

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

DEPARTMENT: Engineering and Construction Management

AGENDA DATE: March 27, 2012

CONTACT PERSON NAME AND PHONE NUMBER: R. Alan Shubert, P.E., City Engineer (X4423)

DISTRICT(S) AFFECTED: All

SUBJECT:

That the City Manager be authorized to sign a 50 Year License For Public Use of District Real Property (License L-1300) with the El Paso County Water Improvement District No. 1 ("EPCWID1") which grants a license to the City of El Paso to reconstruct, operate, install, maintain, inspect, repair, replace, or remove any and all streets currently crossing EPCWID1 facilities within the City Limits, for a total License fee of ONE MILLION SIX HUNDRED EIGHT THOUSAND SEVEN HUNDRED EIGHTY DOLLARS AND NO/100 (\$1,608,780.00) payable in three (3) annual installments.

BACKGROUND / DISCUSSION:

The City of El Paso entered into a License Agreement with The United States Department of the Interior Bureau of Reclamation, Rio Grande Project – New Mexico-Texas, on December 6, 1960. The License Agreement gave the City license to construct street crossings over the canal, lateral, and drainage systems within the city limits of El Paso. The 50 year license agreement expired in December 2010.

The new License Agreement will replace the expired license agreement and addresses all streets currently crossing EPCWID 1 facilities within the City Limits. Any future crossings will need to be addressed separately.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

Funding source(s) is/are:

Certificates of Obligation

BOARD / COMMISSION ACTION:

N/A

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

DEPARTMENT HEAD:



(If Department Head Summary Form is initiated by Purchasing, client department should sign also)
Information copy to appropriate Deputy City Manager

RESOLUTION

THAT the City Manager be authorized to sign a 50 Year License For Public Use of District Real Property (License L-1300) with the El Paso County Water Improvement District No. 1 ("EPCWID1") which grants a license to the City of El Paso to reconstruct, operate, install, maintain, inspect, repair, replace, or remove any and all streets currently crossing EPCWID1 facilities within the City Limits, for a total License fee of ONE MILLION SIX HUNDRED EIGHT THOUSAND SEVEN HUNDRED EIGHTY DOLLARS AND NO/100 (\$1,608,780.00) payable in three (3) annual installments.

ADOPTED this _____ day of _____, 2012.

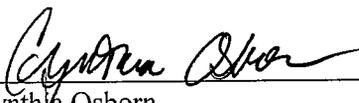
CITY OF EL PASO

John F. Cook
Mayor

ATTEST:

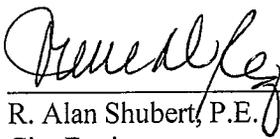
Richarda Duffy-Momsen
City Clerk

APPROVED AS TO FORM:



Cynthia Osborn
Assistant City Attorney

APPROVED AS TO CONTENT:



for R. Alan Shubert, P.E.
City Engineer

LICENSE FOR PUBLIC-USE OF DISTRICT REAL PROPERTY

**The City of El Paso –Streets Crossing El Paso County Water Improvement
District No. 1 Facilities within the City Limits**

This License is entered into between the El Paso County Water Improvement District No. 1, a political subdivision of the State of Texas existing pursuant to Article XVI, Section 59, of the Constitution of the State of Texas (“District”), and The City of El Paso (“Licensee”), a home-rule municipal corporation.

WITNESSETH

In consideration of the mutual covenants and agreements of this License and other good and valuable consideration, the parties agree as follows:

1.0 PURPOSE OF LICENSE

Subject to the terms and conditions described herein, this License is for the sole purpose of the Licensee’s use to reconstruct, operate, install, maintain, inspect, repair, replace, or remove streets crossing canal, lateral, and drainage systems as shown in the “City Street Crossing List” attached as Exhibit “A” and collectively referred to as Easement which is fully incorporated herein by this reference. The purpose of the Easement is limited to the construction of, and use as, a public road on the surface only and shall not extend to the use by any utility except as may be required by law. Any substantial or significant addition or changes to the use set forth in the application for this License may require administrative review and a reasonable fee for such review.

2.0 TERM OF LICENSE

The term of this License shall be for fifty (50) years commencing on January 1, 2012, (the Commencement Date) and expiring at midnight December 31, 2062, (the Expiration Date).

3.0 CONSIDERATION

This License is granted for good and valuable consideration including Licensee’s payment to District of the sum of \$1,608,780.00, payable in three (3) annual installments, with the first installment payable upon execution of this License, the second installment due October 1, 2012, and the last installment due October 1, 2013. The balance after the first installment shall be increased for each succeeding year for inflation, until the third installment is paid in full, by multiplying the balance by the ratio of CPI_2 / CPI_1 where CPI_1 equals 218.056 and is the annual average U.S. Bureau of Labor Statistics Consumer Price Index (All items, 1982-84=100-CUUR0000SA0) for the year 2010 and CPI_2 is the

index for the year immediately prior to the current year. For example, if the year is 2012 and the 2011 CPI is 224.939, then the balance on October 1, 2012, would be \$1,072,520.00 x 224.939/218.056 or \$1,106,374.40.

