional improvements, or make any additions or alterations on or over the City right-of-way, without the prior written consent of the El Paso City Council.

**6. REPAIRS.** Grantee shall keep the property, Structure, and Premises in good condition and repair and in a clean, orderly, and attractive condition during the term of this Special Privilege. Grantee shall be responsible for all maintenance of the Structure and Premises and shall repair any damage to the Premises caused directly by Grantee's use of the Premises at Grantee's sole expense.

**7. INDEMNITY.** As a condition of the Special Privilege, Grantee shall, to the extent allowed by law, indemnify, defend and hold harmless the City, its officers, agents, servants and employees from any and all claims, losses, damages, causes of action, suits, and liability of every kind, including all expenses of litigation for injury or death of any person, or for damage to any property, arising out of or in connection with Grantee's use of the public right-of-way, regardless of whether such injuries, death, or damages are caused in whole or in part by the negligence of the City.

**8. LIABILITY INSURANCE.** The Grantee shall submit to the City a sworn affidavit, in a form, which is attached and incorporated as Exhibit "C" and signed by a duly authorized representative identifying that the Grantee is 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 Practice and Remedies Code, Title V, Governmental Liability. The liability of Grantee under the Texas Tort Claims Act is limited to money damages in a maximum amount of \$250,000 for each person and \$500,000 for each single occurrence for bodily injury or death and \$100,000 for each single occurrence for injury to or destruction of property. The affidavit must be in a form and contain provisions, which are 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 who is not self-insured, subject to the provisions of the Texas Tort Claims Act. The City may impose additional requirements upon Grantee in order to protect the public health, safety, and welfare. Any additional requirements that may be 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.

**9. CANCELLATION.** Should the City at any time or for any reason decide that the right-of-way onto which any of the encroachments are situated are needed for public use, the City may, upon thirty (30) days written notice, cancel this Special Privilege at no cost to the City and may take possession of the public right-of-way. All rights of the Grantee in the Premises shall then be terminated. Grantee may cancel this Special Privilege, for any reason, upon thirty (30) days prior written notice to the City, and all rights of the Grantee shall then be terminated.

In addition, if, for a period of six (6) months, Grantee ceases to use or occupy the property for the purposes herein contemplated, or if Grantee defaults in any of his obligations under this Special Privilege and fails to correct such defaults within thirty (30) days after written notice to do so; the City may cancel this Special Privilege and take possession. All rights of the Grantee on the City right-of-way shall then terminate.

Any waiver by the City of any breach of any of Grantee's obligations shall not be deemed a continuing waiver, and shall not prevent the City from exercising any remedy it may have for any succeeding breach of the same or another obligation of the Grantee.

Upon termination of this Special Privilege for whatever reason, all encroachments shall become the property of the City and shall, at the option of the City may be removed by the Grantee without cost to the City.

**10. LIENS AND ENCUMBRANCES.** Grantee shall defend and indemnify the City to the extent allowed by law against any liability and loss of any type arising from any lien or encumbrance on the property that arises or is alleged to have arisen from Grantee's use of the Premises.

**11. ASSIGNMENT.** Grantee shall not assign this Special Privilege without the prior written consent of the El Paso City Council.

**12. MISCELLANEOUS.**

- a. **RIGHT OF ENTRY AND INSPECTION:** The City's authorized representative shall have the right to enter upon the property at all reasonable times for the purpose of inspecting the same and determining compliance with the terms of this Special Privilege.
- b. **LAWS AND ORDINANCES:** Grantee shall comply with all statutes, laws, codes and ordinances applicable to Grantee's construction and maintenance of the Structure, as well as Grantee's use of the Premises, except as specifically provided by the grant of this Special Privilege. This Special Privilege shall not grant permission for Grantee to erect the Structures without first having obtained any required building permits from the City Development

Services Department. In addition, Grantee shall obtain any and all other required permits and inspections and shall pay the necessary permit fees.

- c. SUCCESSORS AND ASSIGNS: All of the terms, provisions, covenants and conditions of this Special Privilege shall inure to the benefit and be binding upon the parties, their successors and assigns. This Special Privilege is a restriction, condition and covenant running with the property known as 4800 Alberta Avenue and a charge and servitude thereon, and shall bind the Grantee and their successors in title. Any further lease or conveyance of this property known as 4800 Alberta Avenue shall contain this restriction, condition, and covenant and shall embody this Special Privilege by express reference.
- d. NOTICES: All notices provided for herein shall be sufficient if sent by certified or registered mail, return receipt requested, postage fully prepaid, addressed to the proper party at the following addresses:

City of El Paso  
Attn: City Manager  
#2 Civic Center Plaza, 10th Floor  
El Paso, Texas 79901-1196

with copy to: City of El Paso  
Attn: City Clerk  
#2 Civic Center Plaza, 2<sup>nd</sup> Floor  
El Paso, Texas 79901-1196

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

or to such other address as the parties may designate to each other in writing from time to time.

- e. 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.
- f. SEVERABILITY: Every provision of this Special Privilege is intended to be severable. If any term or provision hereof is illegal or invalid for any reason

whatsoever, such illegality or invalidity shall not affect the validity of the remainder of the Special Privilege.

- g. LAW GOVERNING: The laws of the State of Texas shall govern the validity, performances, and enforcement of this Special Privilege and if legal action is necessary to enforce it, exclusive venue shall be in El Paso County, Texas.
- h. The City Engineer or his designee is the principal City official responsible for the administration of this Special Privilege and Grantee recognizes that questions regarding the interpretation or application of this ordinance shall be referred to the City Engineer or his designee.

**13. RESTRICTIONS AND RESERVATIONS.** This Special Privilege 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 Special Privilege, 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 Premises, Grantee shall have the right to terminate this Special Privilege upon giving the City prior written notice of its intention to do so.

