

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

DEPARTMENT: **Engineering and Construction Management**

AGENDA DATE: **October 12, 2010**

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

DISTRICT(S) AFFECTED: **6 & 7**

SUBJECT:

That the Mayor be authorized to sign an Interlocal Agreement between the City of El Paso ("City") and the El Paso County Water Improvement District No. 1 granting the City the right to install fiber optic conduit through El Paso County Water Improvement District No. 1 facilities within the City for the following six licenses for a term of 50 years:

1. License L-1204: total cost to the City is \$14,092.00.
2. License L-1205: total cost to the City is \$2,953.00.
3. License L-1206: total cost to the City is \$5,714.00.
4. License L-1207: total cost to the City is \$3,951.00.
5. License L-1208: total cost to the City is \$10,329.00.
6. License L-1209: total cost to the City is \$7,954.00.

BACKGROUND / DISCUSSION:

The City of El Paso entered into a contract with Tri State Electric Ltd. on June 23, 2009 for the "City of El Paso Fiber Optic Network Phase II" project. The six EPCWID1 crossings are on the System 4 portion of the project along Zaragoza Road. The intent of this project is to create a Wide Area Network by interconnecting the City of El Paso facilities to a fiber optic main trunk "Transtelco", through the installation of fiber optic and computer communications equipment in several locations citywide.

PRIOR COUNCIL ACTION:

City Council approved the contract for Fiber Optic Network Phase II to Tri-State Electric, Ltd. 06-23-09.
City Council approved the contract for Design Services for the project, "Fiber Optic Build-Out Phase 3" 10-13-09.

AMOUNT AND SOURCE OF FUNDING:

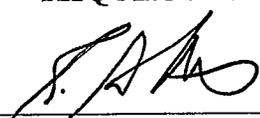
2009 Certificates of Obligation

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

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

That the Mayor be authorized to sign an Interlocal Agreement between the City of El Paso ("City") and the El Paso County Water Improvement District No. 1 for License L-1204, granting the City the right to install fiber optic conduit through El Paso County Water Improvement District No.1 facilities within the City for a term of 50 years. The cost to the City is \$14,092.00.

ADOPTED this _____ day of _____, 2010.

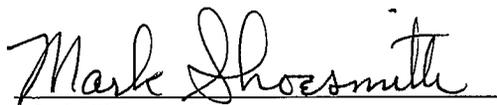
THE CITY OF EL PASO

John F. Cook, Mayor

ATTEST:

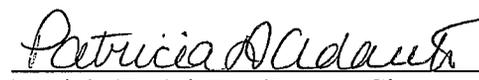
Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:



Mark Shoesmith
Assistant City Attorney

APPROVED AS TO CONTENT:



Patricia D. Adata, Deputy City
Manager for Development and
Infrastructure Services

LICENSE FOR PRIVATE-USE OF DISTRICT REAL PROPERTY

The City of El Paso - 3-inch Fiber Optic Conduit

Crossing Playa Drainage Canal at Station 105+16

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 construct, operate, install, maintain, inspect, repair, replace, or remove a 3-inch Fiber Optic Conduit at the location shown as the "Easement" described and depicted on the survey drawings and field notes attached as Exhibit "A", being a total surface area of 3,221 square feet, and engineering drawing attached as Exhibit "B"; all of which are fully incorporated herein by this reference. The purpose of the Easement is limited to the private use of the Licensee and the Easement shall not be used for public, community, or third-party purposes, except in accordance with Section 11 below. 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 July 14, 2010, (the Commencement Date) and expiring at midnight July 13, 2060, (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 \$14,092.00 upon execution of this License.

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, of continuation of such insurance each year 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, of continuation 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. 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, 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 on the date written below on the signature line for the District:

El Paso County Water Improvement District No. 1

By: _____ Date: _____

JOHNNY STUBBS
President, Board of Directors

Licensee: The City of El Paso

By: _____ Date: _____

Printed Name: _____ Title: _____

SUPPLEMENTAL PAGE TO INTERLOCAL AGREEMENT FOR LICENSE L-1204 FOR PRIVATE-USE OF DISTRICT REAL PROPERTY THE CITY OF EL PASO 3 INCH FIBER OPTIC CONDUIT CROSSING PLAYA DRAINAGE CANAL AT STATION 105+16.

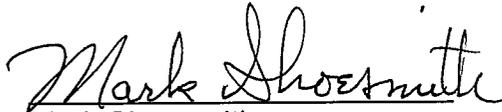
CITY OF EL PASO

John F. Cook, Mayor

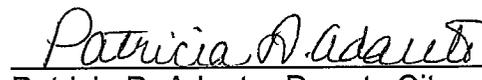
Date: _____

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:



Mark Shoemith
Assistant City Attorney



Patricia D. Adauto, Deputy City
Manager for Development and
Infrastructure Services

RESOLUTION

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

That the Mayor be authorized to sign an Interlocal Agreement between the City of El Paso ("City") and the El Paso County Water Improvement District No. 1 for License L-1205, granting the City the right to install fiber optic conduit through El Paso County Water Improvement District No.1 facilities within the City for a term of 50 years. The cost to the City is \$2,953.00.

ADOPTED this _____ day of _____, 2010.

THE CITY OF EL PASO

John F. Cook, Mayor

ATTEST:

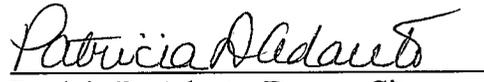
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Mark Shoesmith
Assistant City Attorney

APPROVED AS TO CONTENT:



Patricia D. Adauto, Deputy City
Manager for Development and
Infrastructure Services

LICENSE FOR PRIVATE-USE OF DISTRICT REAL PROPERTY

The City of El Paso - 3-inch Fiber Optic Conduit

Crossing Jornada Lateral Canal at Station 114+27

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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. .

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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, of continuation of such insurance each year 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, of continuation 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. 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, 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 on the date written below on the signature line for the District:

El Paso County Water Improvement District No. 1

By: _____ Date: _____

JOHNNY STUBBS
President, Board of Directors

Licensee: The City of El Paso

By: _____ Date: _____

Printed Name: _____ Title: _____

SUPPLEMENTAL PAGE TO INTERLOCAL AGREEMENT FOR LICENSE L-1205 FOR PRIVATE-USE OF DISTRICT REAL PROPERTY THE CITY OF EL PASO 3 INCH FIBER OPTIC CONDUIT CROSSING JORNADO LATERAL CANAL AT STATION 114+27.

CITY OF EL PASO

John F. Cook, Mayor

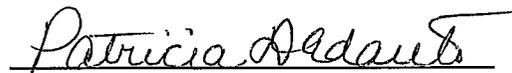
Date: _____

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

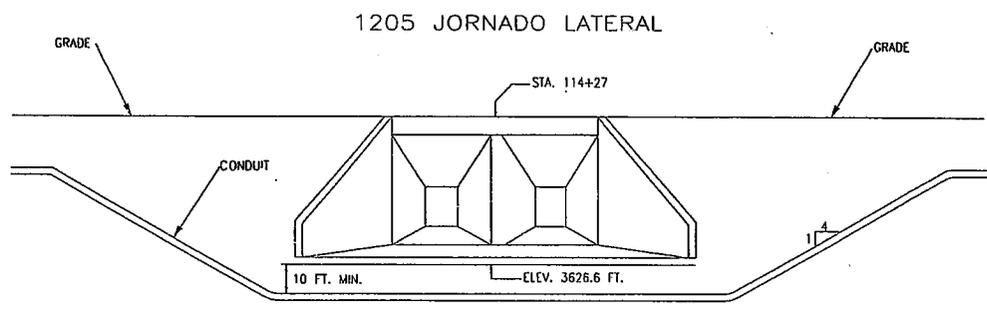


Mark Shoosmith
Assistant City Attorney

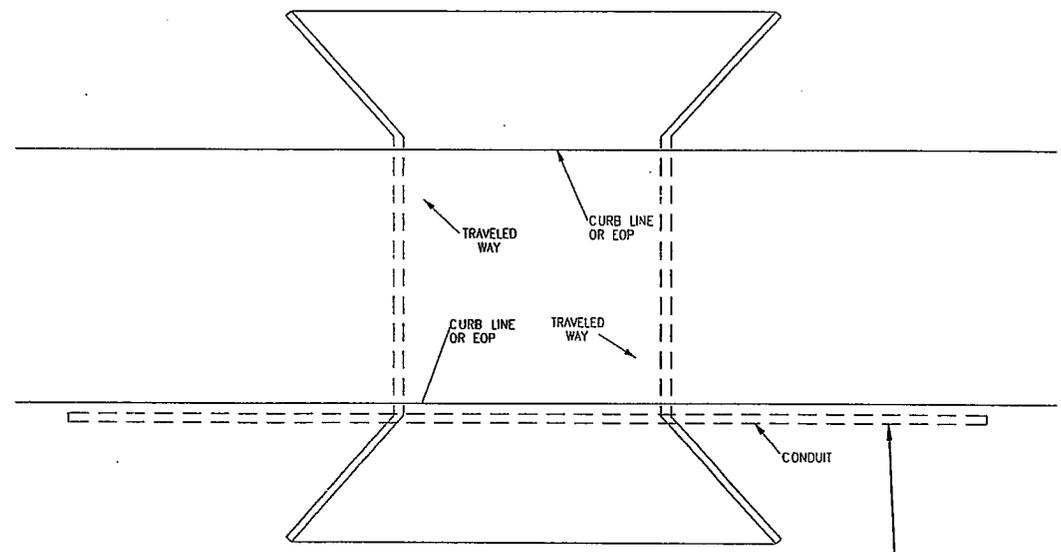


Patricia D. Aduato, Deputy City
Manager for Development and
Infrastructure Services