4.0 LICENSE RENEWAL

Licensee may request that the District renew this License for a fifty (50) year term so long as Licensee has not breached the terms and conditions of this License during the initial term. Licensee shall make such request by written notice to the District at least sixty (60) days prior to the Expiration Date. Prior to the effective date of any renewal of this License, Licensee shall pay to the District a fee to be negotiated by the District and Licensee. **THE DISTRICT RETAINS THE RIGHT TO DENY ANY REQUEST TO RENEW THIS LICENSE FOR ANY REASON.** Nothing in this License shall prevent Licensee from exercising its eminent domain powers.

5.0 RIGHT OF INGRESS AND EGRESS

The District grants to Licensee the right of ingress and egress to the Easement for the purposes identified in this License in Section 1.0 set out above, provided that the Licensee shall not disturb or interfere with District's use of the Easement or any other property of District, including without limitation any surface, subsurface or aerial portions.

6.0 COORDINATION OF CONSTRUCTION

6.1 Licensee agrees to give notice to the District and coordinate with the District's Maintenance Supervisor forty-eight (48) hours prior to any construction by Licensee, its agent(s) or contractor(s) on the Easement. To the extent any construction on the Easement may have already commenced, the District shall have the right to inspect and review such construction to determine whether the same meets the District's Design Standards in effect at the time such inspection or review is done by the District. If the District determines that any part of such construction does not meet the District's Design Standards, then within twenty-one (21) calendar days after written notification from District, the Licensee shall modify or reconstruct any such construction in a manner consistent with the District's Design Standards, as well as applicable federal, state, local laws, and the National Electrical Safety Code (NESC) standards.

6.2 If the District determines that any part of such construction does not comply with the Application To Use District Property submitted by Licensee, does not meet the District's Design Standards, or interferes with the operation, maintenance or administration by the District of its facilities, the District shall have the right to order, on not less than three (3)

hours written notice from the District's General Manager, that all construction cease until corrective action taken by Licensee, its contractors or agents which, in the sole and absolute judgment of the District's licensed engineer, is adequate to remedy the problem cited for the work stoppage.

7.0. OPERATING RULES AND LAWS

Licensee represents, warrants, and agrees that it will conduct its activities on the Easement in compliance with all applicable environmental laws, ordinances, rules, regulations and policies and shall comply with all federal, state and local laws, ordinances, rules, regulations and policies applicable to its construction and operations under this License.

8.0 CULTURAL VALUES

Should evidence of historical, archeological, or paleontological sites be discovered in the course of Licensee's construction or use of the Easement, Licensee shall immediately suspend construction or operations and advise the District. Licensee acknowledges the existence of an agreement between the District and the State of Texas and/or the State Historical Preservation Officer for the State of Texas and accepts this License subject to all provisions of such agreement.

9.0 CONCEALED CONDITIONS OR OBSTACLES

Licensee accepts the Easement in its existing condition. Except to the extent liable under the Texas Tort Claims Act, District shall not be responsible for any condition (open or concealed), defects, or obstacles encountered by Licensee, and District makes no warranties or representations related to any condition of the Easement. .

10.0 INTERFERENCE PROHIBITED

Licensee's activities shall be conducted so as not to interfere with the operation, maintenance or administration by District of its water improvement district and its facilities. Licensee shall reimburse District for any documented repairs, maintenance or expense required or incurred by District, which repair, maintenance, or expense is caused by Licensee's activities on the Easement. Licensee shall make such reimbursement within 30 days after written notice to Licensee.

11.0 USE LIMITATION

11.1 Use of the Easement by Licensee is limited to those uses specified in this License. This License (a) does not grant any rights to water; and (b) does not allow Licensee to

restrict entry or use by District, its agents, servants, employees, constructors, or invitees to the Easement, or any surface, subsurface or aerial portions of it.

11.2 Licensee shall never dedicate, grant, or convey any right to this Easement to a third party without the prior written consent of District. Any dedication, grant, or conveyance of any right to this Easement by the Licensee, including but not limited to, dedication, grant, or conveyance of a public highway, street, or roadway, without the prior written consent of District shall not be valid and shall constitute a breach of the obligations imposed upon Licensee under this License and entitle District to invoke any remedy District may have under the terms of this License or otherwise by law.

12.0 INDEMNITY AND INSURANCE

12.1 To the maximum extent allowable by law, Licensee agrees to indemnify and hold the District and its officers, directors, employees, engineers, attorneys, and agents harmless from any and all liability, loss, claims, demands or actions arising out of or resulting from injury to or death of persons, or damage to or loss of property, including environmental damage, in connection with Licensee's use of or presence on the Easement; but in each instance, only to the extent the liability, loss, claim, demand, or action is determined attributable to Licensee's negligence, gross negligence, strict liability in tort or willful misconduct. This provision shall survive the expiration or earlier termination of this License.

12.2 At all times during the term of this License, Licensee agrees to procure and maintain in force, at its expense, a commercial general liability insurance policy adequate to protect District against liability for damage claims through use of or arising out of accidents occurring in and around the Easement, in minimum coverage amounts acceptable to District. Such insurance policy shall name District as an additional insured and contain a provision or endorsement that the coverage afforded will not be canceled, materially changed or renewal refused until at least 30 days' prior written notice has been given to District. Licensee shall provide to District, at the time this License is presented for approval by District's governing body, a certificate evidencing such insurance coverage. Licensee shall ensure that District is furnished evidence, satisfactory to District, upon request of such insurance during the term of this License. If the Licensee is a governmental entity and is self-insured, then at all times during the term of this License, Licensee agrees to self insure against liability for damage claims through use of or arising out of accidents occurring in and around the Easement in minimum amount of coverage amounts acceptable to the District. Licensee shall provide to District, at the time this License is presented for approval by District's governing body, a letter evidencing such self insurance coverage. Licensee shall ensure that District is furnished

evidence, satisfactory to District, upon request of such insurance each year during the term of this License. The insurance requirements contained herein are not intended nor shall inure to the benefit of any third party.