**14. EFFECTIVE DATE.** This Special Privilege shall not take effect unless Grantee files his written acceptance with the City Engineering Traffic Division prior to its passage and approval by the El Paso City Council. If Grantee accepts the terms and conditions of this Special Privilege as a corporation, each of the persons accepting on behalf of such Grantee warrant to the City that the Grantee is a duly authorized and existing corporation, that the Grantee is qualified to do business in the State of Texas, that the Grantee has full right and authority to accept the terms and conditions of this Special Privilege and that each and every person signing on behalf of the Grantee is authorized to do so. Upon the City's request, the Grantee will provide evidence satisfactory to the City confirming these representations.

**WITNESS THE FOLLOWING SIGNATURES AND SEALS:**

**THE CITY OF EL PASO**

\_\_\_\_\_  
Joyce A. Wilson  
City Manager

*(Signatures continued on following page)*

**ATTEST:**

\_\_\_\_\_  
Richarda Duffy Momsen  
City Clerk

**APPROVED AS TO FORM:**

\_\_\_\_\_  
Mark Shoesmith  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Ted Marquez, PE  
Assistant City Engineer

**ACCEPTANCE**

The attached instrument, with all conditions thereof, is hereby accepted this \_\_\_\_ day of \_\_\_\_\_, 2010.

**GRANTEE:** TEXAS TECH UNIVERSITY  
HEALTH SCIENCES CENTER EL PASO

By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ACKNOWLEDGEMENT**

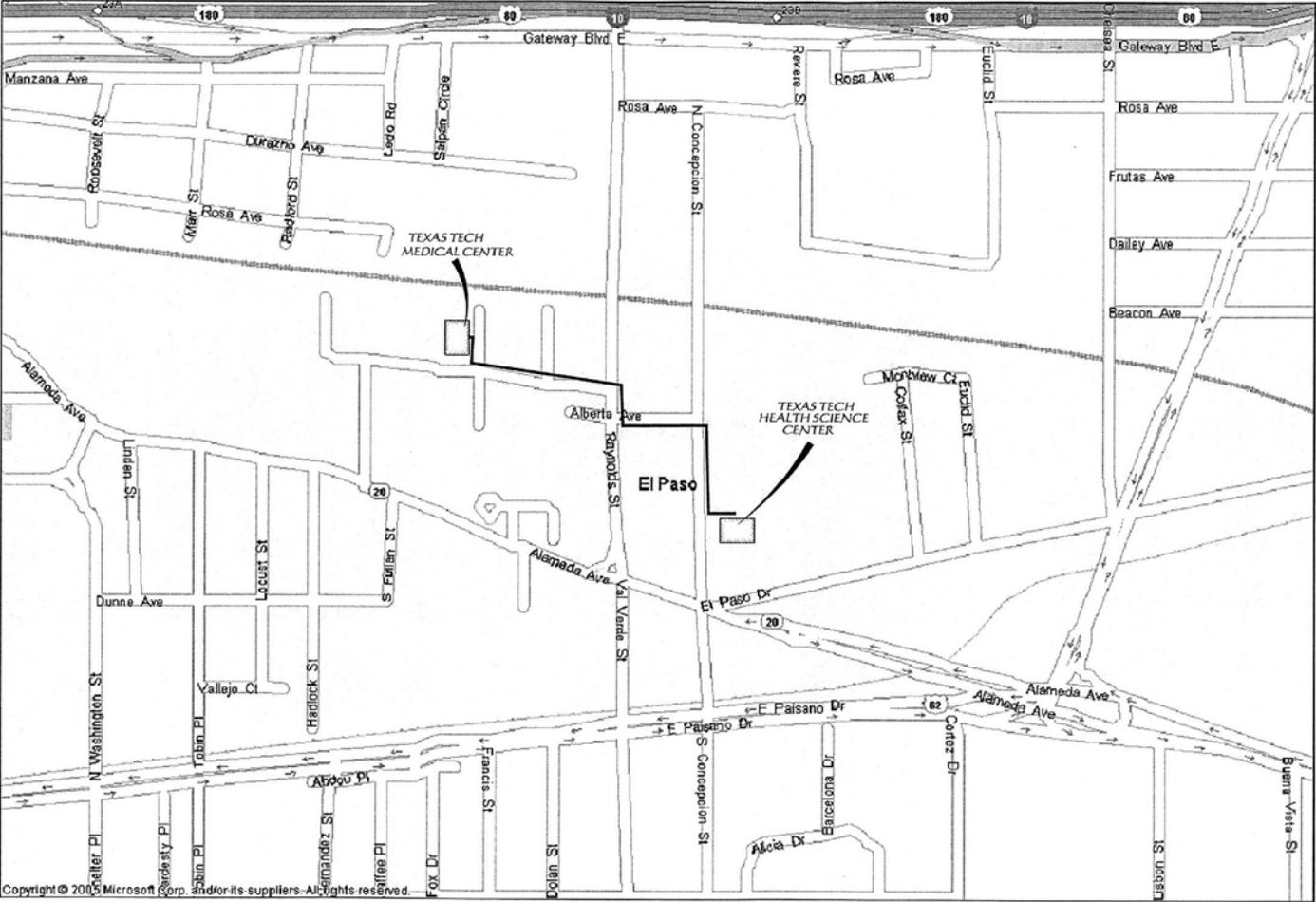
**THE STATE OF TEXAS     )**  
**COUNTY OF EL PASO     )**

This instrument is acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2010,  
by \_\_\_\_\_ on behalf of TEXAS TECH UNIVERSITY HEALTH  
SCIENCES CENTER EL PASO as Grantee.

\_\_\_\_\_  
Notary Public, State of Texas

\_\_\_\_\_  
Notary's Printed or Typed Name:

\_\_\_\_\_  
My Commission Expires:



Copyright © 2005 Microsoft Corp. and/or its suppliers. All rights reserved.