P:\103\pdp-ssect11-09005-01\Card\Traffic\Fiber Routes\Zaragoza\Segment-0316-Zaragoza-S3- Conduit-Placement-Details.dwg
Jul 09, 2010 - 2:40pm



ELEVATION
TYPICAL CONDUIT INSTALLATION AT IRRIGATION CHANNEL AND CULVERT



PLAN

PROPOSED CONDUIT INSTALLATION FOR
ZARAGOZA FIBER ROUTE SHEET 7 AND SHEET 8

EXHIBIT B

NOTES:

1. THE RISE:RUN RATIO OF CONDUIT THROUGH INCREASES OR DECREASES IN ELEVATION WILL NOT EXCEED 1:4

1205
RECEIVED
 JUL 12 2010
 EPCOVID # 1
Aguel 4/8/10

Walter P. Moore and Associates, Inc.
 TBPE Firm Registration No. 1856



CONTRACT NO.	PCP0917001
CONSULTANT'S NAME	WALTER P. MOORE WALTER P. MOORE & ASSOCIATES, INC. 1715 W. WASHINGTON ST. EL PASO, TEXAS 79901
PROJECT NAME	EL PASO, TEXAS
SHEET TITLE	FIBER ROUTE ZPOE CONDUIT PLACEMENT DETAILS
SHEET NO.	11
DATE	DATE
REVISIONS	REVISIONS
BY	BY

1205

RESOLUTION

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

That the Mayor be authorized to sign an Interlocal Agreement between the City of El Paso ("City") and the El Paso County Water Improvement District No. 1 for License L-1206, granting the City the right to install fiber optic conduit through El Paso County Water Improvement District No.1 facilities within the City for a term of 50 years. The cost to the City is \$5,714.00.

ADOPTED this _____ day of _____, 2010.

THE CITY OF EL PASO

John F. Cook, Mayor

ATTEST:

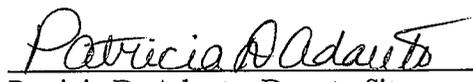
Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:



Mark Shoosmith
Assistant City Attorney

APPROVED AS TO CONTENT:



Patricia D. Adata, Deputy City
Manager for Development and
Infrastructure Services

LICENSE FOR PRIVATE-USE OF DISTRICT REAL PROPERTY

The City of El Paso - 3-inch Fiber Optic Conduit

Crossing Franklin Canal at Station 763+34

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 construct, operate, install, maintain, inspect, repair, replace, or remove a 3-inch Fiber Optic Conduit at the location shown as the "Easement" described and depicted on the survey drawings and field notes attached as Exhibit "A", being a total surface area of 1,306 square feet, and engineering drawing attached as Exhibit "B"; all of which are fully incorporated herein by this reference. The purpose of the Easement is limited to the private use of the Licensee and the Easement shall not be used for public, community, or third-party purposes, except in accordance with Section 11 below. 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 July 14, 2010, (the Commencement Date) and expiring at midnight July 13, 2060, (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 \$5,714.00 upon execution of this License.

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, of continuation of such insurance each year 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, of continuation 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.

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13.2 Damage to District's Facilities. 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, 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.

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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

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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.

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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.

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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 on the date written below on the signature line for the District:

El Paso County Water Improvement District No. 1

By: _____ Date: _____

JOHNNY STUBBS
President, Board of Directors

Licensee: The City of El Paso

By: _____ Date: _____

Printed Name: _____ Title: _____

SUPPLEMENTAL PAGE TO INTERLOCAL AGREEMENT FOR LICENSE L-1206 FOR PRIVATE-USE OF DISTRICT REAL PROPERTY THE CITY OF EL PASO 3 INCH FIBER OPTIC CONDUIT CROSSING FRANKLIN CANAL AT STATION 763+34.

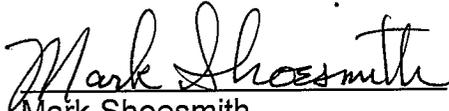
CITY OF EL PASO

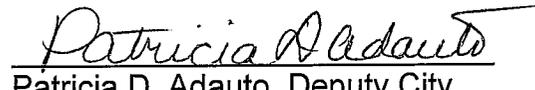
John F. Cook, Mayor

Date: _____

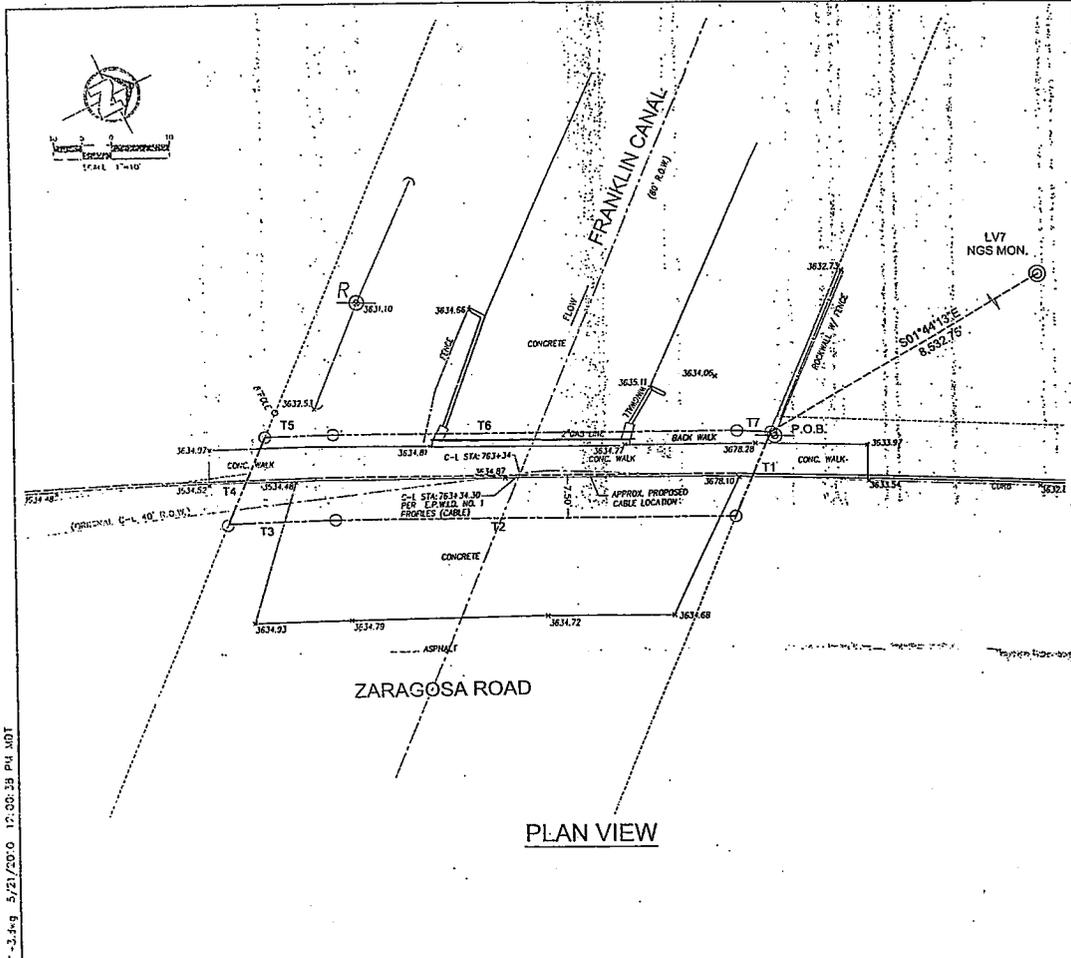
APPROVED AS TO FORM:

APPROVED AS TO CONTENT:


Mark Shoemith
Assistant City Attorney


Patricia D. Adauto, Deputy City
Manager for Development and
Infrastructure Services

PROJECT: WATERS CROSSINGS/FINALS/GEOP-CROSSING - 3.dwg 5/21/2010 17:00:38 PM MDT



**CASEMENT 3
FRANKLIN CANAL**

Property Description: Portion of the Franklin Canal within Block 8, Valles Grant, El Paso, El Paso County, Texas.