12.3 District shall have no liability to Licensee for any damage to Licensee's property on the Easement, and Licensee shall hold District, its officers, directors, employees, engineers, attorneys, and agents harmless from any claim, damage, or demand resulting from such damage.

13.0 MAINTENANCE

13.1. Licensee shall be responsible for any and all maintenance associated with Licensee's use of its facilities in the Easement. Such maintenance shall include, but not be limited to: (a) repair and upkeep of the Easement and Licensee's facilities located thereon; (b) removal of deposited sediment, trash, weeds, and other debris from within the Easement; (c) control of vectors and other pests associated with the Easement and Licensee's facilities located thereon. Such maintenance shall be conducted by Licensee as needed, annually or on written request by District, between the end of each irrigation season and December 31, or at other times upon written notification by District or Licensee. Such maintenance shall not interfere in any manner whatsoever with the construction, operation, and maintenance of any part of District's facilities or the Rio Grande Reclamation Project. District shall be notified at least forty-eight (48) hours in advance of any planned maintenance, unless under emergency conditions when notification shall be timely. Any violation by Licensee of its maintenance obligation as set forth in this section shall constitute a breach of this License by Licensee and shall entitle District to invoke any and all remedies provided under this License or otherwise by law.

13.2 Damage to District's Facilities within the Easement. In addition to all other remedies provided under this License and by law to District, Licensee shall repair or reimburse the District for the repair costs and any other actual damages to the District's facilities within the Easement, which damages are caused by Licensee's maintenance, operation, or use of the Easement, whether or not such damages are caused by Licensee's negligence or Act of God.

14.0 NO WARRANTY OF TITLE

District makes no warranties or representations of title or interest in the Easement or legal authority to make this License. This License is granted only to the extent of District's interest, if any, in the Easement and is subject to all prior and existing leases, easements, licenses, and other rights of use pertaining to the site of the Easement.

15.0 DEFAULT

In the event of any breach by Licensee in the performance of any term or condition of this License which breach continues for thirty (30) days after written notice from District of such breach, District may declare a default and terminate this License without further notice, and/or invoke any other remedy provided by this license or law or equity, including without limitation, injunctive relief and damages without refund of any consideration or of any amounts previously paid to District by Licensee.

16.0 USE OF EASEMENT BY DISTRICT

District retains and reserves all right, title and interest in the Easement and in the site of the Easement, and shall continue to enjoy the use of the Easement, including all surface, subsurface and aerial portions, for any and all purposes not inconsistent with the use granted to Licensee by this License. District shall have the right to use the Easement without payment to Licensee.

17.0 NOTICES

17.1 All notices, requests, demands, and other communications required by or made in connection with this License shall be in writing and shall be deemed given in personally delivered or mailed, certified mail, return receipt requested, or sent by overnight carrier to the following addresses:

If to Licensee, to:

The City of El Paso
2 Civic Center Plaza, 4th Floor of City Hall
El Paso, Texas 79901
Phone (915) 541-4200
Fax (915) 541-4441

If to District, to:

General Manager
El Paso County Water Improvement District No. 1
P.O. Box 749
Clint, Texas 79836-0749
Phone (915) 872-4000
Fax (915) 851-0816

17.2 Any notice given in accordance with this Section shall be deemed received upon receipt if by personal delivery, two (2) days after deposit in the U.S. Mail if sent certified mail, or the following business day if sent by overnight carrier.

17.3 District and Licensee shall promptly notify the other party of any changes in address, telephone number or facsimile number.

18.0 EXPIRATION OR TERMINATION

18.1 Within sixty (60) days after expiration or termination of this License, Licensee shall remove all of the Licensee's facilities from the Easement and shall restore the site of the Easement to the condition that such Easement existed at the commencement of this License or to a condition that is reasonably close to the condition that such Easement existed at the commencement of this License and is approved in writing by the District. Upon Licensee's failure to remove its facilities from the Easement within sixty (60) days after the expiration, termination, or revocation of this License, Licensee shall pay District for all of District's expenses related to removal of the facilities.

18.2 Any illegal use of or illegal activity by the License on the Easement or the site of the Easement shall be cause for immediate termination of this License.

19.0 ENTIRE AGREEMENT

This License contains the entire agreement between the parties and supersedes previous agreements or licenses, if any, relating to the subject matter of this License. Any oral representations or modifications concerning this License shall be of no force and effect. Any subsequent amendment or modification must be in writing and agreed to by the parties.

20.0 ASSIGNMENT

The Licensee may assign this License to any successor to the Licensee whether by merger, consolidation, sale of assets, or otherwise; provided that successor shall be bound by and comply with the terms of this License, that the successor is in good standing with the District, and that the Licensee first obtain the written approval of the District.

21.0 TEXAS LAW TO APPLY

This License is to be construed under Texas law. Venue for any suit brought on this License by either party shall be El Paso County, Texas in a court of competent jurisdiction.