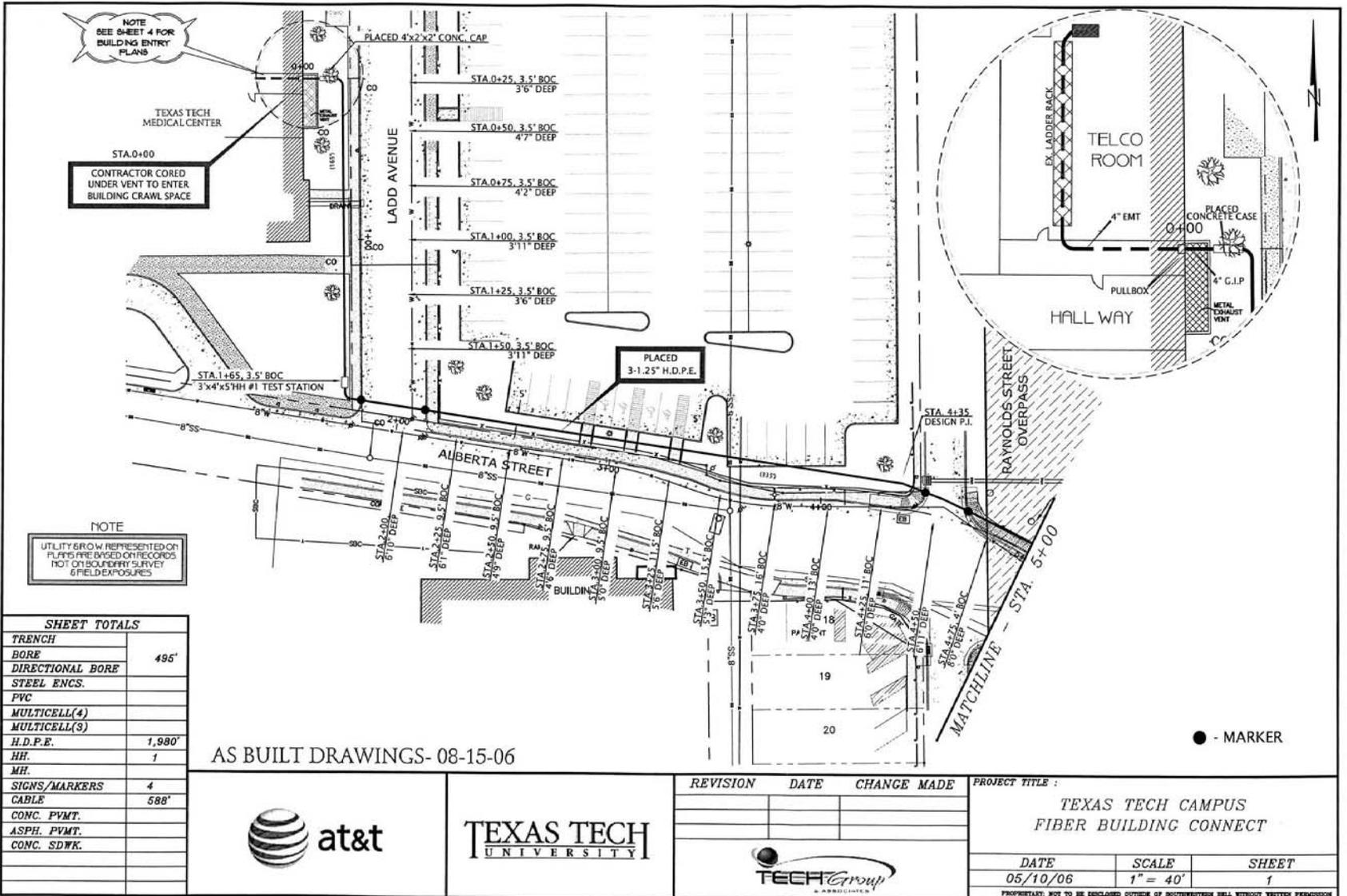
# TEXAS TECH CAMPUS FIBER CONDUIT PLAN

AS BUILT DRAWINGS- 08-15-06



EXHIBIT B  
PAGE 1 OF 8

SPL09-00018 & SPL09-00022



NOTE  
SEE SHEET 4 FOR  
BUILDING ENTRY  
PLANS

TEXAS TECH  
MEDICAL CENTER

STA.0+00

CONTRACTOR CORED  
UNDER VENT TO ENTER  
BUILDING CRAWL SPACE

NOTE

UTILITY BROW REPRESENTED ON  
PLANS ARE BASED ON RECORDS  
NOT ON BOUNDARY SURVEY  
FIELD EXPOSURES

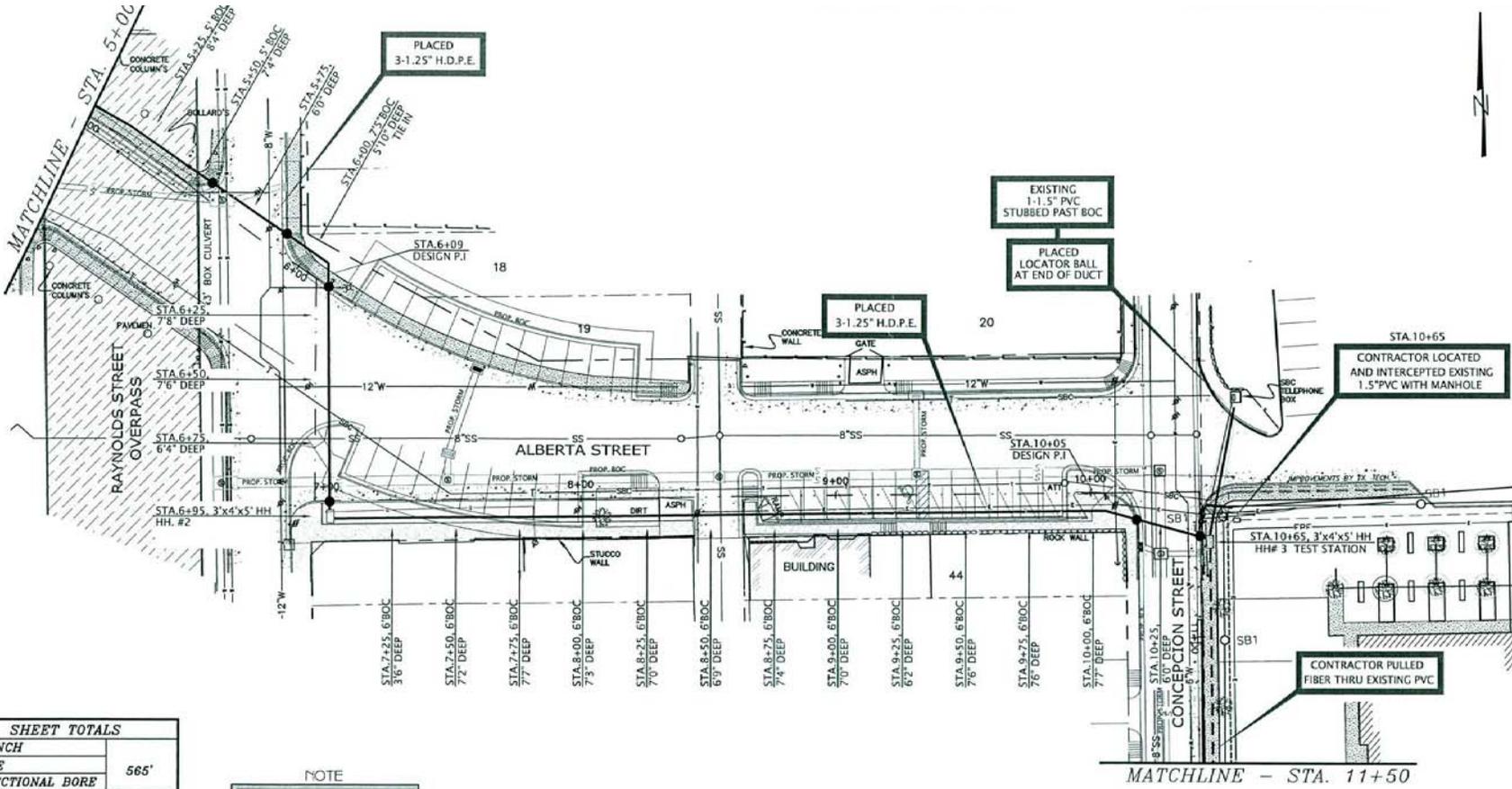
SHEET TOTALS	
TRENCH	
BORE	495'
DIRECTIONAL BORE	
STEEL ENCS.	
PVC	
MULTICELL(4)	
MULTICELL(9)	
H.D.P.E.	1,980'
HH.	1
MH.	
SIGNS/MARKERS	4
CABLE	588'
CONC. PVMT.	
ASPH. PVMT.	
CONC. SDWK.	

AS BUILT DRAWINGS- 08-15-06



REVISION	DATE	CHANGE MADE

PROJECT TITLE :		
TEXAS TECH CAMPUS FIBER BUILDING CONNECT		
DATE	SCALE	SHEET
05/10/06	1" = 40'	1
<small>PROPRIETARY. NOT TO BE DISCLOSED OUTSIDE OF SOUTHWESTERN BELL WITHOUT WRITTEN PERMISSION</small>		



SHEET TOTALS	
TRENCH	
BORE	565'
DIRECTIONAL BORE	
STEEL ENCS.	
PULL THRU	
MULTICELL(4)	
MULTICELL(3)	
H.D.P.E.	2,260'
HH.	1
MH.	1
SIGNS/MARKERS	6
CABLE	1,042'
CONC. PVMT.	
ASPH. PVMT.	
CONC. SDWK.	