METES AND BOUNDS DESCRIPTION

The parcel of land herein described is a portion of the Franklin Canal within Block 8, Valles Grant, El Paso, El Paso County, Texas and is more particularly described by metes and bounds as follows:

Commencing at LV7, a NGS monument with State Plane coordinates of North 10.639,689.05 and East 432928.13 NAD 83, Texas Central Zone. THENCE South 01° 44' 13" East, a distance of 6332.25 feet to the Northwest corner of the easement herein described, being a point on the Northernly Right of Way of the Franklin Canal, and the TRUE POINT OF BEGINNING of this description;

THENCE South 38° 11' 00" East, along the Northernly Right of Way of the Franklin Canal a distance of 16.02 feet to a point;

THENCE South 28° 47' 26" West a distance of 68.77 feet to a point;

THENCE South 27° 11' 18" West a distance of 18.38 feet to a point on the Southerly Right of Way of the Franklin Canal;

THENCE North 38° 11' 00" West, along the Southerly Right of Way of the Franklin Canal, a distance of 14.50 feet to a point;

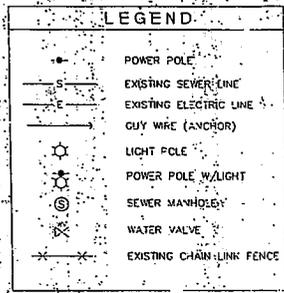
THENCE North 27° 11' 18" East, a distance of 11.71 feet to a point;

THENCE North 28° 47' 26" East, a distance of 69.31 feet to a point;

THENCE North 31° 16' 18" East, a distance of 5.95 feet to a point being the TRUE POINT OF BEGINNING of this description.

Said parcel of land contains 1206 Square Feet or 0.030 acres of land subject or less.

T NO.	BEARING	DIST.
T1	S38°11'00"E	16.02'
T2	S28°47'26"W	68.77'
T3	S27°11'18"W	18.38'
T4	N38°11'00"W	16.50'
T5	N27°11'18"E	11.71'
T6	N28°47'26"E	69.31'
T7	N31°16'18"E	5.95'



DATE	5/21/2010
BY	MDT
CHECKED	
APPROVED	
SCALE	AS SHOWN
PROJECT	WATERS CROSSINGS/FINALS/GEOP-CROSSING
DRAWN BY	MDT
CHECKED BY	
DATE	5/21/2010

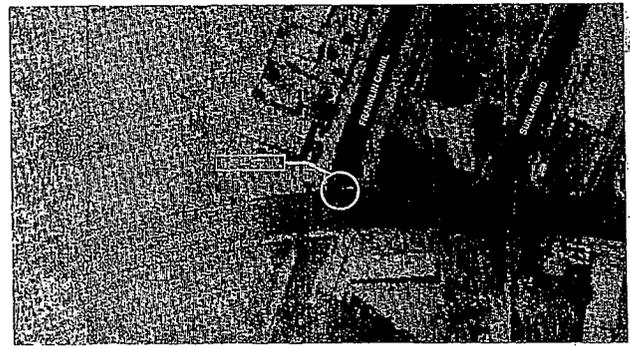
PROPOSED EASEMENTS FOR FIBER OPTIC CROSSINGS ALONG ZARAGOZA ROAD

EL PASO, EL PASO COUNTY, TEXAS

SI ENGINEERING, INC.

2007 SI Engineering, Inc.

This map and survey are being provided solely for the use of El Paso Water Improvement District No. 1 and no license has been created, expressed or implied, to copy the surveys and/or maps except as necessary in conjunction with the original transaction. This transaction shall be effective within six (6) months from the date hereon MAY 2010.



NOTE:
ALL INFORMATION SHOWN HEREON WITH RESPECT TO UNDERGROUND CONDITIONS WAS DETERMINED BY DATA COLLECTED THROUGH SURVEY CREW OBSERVATION AND OTHER INFORMATION TAKEN FROM EXISTING PLANS AND MAPS OF RECORD. NO UNDERGROUND UTILITIES EXISTING OR ABANDONED WERE EXPOSED OR LOCATED.

UNLESS SPECIFICALLY ACCEPTED BY SI ENGINEERING, INC. IN WRITING, SI ENGINEERING, INC. MAKES NO CLAIM, EXPRESSED OR IMPLIED, AS TO THE UNDERGROUND SITE CONDITIONS.

CERTIFICATION

I HEREBY CERTIFY TO THE EL PASO WATER IMPROVEMENTS DISTRICT NO. 1 THAT THIS SURVEY, PLAT, DESCRIPTION OR REPORT MEETS ALL CURRENT DISTRICT SURVEY REQUIREMENTS ENUMERATED IN THE DISTRICT'S LAND SURVEY STANDARDS.

Guillermo Leon
GUILLERMO LEON, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS LICENSE NO. 2998
SI ENGINEERING, INC.
5600 WESTWIND DRIVE, EL PASO, TEXAS 79912
(915) 584-4457

DATE: 6-02-10

NOTE:
ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP COMMUNITY-PANEL NUMBER 480214 0068 C, REVISED FEBRUARY 16, 2006, THIS PROPERTY LIES IN FLOOD ZONE X.

ZONE "X" AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

NOTE: GRID BEARINGS AND COORDINATES ARE REFERENCED TO TEXAS STATE PLANE CENTRAL ZONE NAD-83.

THE EL PASO COUNTY WATER IMPROVEMENT DISTRICT NO. 1 (DISTRICT) APPROVES THESE DRAWINGS AS MEETING THE DISTRICT DESIGN STANDARDS IN EFFECT ON THE DATE BELOW. THE DISTRICT HAS NOT REVIEWED THESE DRAWINGS FOR ANY PURPOSE OTHER THAN THOSE SET FORTH IN THE DISTRICT'S DESIGN STANDARDS AND THE DISTRICT DOES NOT WARRANT TO ANYONE THAT ANY OF THE INFORMATION, DESIGN, SPECIFICATIONS, OR ANY OTHER INFORMATION REPRESENTED ON THESE DRAWINGS IS APPROPRIATE, SUITABLE, OR OTHERWISE SUFFICIENT FOR SAFETY OR STRUCTURAL INTEGRITY OR ANY OTHER PURPOSE.

BY: EL PASO COUNTY WATER IMPROVEMENT DISTRICT NO. 1

DATE: 7-14-10

RECEIVED
JUN 9 2010
11:30 AM
EPCWID # 1

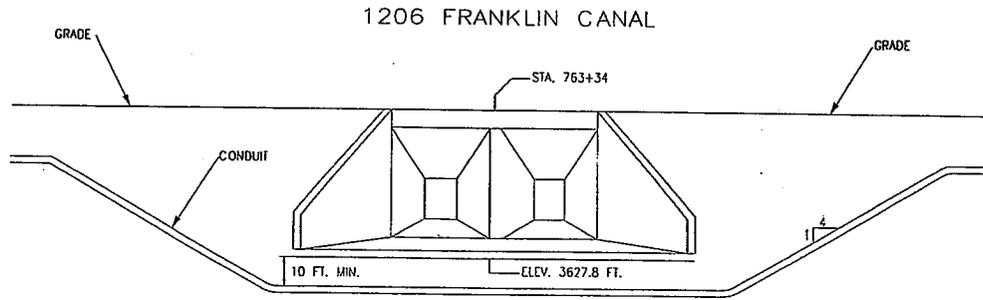
EXHIBIT A 1306

SHEET TITLE

EASEMENT NO. 3
AT THE
FRANKLIN CANAL

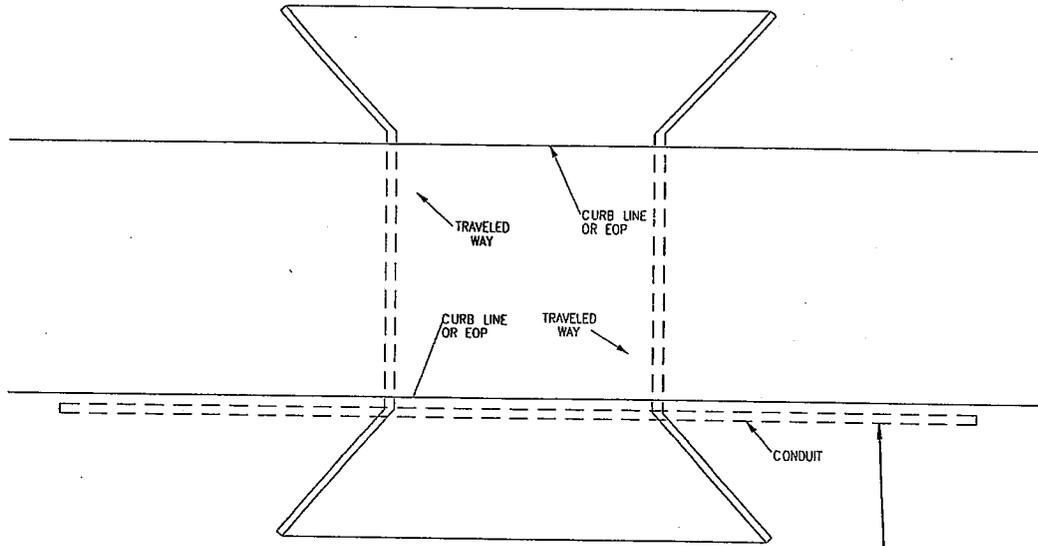
SHEET 3 OF 6

P:\103\pds\server\11-09005-01\Cad\Traffic\Fiber Routes\Zaragoza\Segment\0215-Zaragoza-S2-Conduit-Placement-Details.dwg
Jul 09, 2010 - 2:31pm