22.0 SEVERABILITY

If any one or more of the provisions contained in this License are for any reason held to be invalid, illegal, or unenforceable in any respect, the invalidity, illegality, or unenforceability will not affect any other provision of this License, which will be construed as if it had not included the invalid, illegal, or unenforceable provision, provided such provision or provisions are not essential to the substance of this License. If such provision or provisions are essential to the substance of this License, this License shall be deemed null and void, and there shall be no refund of any consideration paid in connection with this License.

23.0 RIGHTS AND REMEDIES CUMULATIVE

The rights and remedies provided by this License are cumulative, and either party's use of any right or remedy will not preclude or waive its right to use any other remedy. The rights and remedies are given in addition to any other rights the parties may have by law, statute, ordinance or otherwise.

24.0 ATTORNEY'S FEES

If, as a result of either party's default under this License, the other party employs an attorney or attorneys to enforce its rights under this License, then the party adjudged to be in default will pay the other party the reasonable attorney's fees and costs incurred to enforce the License.

25.0 TITLES

The titles of the articles, paragraphs, and sections of this License are intended for the convenience of the parties and shall have no effect and shall neither limit nor amplify the provisions of this License.

26.0 RECORDING OF LICENSE

The District may record this License with the Real Property Records of El Paso County, Texas.

27.0 APPLICATION TO USE DISTRICT REAL PROPERTY

This License is granted, in part, based in the reliance on the information supplied and the interpretation made by the Licensee to the District in the Licensee's "Application to Use District Property" and that such information was true and correct. Should any part of such information be determined by the District to be incorrect or wrong, this License may be reevaluated by the District. If this License, based on the correct information, is found by

the District to be detrimental to the District interests, then the Licensee may be determined by the District to be in breach and invoke the provisions of Section 15 of this License.

28.0 DISCHARGE OF NON-AGRICULTURAL STORM WATER OR RUNOFF

This license does not permit the discharge of any kind into the District's drainage or irrigation canals or other facilities. Such prohibited discharges included, but are not limited to, non-agricultural storm water, runoff from non agricultural land, groundwater, effluent, sewage, or chemicals of any kind, with the single exception that if the location of the easement in consideration under this License is within the City of El Paso's Extra Territorial Jurisdiction, and the Licensee plans on discharging storm water runoff, the Licensee must obtain written permission from the City of El Paso for the term of this License to discharge storm water and the Licensee must provide a copy of such permission to the District. All types of discharge other than storm water permitted and approved by the City of El Paso are prohibited and any other discharge by the Licensee shall be reasons for immediate termination, without notice, of this License by the District.

29.0 ADEQUACY OF FACILITIES

By executing this License, the Licensee acknowledges that District makes no warranty, promises, or conditions regarding the adequacy of the District's facilities, including but not limited to the District's drainage and irrigation canals, to convey water, including storm water runoff or flood water. The Licensee further acknowledges that during flooding water may flow from the District facilities and flood the easement under considered under this license, the Licensee's land, property, and/or facilities, and to the maximum extent allowable by law, Licensee agrees to indemnify and hold the District and its officers, directors, employees, engineers, attorneys, and agents harmless from any and all liability, loss, claims, demands or actions arising out of or resulting from injury to or death of persons, or damage to or loss of property, including environmental damage, in connection with any flooding or storm water that may result, in part or in full, because of the Licensee use of the easement considered under this License.

30.0 CONSTRUCTION CONTRACTOR

Licensee shall incorporate the terms and conditions of this License in any construction contract applicable to this License. Any contractor employed by Licensee shall, in its contract with Licensee, expressly assume performance of the work subject to the terms and conditions of this License.

IN WITNESS WHEREOF, the parties have executed this License in duplicate counterparts, each of which has the full force and effect of an original. This License is effective as of January 1, 2012.

El Paso County Water Improvement District No. 1

By: _____ Date: _____

JOHNNY STUBBS
President, Board of Directors

Licensee: The City of El Paso

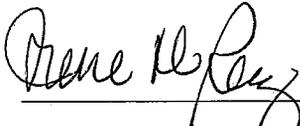
Joyce Wilson, City Manager

APPROVED AS TO FORM:



Cynthia S. Osborn
City Attorney

APPROVED AS TO CONTENT:



for R. Alan Shubert, P.E.
City Engineer

| CITY OF EL PASO STREET CROSSING LIST JANUARY 2012 | | | | | | | | |
|---|------------------|------------------|-------------|----------------|-------------|------------|--------|----|
| EPCWID Facility | Street | City Street (ft) | EPCWID (ft) | Easement (sf) | Annual (\$) | 50 Yr (\$) | Xing # | |
| | | ROW | ROW | Square Footage | | 50 | | |
| | | | | | | | 1 | |
| Nemexas Drainage Canal | Borderland | 40 | 130 | 5200 | 208.00 | 10,400.00 | 1 | |
| | Gomez Rd. | 40 | 130 | 5200 | 208.00 | 10,400.00 | 2 | |
| | Timber Oaks | 60 | 160 | 9600 | 384.00 | 19,200.00 | 3 | |
| | Meadowlark | 45 | 160 | 7200 | 288.00 | 14,400.00 | 4 | |
| | Sunset | 50 | 120 | 6000 | 240.00 | 12,000.00 | 5 | |
| | Lazy Willow Dr | 70 | 160 | 11200 | 448.00 | 22,400.00 | 6 | |
| | | | | | | | | |
| Montoya Main Lateral | Montoya Rd. | 40 | 60 | 2400 | 96.00 | 4,800.00 | 7 | |
| | Oleaster Dr. | 50 | 60 | 3000 | 120.00 | 6,000.00 | 8 | |
| | Redd Rd. | 90 | 60 | 5400 | 216.00 | 10,800.00 | 9 | |
| | Mulberry Rd. | 60 | 60 | 3600 | 144.00 | 7,200.00 | 10 | |
| | Country Club Rd. | 60 | 60 | 3600 | 144.00 | 7,200.00 | 11 | |
| | Love Rd. | 60 | 60 | 3600 | 144.00 | 7,200.00 | 12 | |
| | Lombardy Ave | 50 | 60 | 3000 | 120.00 | 6,000.00 | 13 | |
| | Sunset Rd. | 50 | 60 | 3000 | 120.00 | 6,000.00 | 14 | |
| | Belva Rd. | 50 | 60 | 3000 | 120.00 | 6,000.00 | 15 | |
| | Bird Way Rd. | 50 | 60 | 3000 | 120.00 | 6,000.00 | 16 | |
| | Frontera Rd. | 60 | 60 | 3600 | 144.00 | 7,200.00 | 17 | |
| | Sunland Park Rd. | 135 | 60 | 8100 | 324.00 | 16,200.00 | 18 | |
| | Lindbergh | Paid thru 2060 | | | | | | 19 |
| | | | | | | | | |
| Montoya Lateral Branch "A" | Country Club Rd. | 60 | 40 | 2400 | 96.00 | 4,800.00 | 20 | |
| | Camino Real Ave. | 40 | 40 | 1600 | 64.00 | 3,200.00 | 21 | |
| | Linda Ave. | 40 | 40 | 1600 | 64.00 | 3,200.00 | 22 | |
| | Woodland Ave. | 50 | 40 | 2000 | 80.00 | 4,000.00 | 23 | |
| | Rinconada Ave. | 50 | 40 | 2000 | 80.00 | 4,000.00 | 24 | |
| | Meadowlark Dr. | 50 | 40 | 2000 | 80.00 | 4,000.00 | 25 | |
| | Sunset Rd. | 50 | 40 | 2000 | 80.00 | 4,000.00 | 26 | |
| | Lindbergh | Paid thru 2060 | | | | | | 27 |

Exhibit A

| EPCWID Facility | Street | City Street (ft) | EPCWID (ft) | Easement (sf) | Annual (\$) | 50 Yr (\$) | Xing # |
|---|------------------|------------------|-------------|---------------|-------------|------------|--------|
| Montoya Lateral Branch "B" | Country Club Rd. | 60 | 40 | 2400 | 96.00 | 4,800.00 | 28 |
| | Sunset | 50 | 40 | 2000 | 80.00 | 4,000.00 | 29 |
| Montoya Lateral Branch "C" | River Bend Dr. | 60 | 40 | 2400 | 96.00 | 4,800.00 | 30 |
| | Boy Scout Ln. | 40 | 40 | 1600 | 64.00 | 3,200.00 | 31 |
| | Gary Ln. | 25 | 40 | 1000 | 40.00 | 2,000.00 | 32 |
| | Frontera | 40 | 40 | 1600 | 64.00 | 3,200.00 | 33 |
| Montoya Lateral Branch "D" | Country Club Rd. | 50 | 40 | 2000 | 80.00 | 4,000.00 | 34 |
| Montoya Drainage Canal | Montoya Rd. | 40 | 120 | 4800 | 192.00 | 9,600.00 | 35 |
| | Country Club Rd. | 60 | 120 | 7200 | 288.00 | 14,400.00 | 36 |
| | Lombardy | 40 | 120 | 4800 | 192.00 | 9,600.00 | 37 |
| | Sunset | 50 | 120 | 6000 | 240.00 | 12,000.00 | 38 |
| | Turnstone | 70 | 120 | 8400 | 336.00 | 16,800.00 | 39 |
| | Frontera | 40 | 120 | 4800 | 192.00 | 9,600.00 | 40 |
| | Redd Rd. | 90 | 120 | 10800 | 432.00 | 21,600.00 | 41 |
| | Mulberry | 50 | 120 | 6000 | 240.00 | 12,000.00 | 42 |
| | Lindbergh | Paid thru 2060 | | | | | 43 |
| Borderland Spur Drainage Canal | Borderland Rd. | 40 | 100 | 4000 | 160.00 | 8,000.00 | 44 |
| | Gomez Rd. | 50 | 100 | 5000 | 200.00 | 10,000.00 | 45 |
| Stevens Lateral | Gomez Rd. | 50 | 40 | 2000 | 80.00 | 4,000.00 | 46 |
| Schutz Lateral | Gomez Rd. | 50 | 40 | 2000 | 80.00 | 4,000.00 | 47 |