NOTE  
 UTILITY & R.O.W. REPRESENTED ON  
 PLANS ARE BASED ON RECORDS  
 NOT ON BOULDER SURVEY  
 & FIELD EXPOSURES

AS BUILT DRAWINGS- 08-15-06

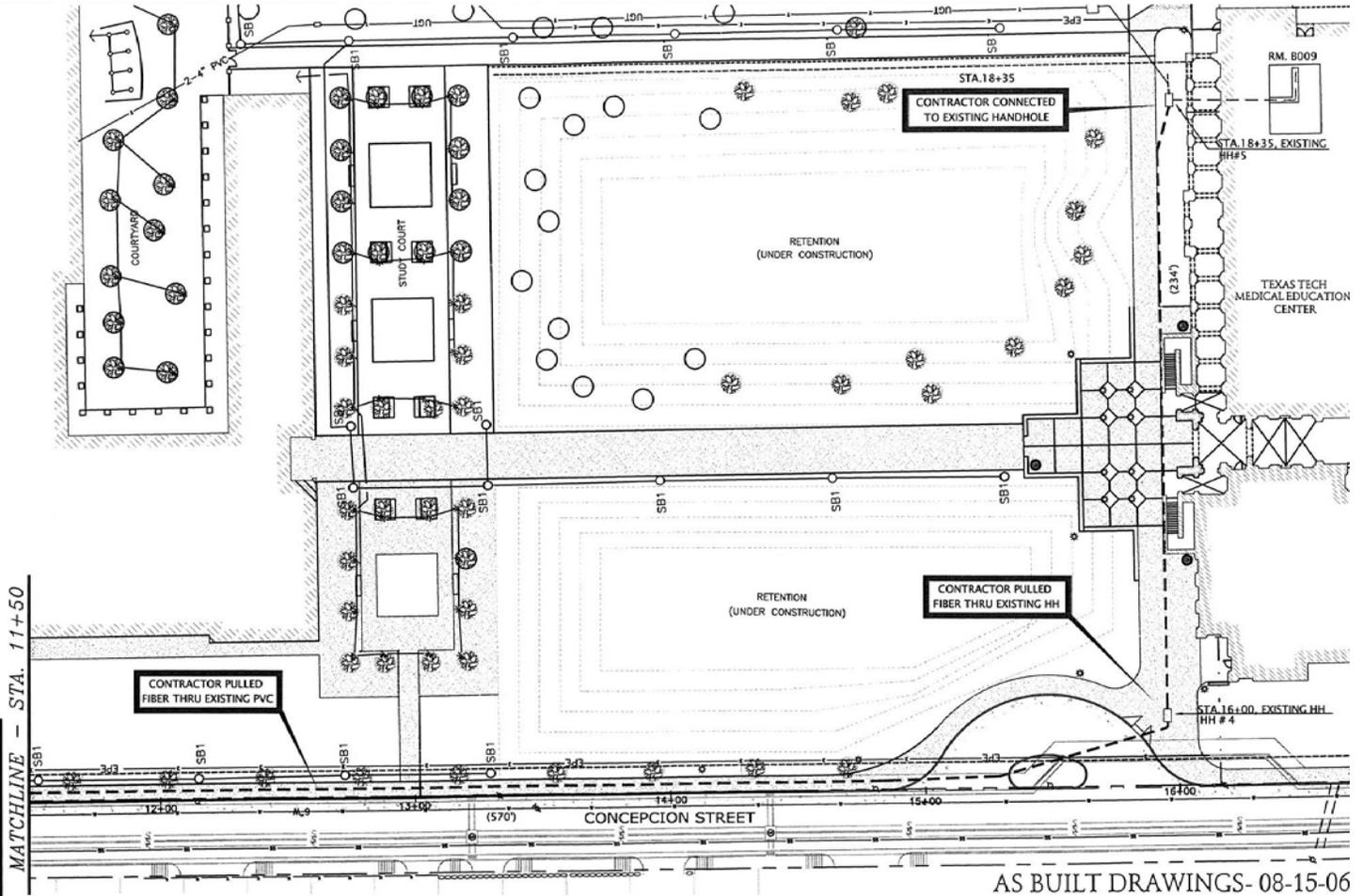


REVISION	DATE	CHANGE MADE

PROJECT TITLE :		
TEXAS TECH CAMPUS FIBER BUILDING CONNECT		
DATE	SCALE	SHEET
05/10/06	1" = 40'	2

PROVISIONAL. NOT TO BE DISCLOSED OUTSIDE OF SOUTHWESTERN BELL WITHOUT WRITTEN PERMISSION

NOTE  
UTILITY & ROW REPRESENTED ON PLANS ARE BASED ON RECORDS NOT ON BOUNDARY SURVEY & FIELD EXPOSURES



SHEET TOTALS	
TRENCH	
BORE	
DIRECTIONAL BORE	
STEEL ENCS.	
PULL THRU	686'
MULTICELL(4)	
MULTICELL(3)	
H.D.P.E.	
HH.	
MH.	
SIGNS/MARKERS	
CABLE	837'
CONC. PVMT.	
ASPH. PVMT.	
CONC. SDWK.	

AS BUILT DRAWINGS- 08-15-06



TEXAS TECH UNIVERSITY

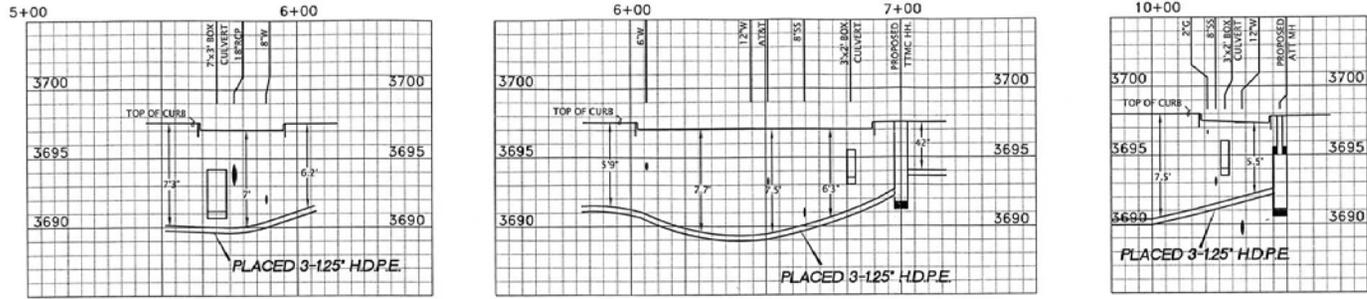


REVISION	DATE	CHANGE MADE

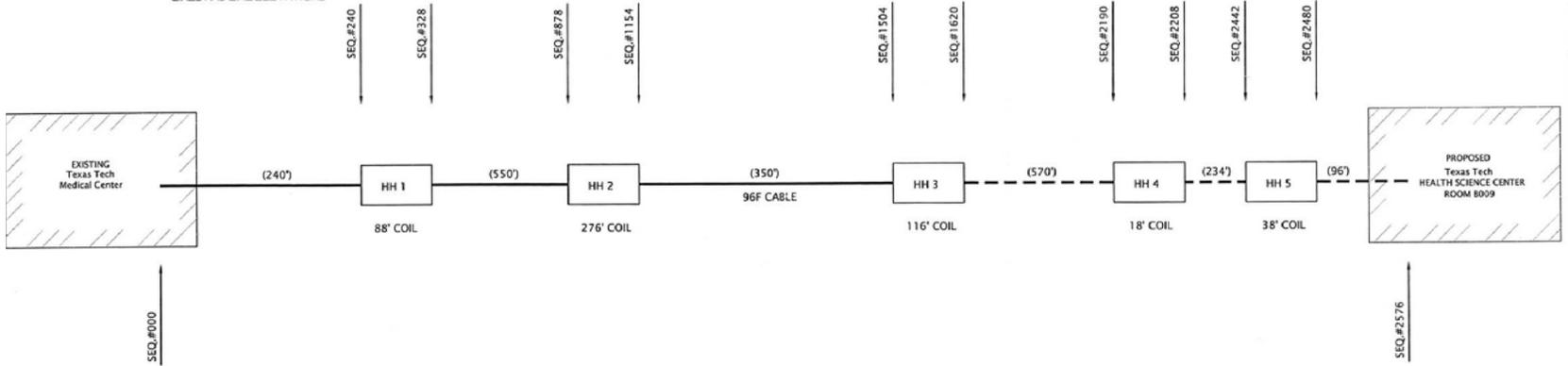
PROJECT TITLE :		
TEXAS TECH CAMPUS FIBER BUILDING CONNECT		
DATE	SCALE	SHEET
05/10/06/10/05	1" = 40'	3
PROPRIETARY. NOT TO BE DISCLOSED OUTSIDE OF SOUTHWESTERN BELL WITHOUT WRITTEN PERMISSION		