ELEVATION

TYPICAL CONDUIT INSTALLATION AT IRRIGATION CHANNELS AND CULVERTS

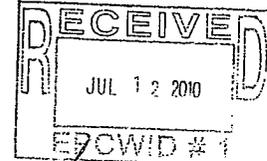


PLAN

PROPOSED CONDUIT INSTALLATION FOR
ZARAGOZA FIBER ROUTE SHEET 5, 6, 8 AND 10

NOTES:

1. THE RISE:RUN RATIO OF CONDUIT THROUGH INCREASES OR DECREASES IN ELEVATION WILL NOT EXCEED 1:4



Signatures

Walter P. Moore and Associates, Inc.
TBPE Firm Registration No. 1856



Signatures

7/12/10

PROJECT NAME	EL PASO, TEXAS
CONSULTANT'S NAME	WALTER P MOORE WALTER P. MOORE & ASSOCIATES, INC. 11111 W. WYATT EL PASO, TEXAS 79905
SCALE	N.T.S. DATE 07-09-2010 DRAWN BY WPM CHECKED BY WPM APP'D BY WPM JOB NO.
REFERENCES -- BENCHMARK	PCP091001
DATE	
REVISIONS	
BY	
SHEET TITLE	FIBER ROUTE MVT CONDUIT PLACEMENT DETAILS
SHEET	15

EXHIBIT B

1206

RESOLUTION

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

That the Mayor be authorized to sign an Interlocal Agreement between the City of El Paso ("City") and the El Paso County Water Improvement District No. 1 for License L-1207, granting the City the right to install fiber optic conduit through El Paso County Water Improvement District No.1 facilities within the City for a term of 50 years. The cost to the City is \$3,951.00.

ADOPTED this _____ day of _____, 2010.

THE CITY OF EL PASO

John F. Cook, Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:



Mark Shoesmith
Assistant City Attorney

APPROVED AS TO CONTENT:



Patricia D. Adauto, Deputy City
Manager for Development and
Infrastructure Services

LICENSE FOR PRIVATE-USE OF DISTRICT REAL PROPERTY

The City of El Paso - 3-inch Fiber Optic Conduit

Crossing Juan de Herrera Lateral Canal at Station 204+09

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 construct, operate, install, maintain, inspect, repair, replace, or remove a 3-inch Fiber Optic Conduit at the location shown as the "Easement" described and depicted on the survey drawings and field notes attached as Exhibit "A", being a total surface area of 903 square feet, and engineering drawing attached as Exhibit "B"; all of which are fully incorporated herein by this reference. The purpose of the Easement is limited to the private use of the Licensee and the Easement shall not be used for public, community, or third-party purposes, except in accordance with Section 11 below. 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 July 14, 2010, (the Commencement Date) and expiring at midnight July 13, 2060, (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 \$3,951.00 upon execution of this License.

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, of continuation of such insurance each year 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, of continuation 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. 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, 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 on the date written below on the signature line for the District:

El Paso County Water Improvement District No. 1

By: _____ Date: _____

JOHNNY STUBBS
President, Board of Directors

Licensee: The City of El Paso

By: _____ Date: _____

Printed Name: _____ Title: _____

SUPPLEMENTAL PAGE TO INTERLOCAL AGREEMENT FOR LICENSE L-1207 FOR PRIVATE-USE OF DISTRICT REAL PROPERTY THE CITY OF EL PASO 3 INCH FIBER OPTIC CONDUIT CROSSING JUAN DE HERRERA LATERAL CANAL AT STATION 204+09.

CITY OF EL PASO

John F. Cook, Mayor

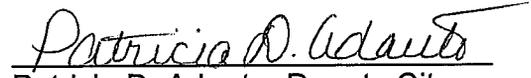
Date: _____

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

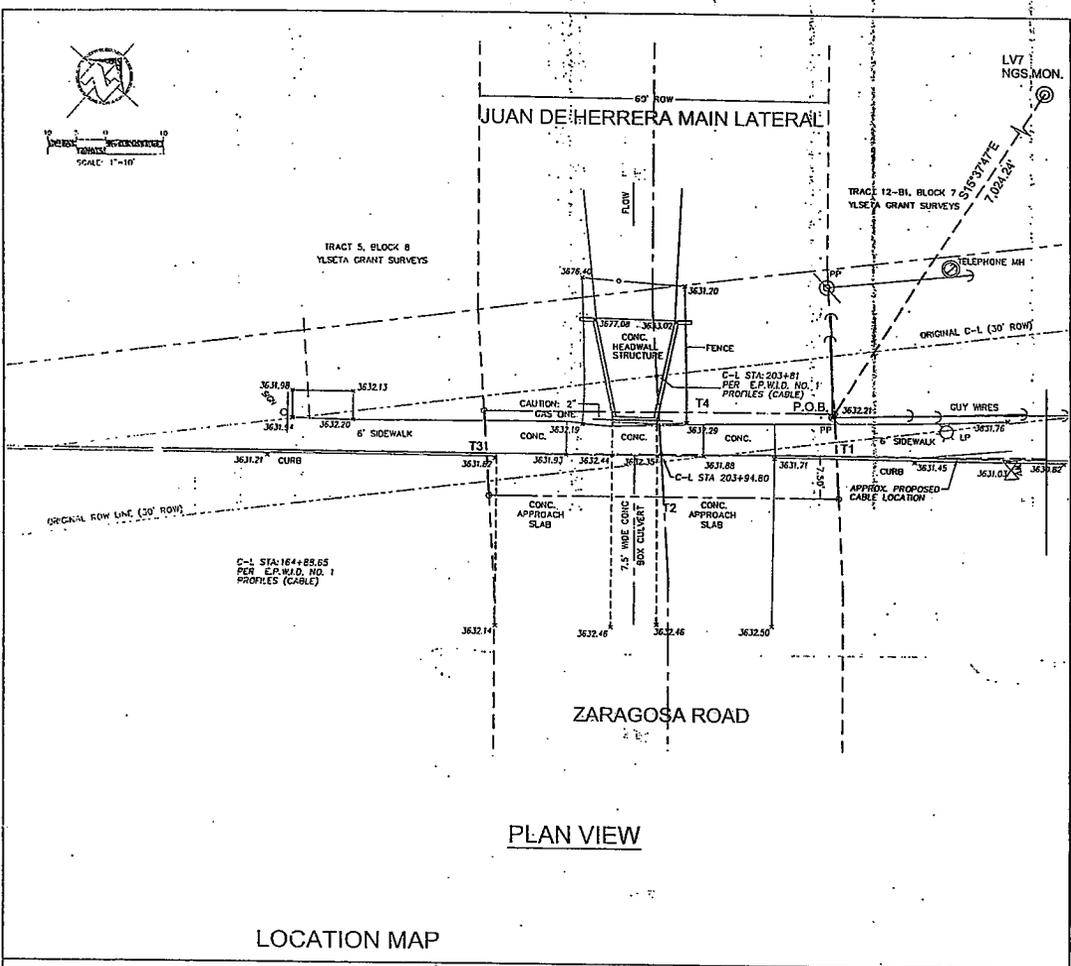


Mark Shoemith
Assistant City Attorney



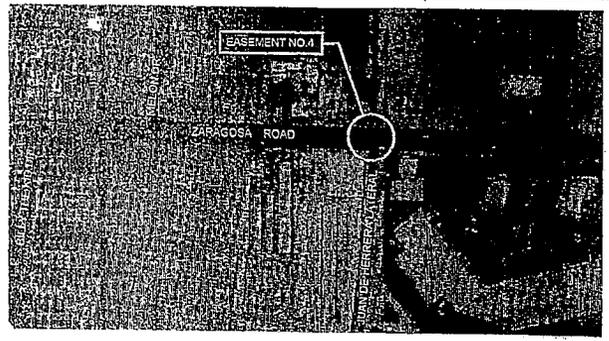
Patricia D. Adauto, Deputy City
Manager for Development and
Infrastructure Services

F:\PROJECTS\COSP-WATER CROSSINGS\FINAL\5.0\COSP-CROSSING_4-6.dwg 4/25/2010 11:01:54 AM WDT



PLAN VIEW

LOCATION MAP



NOTE:
ALL INFORMATION SHOWN HEREON WITH RESPECT TO UNDERGROUND CONDITIONS WAS DETERMINED BY DATA COLLECTED THROUGH SURVEY CREW OBSERVATION AND OTHER INFORMATION TAKEN FROM EXISTING PLANS AND MAPS OF RECORD. NO UNDERGROUND UTILITIES EXISTING OR ABANDONED WERE EXPOSED OR LOCATED.
UNLESS SPECIFICALLY ACCEPTED BY SLI ENGINEERING, INC. IN WRITING, SLI ENGINEERING, INC. MAKES NO CLAIM, EXPRESSED OR IMPLIED, AS TO THE UNDERGROUND SITE CONDITIONS.