| EPCWID Facility | Street | City Street (ft) | EPCWID (ft) | Easement (sf) | Annual (\$) | 50 Yr (\$) | Xing # |
|-----------------|-----------------------------|------------------|-------------|---------------|-------------|------------|--------|
| Franklin Canal | Delta | 109 | 80 | 8720 | 348.80 | 17,440.00 | 48 |
| | Eucalyptus | 80 | 80 | 6400 | 256.00 | 12,800.00 | 49 |
| | Piedras | 70 | 80 | 5600 | 224.00 | 11,200.00 | 50 |
| | Raynor | 70 | 80 | 5600 | 224.00 | 11,200.00 | 51 |
| | San Marcial (Pedestrian Br) | 70 | 80 | 5600 | 224.00 | 11,200.00 | 52 |
| | Estrella | 70 | 80 | 5600 | 224.00 | 11,200.00 | 53 |
| | Gramma | 70 | 80 | 5600 | 224.00 | 11,200.00 | 54 |
| | Copia | 70 | 80 | 5600 | 224.00 | 11,200.00 | 55 |
| | Stevens | 60 | 80 | 4800 | 192.00 | 9,600.00 | 56 |
| | Hammett (Pedestrian Br) | 10 | 80 | 800 | 32.00 | 1,600.00 | 57 |
| | Boone | 60 | 80 | 4800 | 192.00 | 9,600.00 | 58 |
| | Pedestrian Br (El Paso Zoo) | 25 | 80 | 2000 | 80.00 | 4,000.00 | 59 |
| | Pedestrian Br (El Paso Zoo) | 20 | 80 | 1600 | 64.00 | 3,200.00 | 60 |
| | Br (El Paso Zoo) Evergreen | 40 | 80 | 3200 | 128.00 | 6,400.00 | 61 |
| | Shelter Pl. | 54 | 80 | 4320 | 172.80 | 8,640.00 | 62 |
| | Tobin Pl. | 55 | 80 | 4400 | 176.00 | 8,800.00 | 63 |
| | Val Verde | 55 | 80 | 4400 | 176.00 | 8,800.00 | 64 |
| | Concepcion St. | 65 | 80 | 5200 | 208.00 | 10,400.00 | 65 |
| | N. Glenwood | 40 | 80 | 3200 | 128.00 | 6,400.00 | 66 |
| | N. Awbrey St. | 40 | 80 | 3200 | 128.00 | 6,400.00 | 67 |
| | N. Collingsworth | 30 | 80 | 2400 | 96.00 | 4,800.00 | 68 |
| | N. Clark | 30 | 80 | 2400 | 96.00 | 4,800.00 | 69 |
| | N. Pendell Rd. | 30 | 80 | 2400 | 96.00 | 4,800.00 | 70 |
| | N. Ascarate | 30 | 80 | 2400 | 96.00 | 4,800.00 | 71 |
| | N. Valencia Pl. | 40 | 80 | 3200 | 128.00 | 6,400.00 | 72 |
| | El Paso Drive | 42 | 80 | 3360 | 134.40 | 6,720.00 | 73 |
| | Pasco Ct. | 30 | 80 | 2400 | 96.00 | 4,800.00 | 74 |
| | N. Carolina | 50 | 80 | 4000 | 160.00 | 8,000.00 | 75 |
| | Cadwallader Dr. | 35 | 80 | 2800 | 112.00 | 5,600.00 | 76 |
| | Rosedale St. | 60 | 80 | 4800 | 192.00 | 9,600.00 | 77 |
| | S. Yarbrough | 130 | 80 | 10400 | 416.00 | 20,800.00 | 78 |
| | Valdespino St. | 42 | 80 | 3360 | 134.40 | 6,720.00 | 79 |
| N. Davis | 45 | 80 | 3600 | 144.00 | 7,200.00 | 80 | |
| Pendale | 50 | 80 | 4000 | 160.00 | 8,000.00 | 81 | |
| Candelaria St. | 40 | 80 | 3200 | 128.00 | 6,400.00 | 82 | |