EXHIBIT B  
PG 4 OF 8

# FIBER SCHEMATIC



NOTE: DUCT IS CLOSE TO PROPOSED BOX CULVERT - APPROXIMATELY 12\"/>



AS BUILT DRAWINGS- 08-15-06

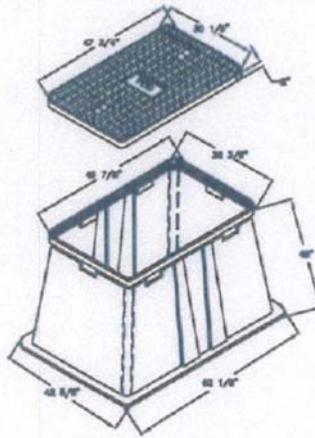


REVISION	DATE	CHANGE MADE

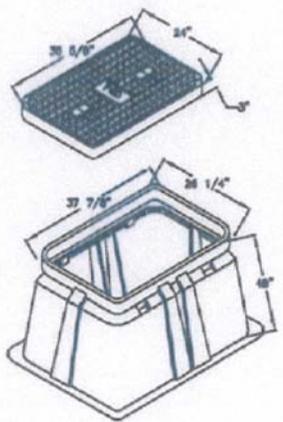
PROJECT TITLE :		
TEXAS TECH CAMPUS FIBER BUILDING CONNECT		
DATE	SCALE	SHEET
05/10/06	1" = 40'	4