CERTIFICATION
I HEREBY CERTIFY TO THE EL PASO WATER IMPROVEMENTS DISTRICT NO. 1 THAT THIS SURVEY, PLAN, DESCRIPTION OR REPORT MEETS ALL CURRENT DISTRICT SURVEY REQUIREMENTS ENUMERATED IN THE DISTRICT'S LAND SURVEY STANDARDS.

WILLIAM GUYON, P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS LICENSE NO. 2998
SLI ENGINEERING, INC.
6600 WESTWIND DRIVE, EL PASO, TEXAS 79912
(915) 584-4457

DATE: 6-02-10



NOTE:
ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP COMMUNITY-PANEL NUMBER 48024L 0048 C, REVISED FEBRUARY 16, 2006, THIS PROPERTY LIES IN FLOOD ZONE X.
ZONE "X" AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

NOTE: GRID BEARINGS AND COORDINATES ARE REFERENCED TO TEXAS STATE PLANE CENTRAL ZONE NAD-83.

Copyright © 2007 SLI Engineering, Inc.
This map and survey are being provided solely for the use of El Paso Water Improvements District and no license has been created, expressed or implied, to copy the survey and/or map(s) except as necessary in conjunction with the original transaction. This transaction shall be effective within six (6) months from the date hereon 11/27/2007.

THE EL PASO COUNTY WATER IMPROVEMENT DISTRICT NO. 1 (DISTRICT) APPROVES THESE DRAWINGS AS MEETING THE DISTRICT DESIGN STANDARDS IN EFFECT ON THE DATE BELOW. THE DISTRICT HAS NOT REVIEWED THESE DRAWINGS FOR ANY PURPOSE OTHER THAN THOSE SET FORTH IN THE DISTRICT'S DESIGN STANDARDS AND THE DISTRICT DOES NOT WARRANT TO ANYONE THAT ANY OF THE INFORMATION, DESIGNS, SPECIFICATIONS, OR ANY OTHER INFORMATION REPRESENTED ON THESE DRAWINGS IS APPROPRIATE, SUITABLE, OR OTHERWISE SUFFICIENT FOR SAFETY OR STRUCTURAL INTEGRITY OR ANY OTHER PURPOSE.

BY: EL PASO COUNTY WATER IMPROVEMENT DISTRICT NO. 1

DATE: 7-14-10

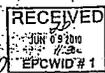


EXHIBIT A 1207

EASEMENT 4
JUAN DE HERRERA LATERAL

Property Description: Portion of Zaragoza Road, crossing the Franklin Canal within Blocks 7 and 8, Ylseta Grant, El Paso, El Paso County, Texas.

MEASURES AND BOUNDS DESCRIPTION

The parcel of land herein described is a portion of Juan de Herrera Lateral, within Blocks 7 and 8, Ylseta Grant, El Paso, El Paso County, Texas and is more particularly described by metes and bounds based on grid Texas Central Zone State Plane Coordinate System as follows:

Commencing at LV7, a NGS monument with State Plane coordinates of North: 10637.48905 and East: 432,938.13 NAD 83, Texas Central Zone, THENCE South 15° 31' 47" East, a distance of 709.24 feet to the Northwesterly corner of the easement herein described, being a point on the Northwesterly Right of Way of the Juan de Herrera Lateral, and the TRUE POINT OF BEGINNING of this description;

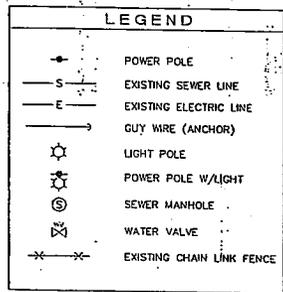
THENCE South 59° 38' 50" East, along the Northwesterly Right of Way of the Juan de Herrera Lateral, a distance of 15.02 feet to a point;

THENCE South 42° 00' 07" West, a distance of 60.26 feet to a point on the Southerly Right of Way of the Juan de Herrera Lateral;

THENCE North 51° 08' 47" West, along the Southerly Right of Way of the Juan de Herrera Lateral, a distance of 15.02 feet to a point;

THENCE North 42° 00' 07" West, a distance of 60.12 feet to a point being the POINT OF BEGINNING of this description.

Said parcel of land contains 903 Square Feet or 0.021 acres of land more or less.



T NO.	BEARING	DIST.
T1	S50°38'50"E	15.02'
T2	S42°00'07"W	60.12'
T3	N51°08'47"W	15.02'
T4	N42°00'07"E	60.26'

PROJECT NAME: PROPOSED EASEMENTS FOR FIBER OPTIC CROSSINGS ALONG ZARAGOSA ROAD

SCALE: AS SHOWN

DATE: 7-14-10

PROJECT NO: 1207

EL PASO, EL PASO COUNTY, TEXAS

SLI ENGINEERING, INC.

SLI LICENSE NO. 7-1502

SHEET TITLE: EASEMENT NO. 4 AT JUAN DE HERRERA MAIN LATERAL

SHEET 4 of 6

RESOLUTION

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

That the Mayor be authorized to sign an Interlocal Agreement between the City of El Paso ("City") and the El Paso County Water Improvement District No. 1 for License L-1208, granting the City the right to install fiber optic conduit through El Paso County Water Improvement District No.1 facilities within the City for a term of 50 years. The cost to the City is \$10,329.00.

ADOPTED this _____ day of _____, 2010.

THE CITY OF EL PASO

John F. Cook, Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:



Mark Shoemith
Assistant City Attorney

APPROVED AS TO CONTENT:



Patricia D. Adauto, Deputy City
Manager for Development and
Infrastructure Services

LICENSE FOR PRIVATE-USE OF DISTRICT REAL PROPERTY

The City of El Paso - 3-inch Fiber Optic Conduit

Crossing Juan de Herrera Branch "A" Lateral Canal at Station 165+54

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 construct, operate, install, maintain, inspect, repair, replace, or remove a 3-inch Fiber Optic Conduit at the location shown as the "Easement" described and depicted on the survey drawings and field notes attached as Exhibit "A", being a total surface area of 2,361 square feet, and engineering drawing attached as Exhibit "B"; all of which are fully incorporated herein by this reference. The purpose of the Easement is limited to the private use of the Licensee and the Easement shall not be used for public, community, or third-party purposes, except in accordance with Section 11 below. 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 July 14, 2010, (the Commencement Date) and expiring at midnight July 13, 2060, (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 \$10,329.00 upon execution of this License.

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, of continuation of such insurance each year 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, of continuation 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. 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, 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 on the date written below on the signature line for the District:

El Paso County Water Improvement District No. 1

By: _____ Date: _____

JOHNNY STUBBS
President, Board of Directors

Licensee: The City of El Paso

By: _____ Date: _____

Printed Name: _____ Title: _____

SUPPLEMENTAL PAGE TO INTERLOCAL AGREEMENT FOR LICENSE L-1208 FOR PRIVATE-USE OF DISTRICT REAL PROPERTY THE CITY OF EL PASO 3 INCH FIBER OPTIC CONDUIT CROSSING JUAN DE HERRERA BRANCH "A" LATERAL CANAL AT STATION 165+54.

CITY OF EL PASO

John F. Cook, Mayor

Date: _____

APPROVED AS TO FORM:



