

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

**DEPARTMENT:** City Development Department

**AGENDA DATE:** Introduction: 12-11-2012  
Public Hearing: 12-18-2012

**CONTACT PERSON NAME AND PHONE NUMBER:** Mirian Spencer, (915) 541-4056, spencermd2@elpasotexas.gov

**DISTRICT(S) AFFECTED:** 8

**SUBJECT:**

An Ordinance granting a special privilege license to El Paso Community College for the construction, installation, maintenance and repair of a 1000 linear foot subsurface fiber optic cable within portions of City right-of-way beneath Rio Grande Avenue between Oregon Street and Kansas Street for a term of fifteen years with two renewable fifteen year terms (NESV12-00012) District 8.

**BACKGROUND / DISCUSSION:**

The proposed special privilege will allow the encroachment of a 1000 linear foot subsurface fiber optic cable line within portions of City right-of-way beneath Rio Grande between Oregon Street and Kansas Street. The fiber optic cable will connect existing fiber optic cable lines running between two EPCC Facilities.

**PRIOR COUNCIL ACTION:**

N/A

**AMOUNT AND SOURCE OF FUNDING:**

N/A

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**BOARD / COMMISSION ACTION:**

N/A

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

**DEPARTMENT HEAD:**

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Mathew S. McElroy, Director  
City Development Department

*Information copy to appropriate Deputy City Manager*

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

AN ORDINANCE GRANTING A SPECIAL PRIVILEGE LICENSE TO EL PASO COMMUNITY COLLEGE FOR THE CONSTRUCTION, INSTALLATION, MAINTENANCE AND REPAIR OF A 1000 LINEAR FOOT SUBSURFACE FIBER OPTIC CABLE WITHIN PORTIONS OF CITY RIGHT-OF-WAY BENEATH RIO GRANDE AVENUE BETWEEN OREGON STREET AND KANSAS STREET FOR A TERM OF FIFTEEN YEARS WITH TWO RENEWABLE FIFTEEN YEAR TERMS.

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

**SECTION 1. DESCRIPTION**

The City of El Paso (hereinafter called "City") hereby grants a Special Privilege License (hereinafter called "License") to El Paso Community College (hereinafter referred to as the "Grantee"), for the construction, installation, future maintenance, use and repair of one (1) 1000 linear foot subsurface fiber optic Cable within portions of City rights-of-way beneath Rio Grande Avenue between Oregon Street and Kansas Street as shown in Exhibit "A," which is made a part hereof for all purposes (hereinafter referred to as "Cable"). Use of the City rights-of-way shall be limited to the purpose of allowing the installation, maintenance use and repair of the Cable.

**SECTION 2. LICENSE AREA**

The aerial, subsurface and surface rights granted herein along portions of rights-of-way that extend beneath portions of right-of-way on Rio Grande Avenue between Oregon Street and Kansas Street is more particularly shown in Exhibit "B," which is made a part hereof for all purposes (hereinafter referred to as "License Area").

**SECTION 3. USE OF RIGHT-OF-WAY**

This License is granted solely for the encroachment onto City rights-of-way for the Cable. Any use of the License Area other than in connection with the construction, use, maintenance, reconstruction, or modification of the Cable is not authorize by this License. Nothing herein shall grant any real property interest to the Grantee nor give rise to any vested right in the Grantee, their assigns or successors in interest, none of whom shall have a cause of action for damages upon revocation or termination of this License in accordance with the terms herein.

The Cable is to be installed maintaining a five-foot separation from existing utilities. The areas necessitating pavement cuts shall comply with the provisions of Chapter 12.30 (Temporary Traffic Control), Chapter 13.04 (Street and Sidewalk Construction and Maintenance), and Chapter 13.08 (Excavations) of the El Paso City Code.

This Special Privilege License shall not be construed to waive any City permit requirements. Grantee shall be responsible for all maintenance. Grantee, at no cost to the City, shall clean up all litter and debris within the License Area, leaving City rights-of-way in a clean and orderly condition at all times when not in use.

This License shall not permit or be construed to permit any other private use of the City right-of-way that impairs its function as a City right-of-way. Except as provided herein, Grantee shall not construct any additional improvements, or make any additions or alterations on, above, or below the City right-of-way, without prior written consent of the El Paso City Council.

**SECTION 4. REGULATION OF CONSTRUCTION**

The work done by Grantee in installation, replacing, repairing, reconstructing, or maintaining the Cable shall be subject to and governed by all laws, rules and regulation of the City and State of Texas, Federal Communications Commission, and the U.S. Government that are applicable to the construction of the Cable. Work done in connection with the construction, repair and maintenance of such Cable is subject to the continuing police power of the City.