EXHIBIT B  
PG 5 of 8

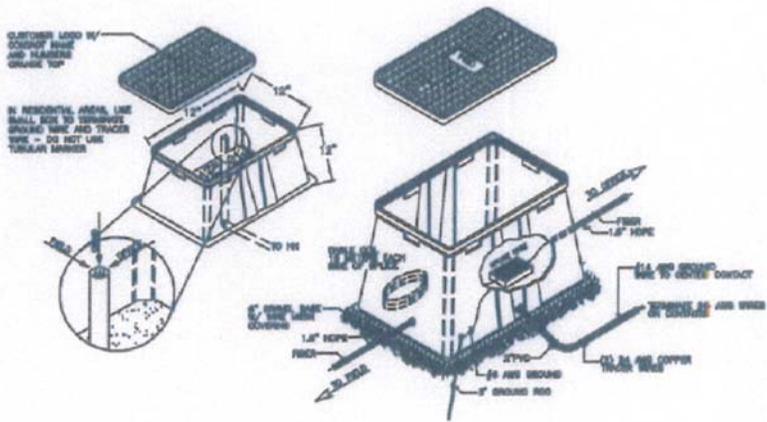
SPL09-00018 & SPL09-00022



30" x 48" x 48" PRE-CAST  
HANDHOLE  
w/ H2O COVER



24" x 36" x 48" PRE-CAST  
HANDHOLE  
w/ H2O COVER



30" x 48" x 48" PRE-CAST  
HANDHOLE  
w/ H2O COVER

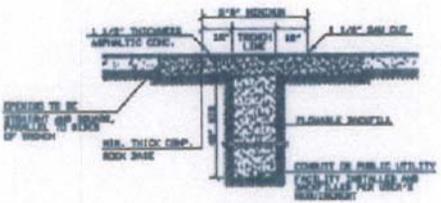


EXHIBIT NO. 1

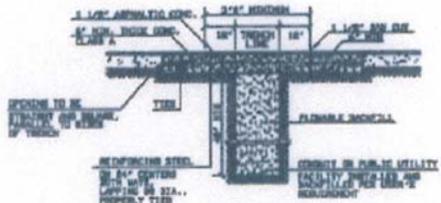


EXHIBIT NO. 2

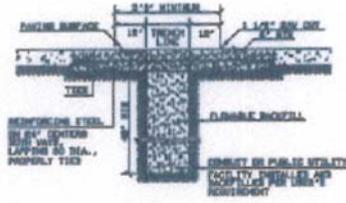


EXHIBIT NO. 3

TRENCH RESTORATION - TYPICALS



REVISION	DATE	CHANGE MADE

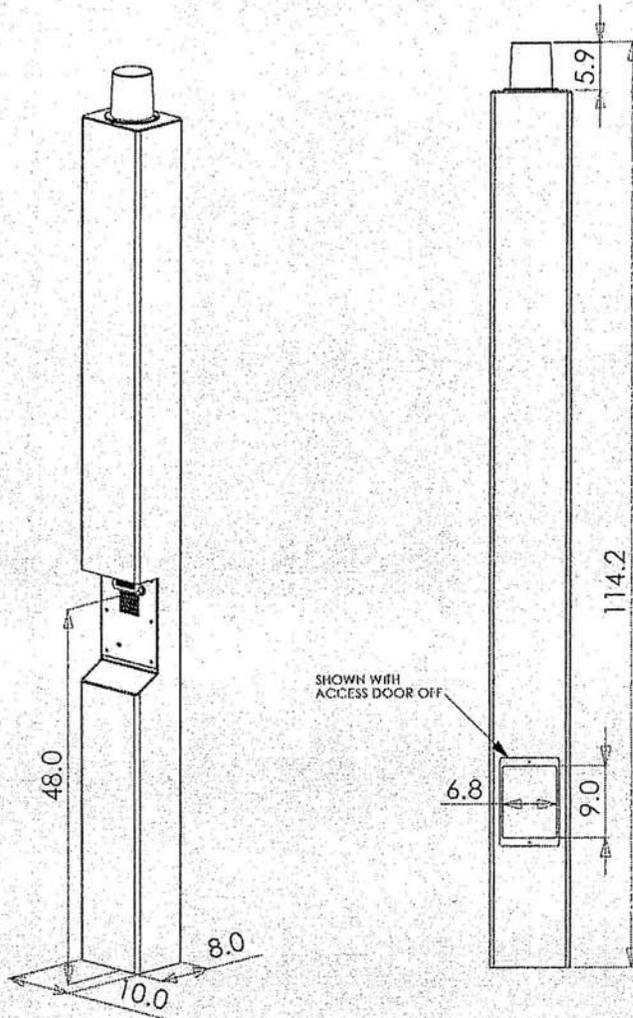


PROJECT TITLE:			
Texas Tech University HSC - El Paso			
DATE	SCALE	SHEET #	DRAW#
09/03/06	N.T.S		

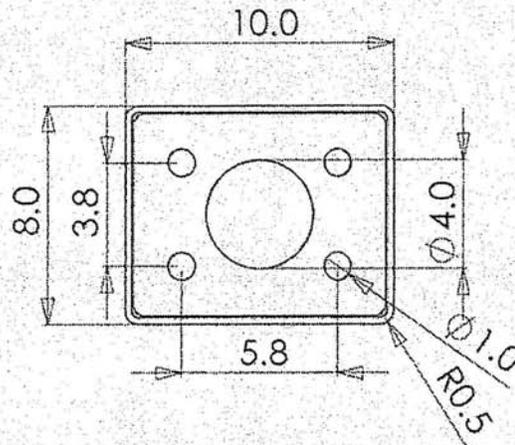
#05080