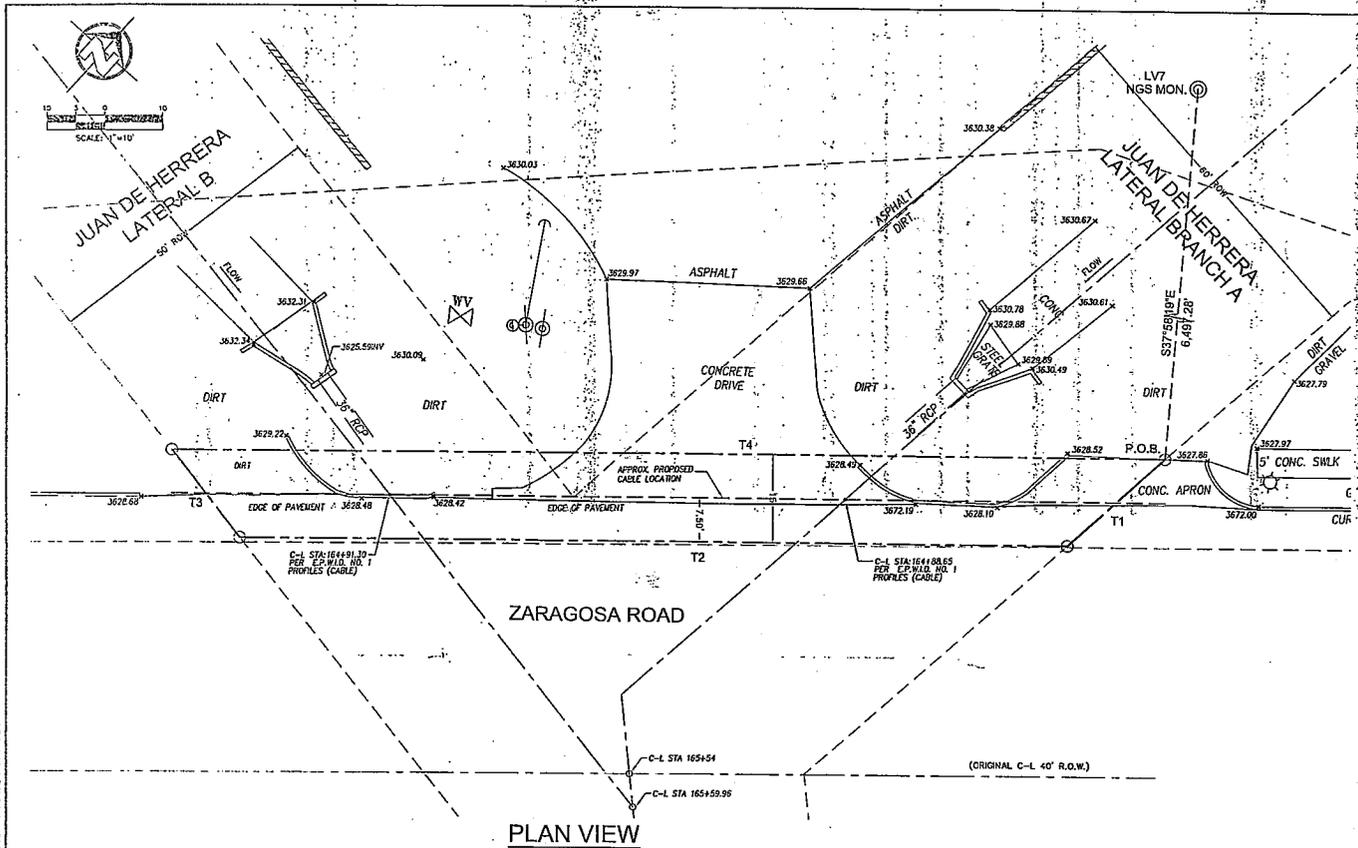
Mark Shoosmith
Assistant City Attorney

APPROVED AS TO CONTENT:



Patricia D. Aduato, Deputy City
Manager for Development and
Infrastructure Services

F:\PROJECTS\CEEP-WATER CROSSINGS\FINAL\CEEP3-CROSSING 4-6.dwg 4/26/2010 11:01:51 AM .MDT



EASEMENT
JUAN DE HERRERA LATERAL BRANCH A

Property Description: Portion of Zaragosa Road, crossing the Juan de Herrera Lateral Branch A within Block 6, Yuleta Gary, El Paso, El Paso County, Texas.

METES AND BOUNDS DESCRIPTION

The parcel of land herein described is a portion of Zaragosa Road, crossing the Juan de Herrera Lateral Branch A within Block 6, Yuleta Gary, El Paso, El Paso County, Texas and is more particularly described by metes and bounds based on grid Texas Central Zone State Plane Coordinate System as follows:

Commencing at LV7, a NGS monument with State Plane coordinates of North 10.094189.05 and East 432.938.13 NAD 83, Texas Central Zone; THENCE a bearing of South 37° 34' 19" East, a distance of 6,497.28 feet to the Easterly corner of the easement herein described, being a point on the Northerly Right of Way of the Juan de Herrera Drain, and the TRUSS POINT OF BEGINNING of this description;

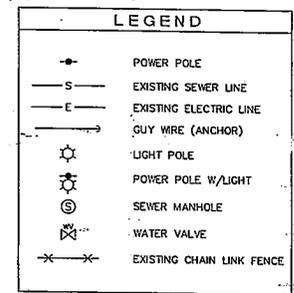
THENCE South 05° 29' 46" West, along the Northerly Right of Way of the Juan de Herrera Lateral Branch A, a distance of 22.55 feet;

THENCE South 47° 11' 41" West, a distance of 143.04 feet to the southerly Right of Way of the Juan de Herrera Lateral Branch A, a distance of 19.68 feet;

THENCE North 50° 58' 00" West, along the Southerly Right of Way of the Juan de Herrera Lateral Branch A, a distance of 171.67 feet;

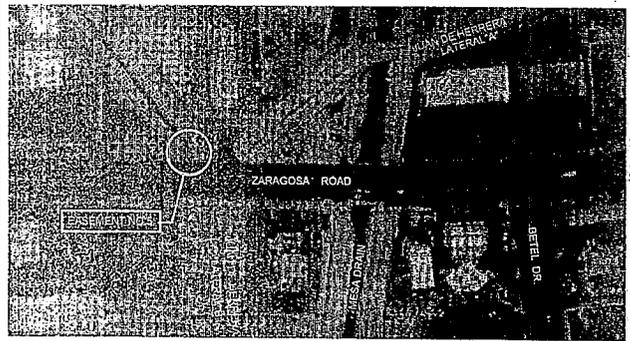
THENCE North 47° 11' 41" East, a distance of 171.67 feet to the Northerly corner on the Northerly Right of Way of the Juan de Herrera Drain, the POINT OF BEGINNING of this description.

* Said parcel of land contains 2,361 Square Feet or 0.054 acres of land more or less.



T. NO.	BEARING	DIST.
T1	S05°29'46"W	22.55'
T2	S47°11'41"W	143.04'
T3	N80°58'00"W	19.68'
T4	N47°11'41"E	171.67'

LOCATION MAP



NOTE: ALL INFORMATION SHOWN HEREON WITH RESPECT TO UNDERGROUND CONDITIONS WAS DETERMINED BY DATA COLLECTED THROUGH SURVEY CREW OBSERVATION AND OTHER INFORMATION TAKEN FROM EXISTING PLANS AND MAPS OF RECORD. NO UNDERGROUND UTILITIES EXISTING OR ABANDONED WERE EXPOSED OR LOCATED, UNLESS SPECIFICALLY ACCEPTED BY SJ ENGINEERING, INC. IN WRITING. SJ ENGINEERING, INC. MAKES NO CLAIM, EXPRESSED OR IMPLIED, AS TO THE UNDERGROUND SITE CONDITIONS.

NOTE: ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP COMMUNITY-PANEL NUMBER 460214 0018 C, REVISED FEBRUARY 16, 2006, THIS PROPERTY LIES IN FLOOD ZONE X.

ZONE "X" AREAS DETERMINED TO BE OUTSIDE THE 0.22% ANNUAL CHANCE FLOODPLAIN.

NOTE: GRID BEARINGS AND COORDINATES ARE REFERENCED TO TEXAS STATE PLANE CENTRAL ZONE NAD-83.

Copyright 2007 SJ Engineering, Inc.

This map and survey are being provided solely for the use of El Paso Water Improvement District No. 1 and no license has been created, expressed or implied, to copy the surveys and/or maps except as necessary in conjunction with the original transaction. This transaction shall be effective within six (6) months from the date hereon 4-26-2010.

CERTIFICATION

I HEREBY CERTIFY TO THE EL PASO WATER IMPROVEMENTS DISTRICT NO. 1 THAT THIS SURVEY, PLAN, DESCRIPTION OR REPORT MEETS ALL CURRENT DISTRICT SURVEY REQUIREMENTS ENUNCIATED IN THE DISTRICT'S LAND SURVEY STANDARDS.

GILBERTO LICON, R.P.L.S.
 REGISTERED PROFESSIONAL LAND SURVEYOR
 TEXAS LICENSE NO. 2998
 SJ ENGINEERING, INC.
 6600 WESTWIND DRIVE, EL PASO, TEXAS 79912
 (915) 384-4457

DATE: 6-12-10



THE EL PASO COUNTY WATER IMPROVEMENT DISTRICT NO. 1 (DISTRICT) APPROVES THESE DRAWINGS AS MEETING THE DISTRICT DESIGN STANDARDS IN EFFECT ON THE DATE BELOW. THE DISTRICT HAS NOT REVIEWED THESE DRAWINGS FOR ANY PURPOSE OTHER THAN THOSE SET FORTH IN THE DISTRICT'S DESIGN STANDARDS AND THIS DISTRICT DOES NOT WARRANT TO ANYONE THAT ANY OF THE INFORMATION, DESIGNS, SPECIFICATIONS, OR ANY OTHER INFORMATION REPRESENTED ON THESE DRAWINGS IS APPROPRIATE, SUITABLE, OR OTHERWISE SUFFICIENT FOR SAFETY OR STRUCTURAL INTEGRITY OR ANY OTHER PURPOSE.