| EPCWID Facility | Street | City Street (ft) | EPCWID (ft) | Easement (sf) | Annual (\$) | 50 Yr (\$) | Xing # |
|----------------------|---------------------------|------------------|-------------|---------------|-------------|------------|--------|
| Franklin Canal | Carnes Rd. | 50 | 80 | 4000 | 160.00 | 8,000.00 | 83 |
| | Rafael Septien Ln. | 60 | 80 | 4800 | 192.00 | 9,600.00 | 84 |
| Alfalfa Lateral | Woolridge Dr. | 35 | 30 | 1050 | 42.00 | 2,100.00 | 85 |
| | N. Little Flower Rd. | 35 | 30 | 1050 | 42.00 | 2,100.00 | 86 |
| Playa Lateral | Pecan Ct. | 50 | 60 | 3000 | 120.00 | 6,000.00 | 87 |
| | Knights | 80 | 60 | 4800 | 192.00 | 9,600.00 | 88 |
| | Craddock | 40 | 60 | 2400 | 96.00 | 4,800.00 | 89 |
| | Padres Dr | 120 | 60 | 7200 | 288.00 | 14,400.00 | 90 |
| | Campana | 60 | 60 | 3600 | 144.00 | 7,200.00 | 91 |
| | Padilla Rd | 40 | 60 | 2400 | 96.00 | 4,800.00 | 92 |
| Playa Drainage Canal | N Walker St.(Underground) | 40 | 130 | 5200 | 208.00 | 10,400.00 | 93 |
| | S. Ascarate St. | 45 | 130 | 5850 | 234.00 | 11,700.00 | 94 |
| | Delta Dr. | 90 | 130 | 11700 | 468.00 | 23,400.00 | 95 |
| | S. Little Flower | 55 | 130 | 7150 | 286.00 | 14,300.00 | 96 |
| | Sparrow Dr. | 50 | 130 | 6500 | 260.00 | 13,000.00 | 97 |
| | George Orr Rd. | 40 | 130 | 5200 | 208.00 | 10,400.00 | 98 |
| | Springfiled Dr. | 65 | 130 | 8450 | 338.00 | 16,900.00 | 99 |
| | Polo Inn Rd. | 40 | 130 | 5200 | 208.00 | 10,400.00 | 100 |
| | Barker Rd. | 40 | 130 | 5200 | 208.00 | 10,400.00 | 101 |
| | Durill Rd. | 55 | 130 | 7150 | 286.00 | 14,300.00 | 102 |
| | South Carolina | 58 | 130 | 7540 | 301.60 | 15,080.00 | 103 |
| | Knights | 80 | 130 | 10400 | 416.00 | 20,800.00 | 104 |
| | Craddock | 36 | 130 | 4680 | 187.20 | 9,360.00 | 105 |
| | Mansfield | 25 | 130 | 3250 | 130.00 | 6,500.00 | 106 |
| Yarbrough | 145 | 130 | 18850 | 754.00 | 37,700.00 | 107 | |
| Pasodale | 50 | 130 | 6500 | 260.00 | 13,000.00 | 108 | |
| Whittier | 65 | 130 | 8450 | 338.00 | 16,900.00 | 109 | |
| Prado | 50 | 130 | 6500 | 260.00 | 13,000.00 | 110 | |
| S. Davis | 50 | 130 | 6500 | 260.00 | 13,000.00 | 111 | |

| EPCWID Facility | Street | City Street (ft) | EPCWID (ft) | Easement (sf) | Annual (\$) | 50 Yr (\$) | Xing # |
|-----------------------------|-----------------|------------------|-------------|---------------|-------------|------------|--------|
| Playa Drainage Canal | Liberty | 55 | 130 | 7150 | 286.00 | 14,300.00 | 112 |
| | Padres Dr. | 222 | 130 | 28860 | 1,154.40 | 57,720.00 | 113 |
| | Padilla | 50 | 130 | 6500 | 260.00 | 13,000.00 | 114 |
| | Southside Rd. | 30 | 130 | 3900 | 156.00 | 7,800.00 | 115 |
| Cinecue Lateral | Knights | 80 | 30 | 2400 | 96.00 | 4,800.00 | 116 |
| | Fresno | 40 | 30 | 1200 | 48.00 | 2,400.00 | 117 |
| Irwin Lateral | Troy Ave. | 40 | 30 | 1200 | 48.00 | 2,400.00 | 118 |
| | McElroy | 50 | 30 | 1500 | 60.00 | 3,000.00 | 119 |
| | Valley View Dr. | 55 | 30 | 1650 | 66.00 | 3,300.00 | 120 |
| Bowman Lateral | Franklin St. | 35 | 30 | 1050 | 42.00 | 2,100.00 | 121 |
| | Barton | 30 | 30 | 900 | 36.00 | 1,800.00 | 122 |
| Mesa Drainage Canal | N. Carolina | 60 | 150 | 9000 | 360.00 | 18,000.00 | 123 |
| | West Dr. | 45 | 120 | 5400 | 216.00 | 10,800.00 | 124 |
| | Emerson | 45 | 120 | 5400 | 216.00 | 10,800.00 | 125 |
| | La Jolla Dr. | 45 | 120 | 5400 | 216.00 | 10,800.00 | 126 |
| | Mauer Rd. | 45 | 120 | 5400 | 216.00 | 10,800.00 | 127 |
| | Lafayette | 40 | 120 | 4800 | 192.00 | 9,600.00 | 128 |
| | Yarborough | 115 | 120 | 13800 | 552.00 | 27,600.00 | 129 |
| | Martha Way | 55 | 120 | 6600 | 264.00 | 13,200.00 | 130 |
| | Lomaland Dr. | 65 | 120 | 7800 | 312.00 | 15,600.00 | 131 |
| | Eastland | 50 | 120 | 6000 | 240.00 | 12,000.00 | 132 |
| | Upland | 50 | 120 | 6000 | 240.00 | 12,000.00 | 133 |
| | Lee Trevino | 140 | 120 | 16800 | 672.00 | 33,600.00 | 134 |
| | Pendale | 50 | 120 | 6000 | 240.00 | 12,000.00 | 135 |
| | Homsley Trail | 45 | 120 | 5400 | 216.00 | 10,800.00 | 136 |
| Warwick | 75 | 120 | 9000 | 360.00 | 18,000.00 | 137 | |
| Le Barron | 65 | 120 | 7800 | 312.00 | 15,600.00 | 138 | |