# ETP-MT – Emergency Phone Tower

## Dimensions



## Footprint Dimensions



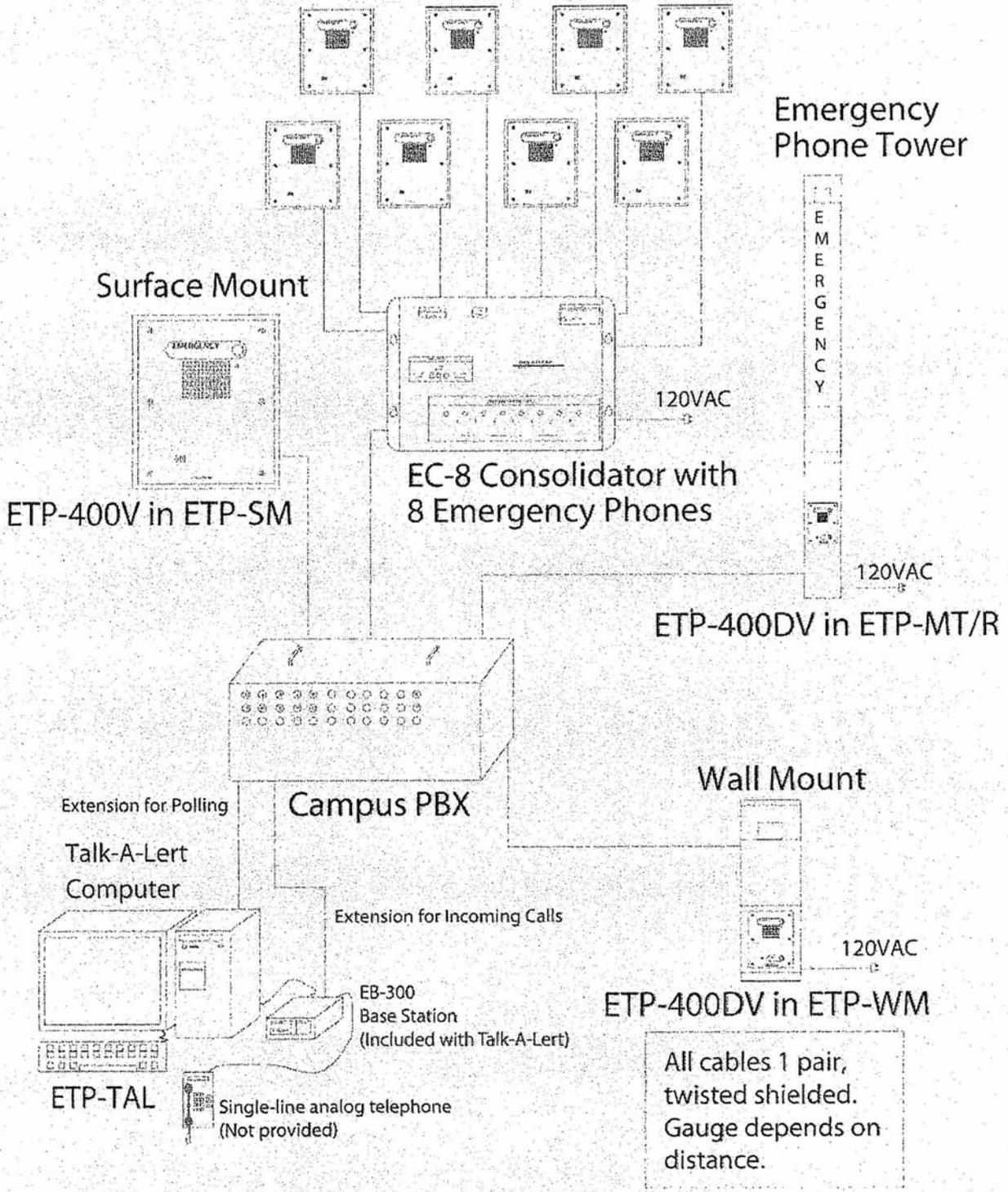
All dimensions are in inches

EXHIBIT B  
PG. 7 OF 8

SPL09-00018 & SPL09-00022

# ETP-TAL – Talk-A-Lert®

## Sample Layout



**EXHIBIT B**  
**PG 8 of 8**

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 University Health Sciences Center El Paso (“Tech”) has submitted an application to request permission from the City of El Paso to encroach onto portions of public rights-of-way with a fiber optic cable system which consists of four (4) one and one-quarter inch (1.25”) subsurface conduits along portions of Raynolds Street, Concepcion Street, and Alberta Avenue and one two-foot by two-foot emergency telephone located adjacent to Alberta Avenue; and