DATE: 7-14-10

BY: EL PASO COUNTY WATER IMPROVEMENT DISTRICT NO. 1

RECEIVED
 JUN 08 2010
 11:30
 -EPCWID #1

PROJECT NAME
 PROPOSED EASEMENTS FOR FIBER OPTIC CROSSINGS ALONG ZARAGOZA ROAD

CLIENT
 EL PASO COUNTY WATER IMPROVEMENT DISTRICT NO. 1

DATE
 6/12/10

SCALE
 1" = 10'

PROJECT NO.
 1007

DATE
 6/12/10

BY
 G. LICON

CHECKED BY
 [Signature]

DATE
 6/12/10

PROJECT NO.
 1007

SHEET
 5 of 6

EXHIBIT A
 1208

PROJECT NO.
 1007

DATE
 6/12/10

BY
 G. LICON

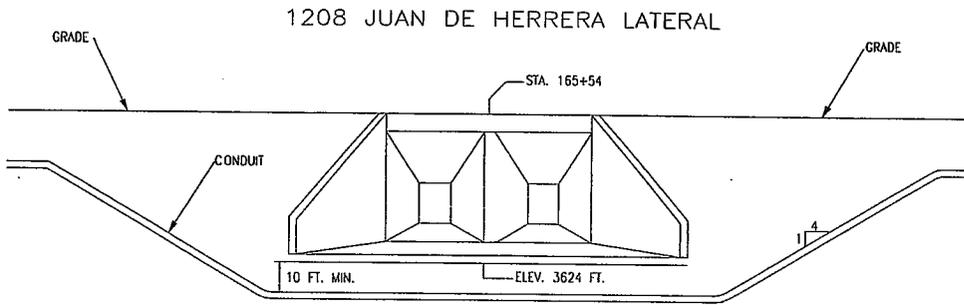
CHECKED BY
 [Signature]

DATE
 6/12/10

PROJECT NO.
 1007

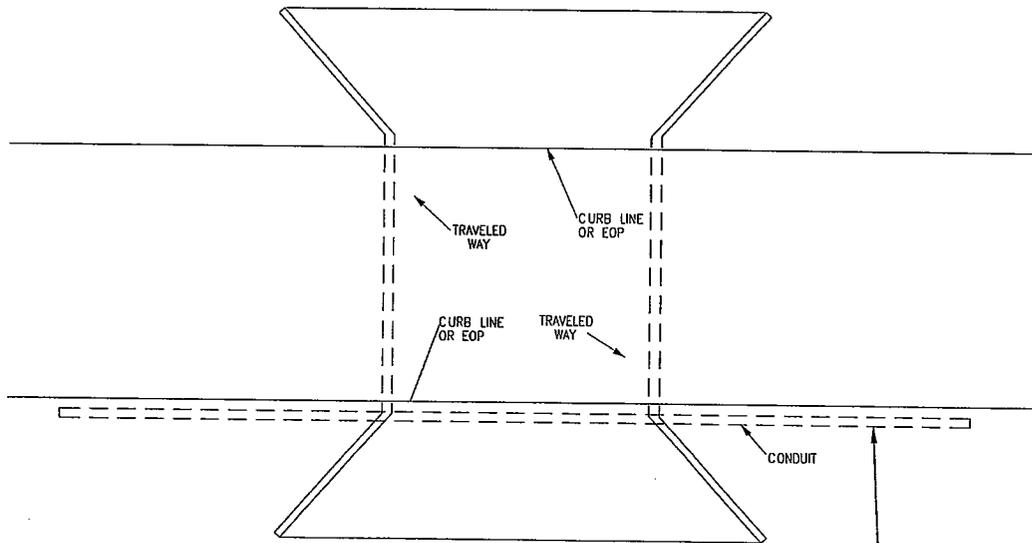
SHEET
 5 of 6

EXHIBIT A
 1208



ELEVATION

TYPICAL CONDUIT INSTALLATION AT IRRIGATION CHANNELS AND CULVERTS



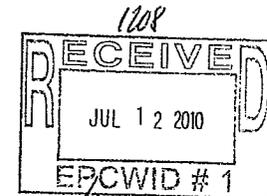
PLAN

PROPOSED CONDUIT INSTALLATION FOR ZARAGOZA FIBER ROUTE SHEET 5, 6, 8 AND 10

EXHIBIT B

NOTES:

1. THE RISE:RUN RATIO OF CONDUIT THROUGH INCREASES OR DECREASES IN ELEVATION WILL NOT EXCEED 1:4



Walter P. Moore and Associates, Inc.
TBPE Firm Registration No. 1856



7/12/10

REFERENCES -- EPCWID	PC091001
DATE	
REVISIONS	
BY	
DATE	
CONTRACTOR'S NAME	WALTER P MOORE WALTER P. MOORE & ASSOCIATES, INC. 1111 W. 11TH STREET, SUITE 100 EL PASO, TEXAS 79902 TEL: 915.733.8000 FAX: 915.733.8000
SCALE	N.T.S.
DATE	07-09-2010
DESIGN BY	
CHECKED BY	
APPROVED BY	
PROJECT NAME	EL PASO, TEXAS
SHEET TITLE	FIBER ROUTE MVT CONDUIT PLACEMENT DETAILS
SHEET	13

1208

RESOLUTION

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

That the Mayor be authorized to sign an Interlocal Agreement between the City of El Paso ("City") and the El Paso County Water Improvement District No. 1 for License L-1209, granting the City the right to install fiber optic conduit through El Paso County Water Improvement District No.1 facilities within the City for a term of 50 years. The cost to the City is \$7,954.00.

ADOPTED this _____ day of _____, 2010.

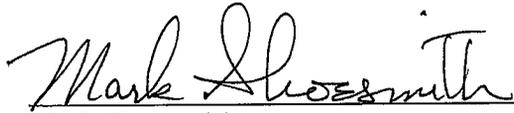
THE CITY OF EL PASO

John F. Cook, Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:


Mark Shoosmith
Assistant City Attorney

APPROVED AS TO CONTENT:


Patricia D. Adauto, Deputy City
Manager for Development and
Infrastructure Services

LICENSE FOR PRIVATE-USE OF DISTRICT REAL PROPERTY

The City of El Paso - 3-inch Fiber Optic Conduit

Crossing Mesa Drainage Canal at Station 921+70

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 construct, operate, install, maintain, inspect, repair, replace, or remove a 3-inch Fiber Optic Conduit at the location shown as the "Easement" described and depicted on the survey drawings and field notes attached as Exhibit "A", being a total surface area of 1,818 square feet, and engineering drawing attached as Exhibit "B"; all of which are fully incorporated herein by this reference. The purpose of the Easement is limited to the private use of the Licensee and the Easement shall not be used for public, community, or third-party purposes, except in accordance with Section 11 below. 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 July 14, 2010, (the Commencement Date) and expiring at midnight July 13, 2060, (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 \$7,954.00 upon execution of this License.

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, of continuation of such insurance each year 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, of continuation 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. 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, 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 on the date written below on the signature line for the District:

El Paso County Water Improvement District No. 1

By: _____ Date: _____

JOHNNY STUBBS
President, Board of Directors

Licensee: The City of El Paso

By: _____ Date: _____

Printed Name: _____ Title: _____

SUPPLEMENTAL PAGE TO INTERLOCAL AGREEMENT FOR LICENSE L-1209 FOR PRIVATE-USE OF DISTRICT REAL PROPERTY THE CITY OF EL PASO 3 INCH FIBER OPTIC CONDUIT CROSSING MESA DRAINAGE CANAL AT STATION 921+70.