In the event that Grantee desires to reconstruct, repair, maintain, or replace the Cable built hereunder, Grantee shall obtain all applicable permits required by the City. Where proposed, any excavation or trenching and other construction in the License Area shall be so carried out as to interfere as little as practical with the surface use of the License Area in accordance with any lawful and reasonable direction given by or under the authority of the governing body of the City under the police and regulatory powers necessary to provide for public convenience.

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

The City shall have the power at any time to order and require Grantee to remove and abate any portion of the License Area that is dangerous to life or property. Should Grantee, after notice, fail or refuse to comply within a reasonable time, the City shall have the power to remove or abate the same, at the expense of Grantee. In the event City removes or abates the License Area as provided herein, Grantee shall not be compensated for the loss of the License Area, or revenues

associated with the area, nor shall the City be liable to the Grantee for any direct, indirect or consequential damages due to the removal or abatement of the License Area.

**SECTION 5. TERM**

This Special Privilege shall be for a term of fifteen (15) years from the effective date hereof, unless terminated earlier as provided herein. At the end of this term, the City shall have the unilateral option of renewing this Special Privilege for two (2) additional fifteen (15) year terms upon the request of the Grantee and approval of the El Paso City Council. If Grantee wishes the City to renew this License, Grantee shall submit a request in writing to the City no later than three (3) months prior to the expiration date of this License. Should Grantee fail to submit such request for the renewal of this License to the City as herein required, the License shall expire upon the expiration date. The City, at its sole discretion, may waive the notice requirement. Such discretion may be exercised by the City Manager prior to the expiration of this License. Grantee understands, agrees, and accepts that the City may require the terms, conditions, and provisions of this License be modified as a condition for renewing the grant of the encroachment within the License Area as permitted by this License.

**SECTION 6. WORK DONE BY OTHERS**

Throughout the term of this License, the City expressly reserves the right to install, repair, or reconstruct the City right-of-way used or occupied by Grantee, any streets or alleys and all ancillary public uses, usual and customary in connection with streets and alleys, expressly including but not limited to, drainage facilities and structures.

The City reserves the right, subject to further conditions described in this paragraph, to lay and permit to be laid, utility lines including, but not limited to, storm and sanitary sewer, gas, water, and other pipelines or Cable, and to do and permit to be done, any underground and overhead installation or improvement that may be deemed necessary or proper by the governing body of the City in, across, along, over or under the License Area occupied by Grantee, and to change any curb or sidewalk or the street grade of any street. The City shall notify Grantee of work to be performed as herein described. The City shall not be liable to Grantee for any damage resulting there from, nor shall the City be liable to Grantee for any damages arising out of the performance of any work by the City, its contractors or subcontractors, not willfully and unnecessarily occasioned; provided, however, nothing herein shall relieve any other persons or entities from liability for damage to the License Area. If the City requires Grantee to alter, change, adapt, remove, or relocate the Cable due to imminent public safety concerns, or because of changes in the grade of the License Area or in the location or manner of constructing a water pipe, sewer pipe

or other underground or aboveground pipes owned by the City, Grantee shall make the alterations or changes as soon as practicable when ordered in writing by the City without claim for reimbursement or damages against the City. If these requirements impose a financial hardship upon Grantee, Grantee shall have the right to present alternative proposals for the City's consideration. If the City requires Grantee to remove, alter, change, adapt or relocate its Cable or any portion thereof to enable any other entity or person, except the City, to use, or to use with greater convenience, the License Area, Grantee shall not be required to make such changes until such other entity or person shall have undertaken with solvent bond, to reimburse Grantee for any loss and expense which will be caused by or arise out of such removal, alteration, change, adaptation or conformance of the Cable; provided, however, the City shall not be responsible nor liable for such reimbursement.

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

The City reserves the right to use the surface or subsurface or airspace within the License Area for any public purposes allowed by law and deemed necessary by the City and to do or permit to be done any work in connection therewith which may be deemed necessary or proper by the City on, across, along, under or over said License Area occupied by Grantee provided such use does not interfere with Grantee's use of the License Area. Whenever by reason of said work in connection with said purposes it shall be deemed necessary by the City to alter, change, adapt, conform or relocate portions of the Cable such alteration or change or relocation shall be made by Grantee when ordered in writing by the City Manager or designee without any claim for reimbursement or damages against the City.

**SECTION 8. CONSIDERATION**

As consideration for this Special Privilege, Grantee shall pay to the City the sum of TWO THOUSAND AND NO/100 DOLLARS (\$2,000.00) per year. The annual fee shall remain the same for a period of one year from the date of execution by the El Paso City Council and shall be subject to change after each one year period the License remains in effect. The El Paso City Council retains the right to increase or decrease the annual fee specified in this License.

The City shall notify the Grantee of any proposed changes in fees as prescribed in Section 15 (Notice) of this License. This License is granted on the condition the Grantee pay for all costs associated with the Cable, as well as all costs for the restoration of the License Area upon the termination of the License.