| EPCWID Facility | Street | City Street (ft) | EPCWID (ft) | Easement (sf) | Annual (\$) | 50 Yr (\$) | Xing # |
|---|---|------------------|-------------|---------------|-------------|------------|-----------|
| Mesa Drainage Canal | Burgundy Dr. | 90 | 120 | 10800 | 432.00 | 21,600.00 | 139 |
| | Bordeaux | 60 | 120 | 7200 | 288.00 | 14,400.00 | 140 |
| | Ivey Rd. | 45 | 120 | 5400 | 216.00 | 10,800.00 | 141 |
| | Camino Del Rey | 60 | 120 | 7200 | 288.00 | 14,400.00 | 142 |
| Juan de Herrera Main Lateral | Rosedale St. | 80 | 50 | 4000 | 160.00 | 8,000.00 | 143 |
| | Lafayette Dr. | 50 | 60 | 3000 | 120.00 | 6,000.00 | 144 |
| | San Jose Rd. | 50 | 60 | 3000 | 120.00 | 6,000.00 | 145 |
| | Yarbrough | 130 | 60 | 7800 | 312.00 | 15,600.00 | 146 |
| | Lomaland | 60 | 60 | 3600 | 144.00 | 7,200.00 | 147 |
| | Indian Pl. | 50 | 60 | 3000 | 120.00 | 6,000.00 | 148 |
| | Clifford Ct. | 50 | 60 | 3000 | 120.00 | 6,000.00 | 149 |
| | New Heaven Dr. | 30 | 60 | 1800 | 72.00 | 3,600.00 | 150 |
| | Pendale | 60 | 60 | 3600 | 144.00 | 7,200.00 | 151 |
| | Inglewood | 40 | 60 | 2400 | 96.00 | 4,800.00 | 152 |
| | Juan de Herrera Branch "A" Lateral | Yarbrough | 130 | 40 | 5200 | 208.00 | 10,400.00 |
| Lomaland | | 70 | 50 | 3500 | 140.00 | 7,000.00 | 154 |
| Eastland | | 40 | 50 | 2000 | 80.00 | 4,000.00 | 155 |
| Upland | | 40 | 50 | 2000 | 80.00 | 4,000.00 | 156 |
| Lee Trevino | | 140 | 60 | 8400 | 336.00 | 16,800.00 | 157 |
| Pendale | | 60 | 60 | 3600 | 144.00 | 7,200.00 | 158 |
| Holmsley Trail | | 65 | 60 | 3900 | 156.00 | 7,800.00 | 159 |
| Sandy Lane | | 20 | 60 | 1200 | 48.00 | 2,400.00 | 160 |
| Juan de Herrera Branch "B" Lateral | Pell Way | 35 | 40 | 1400 | 56.00 | 2,800.00 | 161 |
| | Betel | 90 | 50 | 4500 | 180.00 | 9,000.00 | 162 |
| | Warwick | 70 | 50 | 3500 | 140.00 | 7,000.00 | 163 |
| | Burgundy | 60 | 50 | 3000 | 120.00 | 6,000.00 | 164 |
| | Ivey | 60 | 50 | 3000 | 120.00 | 6,000.00 | 165 |

| EPCWID Facility | Street | City Street (ft) | EPCWID (ft) | Easement (sf) | Annual (\$) | 50 Yr (\$) | Xing # |
|-------------------------|---------------------|------------------|-------------|---------------|-------------|----------------|--------|
| Jornado Lateral | Thistle Pl. | 30 | 35 | 1050 | 42.00 | 2,100.00 | 166 |
| | N. Davis | 50 | 50 | 2500 | 100.00 | 5,000.00 | 167 |
| | Old County Rd. | 40 | 35 | 1400 | 56.00 | 2,800.00 | 168 |
| | Padilla | 60 | 35 | 2100 | 84.00 | 4,200.00 | 169 |
| Lowenstein Lateral | N. Carnes | 40 | 35 | 1400 | 56.00 | 2,800.00 | 170 |
| Franklin Drainage Canal | Carl Longuemare Rd. | 50 | 120 | 6000 | 240.00 | 12,000.00 | 171 |
| La Union East Lateral | Willow River | 106 | 50 | 5300 | | paid thru 2060 | 172 |
| | Pecos River | 94 | 50 | 4700 | | paid thru 2060 | 173 |
| TOTAL | | | | | Annual | 50 Yr Lease | |
| | | Rate (existing) | Rate (new) | | 32,175.60 | 1,608,780.00 | |
| | | 0.0400 | 0.0875 | | | | |

Dedicated to Outstanding Customer Service for a Better Community

SERVICE SOLUTIONS SUCCESS



March 6, 2012

General Manager
El Paso County Water Improvement District No. 1
P O Box 749
Clint, Texas 79836-0749

Contact: Jay Ornelas
Project: 50 Year License for Public Use of District Real Property (License L-1300).

To Whom It May Concern:

The purpose of this letter is to verify that the City of El Paso is a governmental entity as that term is defined in the Texas Tort Claims Act and as such operates under a policy of self-insurance. If you have any questions, you may contact me at 915-541-4448.

Very truly yours,

Irene Y. Morales
Deputy Director, Human Resources
City of El Paso

Mayor
John F. Cook

City Council

District 1
Ann Morgan Lilly

District 2
Susie Byrd

District 3
Emma Acosta

District 4
Carl L. Robinson

District 5
Dr. Michael R. Noe

District 6
Eddie Holguin Jr.

District 7
Steve Ortega

District 8
Coriney Carlisle Niland

City Manager
Joyce A. Wilson

HUMAN RESOURCES DEPARTMENT
2 CIVIC CENTER PLAZA 3RD FLOOR, EL PASO, TEXAS 79901 · 915-541-4504

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