CITY OF EL PASO

John F. Cook, Mayor

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

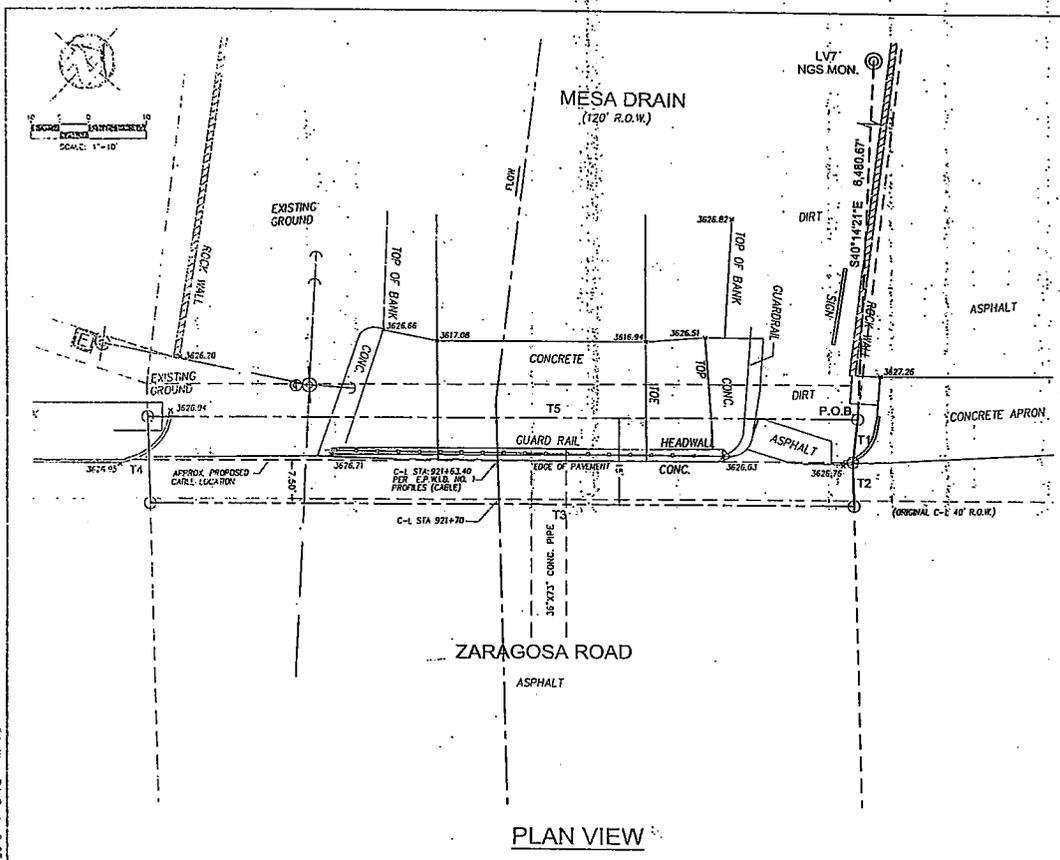


Mark Shoemith
Assistant City Attorney

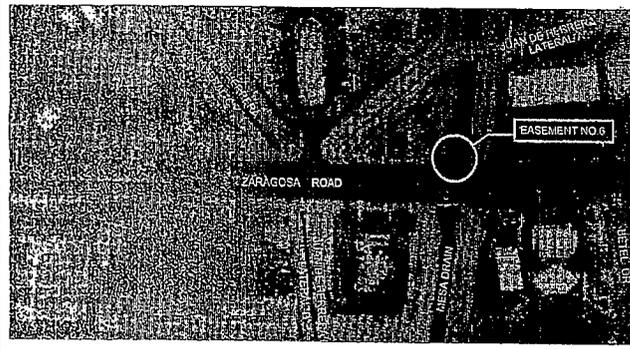


Patricia D. Adauto, Deputy City
Manager for Development and
Infrastructure Services

F:\PROJECTS\CDOT-WATER\CONSTRUCTION\FINALS\CDOP-4-6-6-09-4/28/2010-1'-04.5'-414'-101'



LOCATION MAP



**EASEMENT 6
MESA DRAIN**

Property Description: Portion of Zaragosa Road, crossing the Mesa Drain within Block 6, Ysleta Grant, El Paso, El Paso County, Texas.

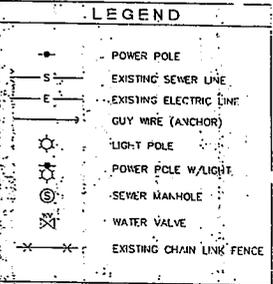
METES AND BOUNDS DESCRIPTION

The parcel of land herein described is a portion of Zaragosa Road, crossing the Mesa Drain within Block 6, Ysleta Grant, El Paso, El Paso County, Texas and is more particularly described by metes and bounds based on grid Texas Central Zone State Plane Coordinate System as follows:

- Commencing at LV7, a NGS monument with State Plane coordinates of North 10,639,489.05 and East 432,038.13 NAD 83, Texas Central Zone. THENCE a bearing of South 40° 14' 21" East, a distance of 6,480.67 feet to the Easterly corner of the easement herein described, being a point on the Easterly Right of Way of the Mesa Drain, and the TRUE POINT OF BEGINNING of this description;
- THENCE South 36° 24' 05" East, along the Easterly Right of Way of the Mesa Drain, a distance of 7.55 feet;
- THENCE South 44° 19' 38" East, along the Easterly Right of Way of the Mesa Drain, a distance of 7.50 feet;
- THENCE South 47° 01' 37" West, a distance of 120.92 feet to the Westerly Right of Way of the Mesa Drain;
- THENCE North 44° 25' 43" West, a distance of 15.00 feet along the Westerly Right of Way of the Mesa Drain;
- THENCE North 47° 11' 41" East, a distance of 121.98 feet to a point on the Easterly Right of Way of the Mesa Drain the POINT OF BEGINNING of this description.

Said parcel of land contains 1,818 Square Feet or 0.042 acres of land more or less.

T NO.	BEARING	DIST.
T1	S36°24'05"E	07.55'
T2	S44°19'38"E	07.50'
T3	S47°01'37"W	120.92'
T4	N44°25'43"W	15.00'
T5	N47°11'41"E	121.98'



NOTE:
ALL INFORMATION SHOWN HEREON WITH RESPECT TO UNDERGROUND CONDITIONS WAS DETERMINED BY DATA COLLECTED THROUGH SURVEY CREW OBSERVATION AND OTHER INFORMATION TAKEN FROM EXISTING PLANS AND MAPS OF RECORD. NO UNDERGROUND UTILITIES EXISTING OR ABANDONED WERE EXPOSED OR LOCATED.

UNLESS SPECIFICALLY ACCEPTED BY SLI ENGINEERING, INC. IN WRITING, SLI ENGINEERING, INC. MAKES NO CLAIM, EXPRESSED OR IMPLIED, AS TO THE UNDERGROUND SITE CONDITIONS.

CERTIFICATION
I HEREBY CERTIFY TO THE EL PASO WATER IMPROVEMENTS DISTRICT NO. 1 THAT THIS SURVEY, PLAN, DESCRIPTION OR REPORT MEETS ALL CURRENT DISTRICT SURVEY REQUIREMENTS ENUMERATED IN THE DISTRICT'S LAND SURVEY STANDARDS.

JULIENNO LICON, R.P.L.S.
REGISTERED PROFESSIONAL LAND SURVEYOR
TEXAS LICENSE NO. 2998
SLI ENGINEERING, INC.
6600 WESTWIND DRIVE, EL PASO, TEXAS 79912
(915) 584-4457

DATE: 6-22-10



NOTE:
ACCORDING TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY FLOOD INSURANCE RATE MAP COMMUNITY-PANEL NUMBER 460214 0048 C, REVISED FEBRUARY 16, 2006, THIS PROPERTY LIES IN FLOOD ZONE X.

ZONE "X" AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOODPLAIN.

NOTE: GRID BEARINGS AND COORDINATES ARE REFERENCED TO TEXAS STATE PLANE CENTRAL ZONE NAD-83.

Copyright 2007 SLI Engineering, Inc.
This map and survey are being provided solely for the use of El Paso Water Improvement District and no license has been created, expressed or implied, to copy the survey or/ or make) in all or necessary in conjunction with the original transaction. This transaction shall be effective within 60 (60) months from the date hereon 6/22/2010.

THE EL PASO COUNTY WATER IMPROVEMENT DISTRICT NO. 1 (DISTRICT) APPROVES THESE DRAWINGS AS MEETING THE DISTRICT DESIGN STANDARDS IN EFFECT ON THE DATE BELOW. THE DISTRICT HAS NOT REVIEWED THESE DRAWINGS FOR ANY PURPOSE OTHER THAN THOSE SET FORTH IN THE DISTRICT'S DESIGN STANDARDS AND THE DISTRICT DOES NOT WARRANT TO ANYONE THAT ANY OF THE INFORMATION, DESIGNS, SPECIFICATIONS, OR ANY OTHER INFORMATION REPRESENTED ON THESE DRAWINGS IS APPROPRIATE, SUITABLE, OR OTHERWISE SUFFICIENT FOR SAFETY OR STRUCTURAL INTEGRITY OR ANY OTHER PURPOSE.

BY: EL PASO COUNTY WATER IMPROVEMENT DISTRICT NO. 1

DATE: 7-14-10
RECEIVED
JUN 09 2010
EPCWID # 1
EXHIBIT A
1209

PROJECT NO.	4-6-6-09
DATE	4/28/2010
SCALE	1"=10'
PROJECT NAME	PROPOSED EASEMENTS FOR FIBER OPTIC CROSSINGS ALONG ZARAGOZA ROAD
LOCATION	EL PASO COUNTY, TEXAS
DATE OF SURVEY	6/22/10
DATE OF PLOTTING	7/14/10
PROJECT ENGINEER	JULIENNO LICON
CHECKED BY	SLI ENGINEERING, INC.
DATE OF CHECK	7/14/10
PROJECT MANAGER	SLI ENGINEERING, INC.
DATE OF PROJECT MANAGER CHECK	7/14/10
PROJECT SUPERVISOR	SLI ENGINEERING, INC.
DATE OF PROJECT SUPERVISOR CHECK	7/14/10
PROJECT COORDINATOR	SLI ENGINEERING, INC.
DATE OF PROJECT COORDINATOR CHECK	7/14/10
PROJECT CLERK	SLI ENGINEERING, INC.
DATE OF PROJECT CLERK CHECK	7/14/10
PROJECT ARCHITECT	SLI ENGINEERING, INC.
DATE OF PROJECT ARCHITECT CHECK	7/14/10
PROJECT ENGINEER	SLI ENGINEERING, INC.
DATE OF PROJECT ENGINEER CHECK	7/14/10
PROJECT MANAGER	SLI ENGINEERING, INC.
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PROJECT SUPERVISOR	SLI ENGINEERING, INC.
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PROJECT COORDINATOR	SLI ENGINEERING, INC.
DATE OF PROJECT COORDINATOR CHECK	7/14/10
PROJECT CLERK	SLI ENGINEERING, INC.
DATE OF PROJECT CLERK CHECK	7/14/10
PROJECT ARCHITECT	SLI ENGINEERING, INC.
DATE OF PROJECT ARCHITECT CHECK	7/14/10

1709

SHEET 6 OF 6
EASEMENT NO. 6
AT MESA DRAIN