Tech 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 Tech under the Texas Tort Claims Act is limited to money damages in a maximum amount of \$250,000 for each person and \$500,000 for each single occurrence for bodily injury or death and \$100,000 for each single occurrence for injury to or destruction of property.

In order to receive approval of their application, Tech 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: \_\_\_\_\_

Printed Name: J. Manuel de la Rosa, M.D.

Title : Regional Dean

(Acknowledgement appears on the following page)

**EXHIBIT C  
PG 1 OF 2**

**ACKNOWLEDGEMENT**

STATE OF TEXAS        )  
                                  )  
COUNTY OF EL PASO    )

This instrument is acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2010, by **Jose Manuel De La Rosa, M.D.** on behalf of Texas Tech University Health Sciences Center El Paso.

\_\_\_\_\_  
Notary Public, State of Texas

\_\_\_\_\_  
Notary's Printed or Typed Name

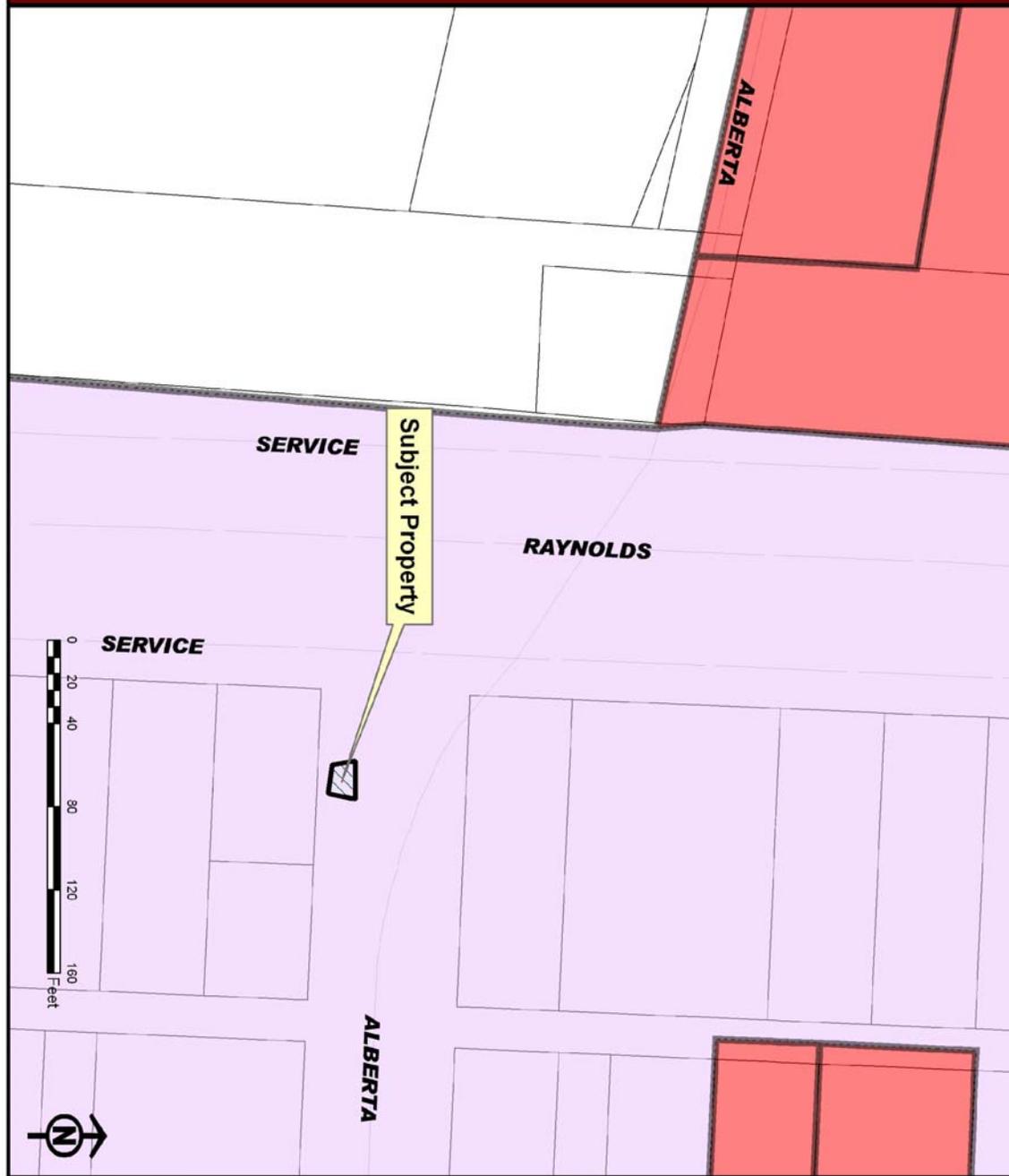
\_\_\_\_\_  
My Commission Expires:

**EXHBIT C  
PG 2 OF 2**

**SPL09-00018 & SPL09-00022**

LOCATION MAP

SPL09-00018



LOCATION MAP

SPL09-00022