The first annual consideration shall be due and owing prior to the El Paso City Council approval of the License. The advance payment shall be in the form of a cashier's check or business check payable to "The City of El Paso" and delivered to the City Development Department for remittance to the Financial Services Department. If the Special Privilege is disapproved by the El Paso City Council, a full refund of the payment shall be made by the Financial Services Department within fifteen (15) days of the denial action. Subsequent annual considerations shall be due the first day of the month in which the License has been granted by the El Paso City Council and remitted to the Financial Services Department.

**ADVANCE PAYMENT OPTION:**

Grantee shall have the option of pre-paying the City the entire amount for the fifteen (15) year term of the License, prior to the execution of this License. The fifteen (15) year amount is equal to TWENTY-FOUR THOUSAND FIVE HUNDRED NINETY-TWO AND NO/100 DOLLARS (\$24,592.00). Said \$24,592.00 reflects the net present value (NPV) at a three percent (3%) discount rate of the annual fees for the entire fifteen (15) year term of the License. Should Grantee select the advance payment option, Grantee shall not be entitled to a refund of the consideration paid to the City in case of cancellation by the City and/or the Grantee prior to the expiration of the 15 year term.

Both the annual consideration and the advance payment shall be exclusive of and in addition to all general municipal taxes of whatever nature, including, but not limited to, ad valorem taxes, assessments for public improvements or any other assessments that may be enacted during the term of this License or any renewal, except hereinafter provided. The fee established in this section shall not be affected by any relocation of Grantee's Cable required by the City pursuant to this License.

The fee payment shall be exclusive of and in addition to all costs of obtaining required permits, plans and other approvals as necessary to conform to all other applicable City Special Privileges and regulations.

**SECTION 9. INSURANCE**

Grantee shall submit to the City a sworn affidavit, in a form attached hereto and incorporated herein as Exhibit "C" and signed by a duly authorized representative identifying that Grantee is a public institution of higher education in the State of Texas, and its employees and property are subject to the Texas Tort Claims Act found in the Texas Civil Practices and Remedies Code, Title V, Governmental Liability. Grantee's liability under the Texas Tort Claims Act is limited to monetary damages in a maximum amount of ONE MILLION AND NO/100 DOLLARS (\$1,000,000) per occurrence for bodily injury, death or destruction of property. The affidavit is in a form prescribed by the City containing the provisions acceptable to the City. The affidavit shall contain an affirmative recital identifying that the Grantee shall meet, accept, perform and be bound by all the same obligations and requirements of any Grantee that is not self-insured, subject to the provisions of the Texas Tort Claims Act. This City may impose additional requirements upon Grantee in order to protect the public health, safety and welfare. Any additional requirements imposed by the City upon Grantee under this Section are subject to Grantee's status as a state entity under the Texas Tort Claims Act.

**SECTION 10. INDEMNITY**

The parties expressly agree that neither party shall have the right to seek indemnification from the other party for any losses, costs, expenses or damages directly or indirectly arising, in whole or part from this Agreement.

**SECTION 11. RIGHTS IN THE EVENT OF ABANDONMENT**

As an express condition of this License, and not as a mere covenant, in the event Grantee abandons the Cable or a portion thereof or ceases to use the Cable for the purposes enumerated herein for any period of six (6) months or longer, other than the time elapsing between the effective date of this license and the completion of construction of the Cable, this License shall automatically terminate, free and clear of any right, title, or interest in Grantee without the necessity of any notice to Grantee or any re-entry by the City.

**SECTION 12. CANCELLATION**

Grantee shall have the option to terminate this License at any time upon giving the City written notice thirty (30) days in advance of such termination. In addition, the City shall have the option to cancel and terminate this License for failure of Grantee to comply with any material provision or requirement contained in this agreement after thirty (30) days written notice to Grantee. However, if said breach or failure to comply cannot be reasonably cured within thirty (30) days, if Grantee shall proceed promptly to cure the same with due diligence, the time for curing such failure to

comply shall be extended for such period of time as may be deemed reasonably necessary by the City to complete such curing unless such breach involves public safety.

The City shall have the option to terminate this License at any time upon giving the Grantee written notice thirty (30) days in advance of such termination, at no cost to the City and may take possession of the City right-of-way. All rights of the Grantee for the City right-of-way shall then be terminated. If the License is cancelled by the City, Grantee shall not be entitled to a refund of the paid annual consideration for the months remaining in the License year (the twelve month period beginning on the effective date of this License). If this License is cancelled due to Grantee's failure to cure any default under this License, abandonment or cancellation by Grantee, Grantee shall not be entitled to a refund of consideration paid to the City.

Upon termination of this License, prior to the expiration of the original term for any reason, Grantee shall remove Grantee's Cable located in the License Area at no cost to the City. Grantee shall restore the License Area to the reasonable satisfaction of the City Engineer and in accordance with City specifications, at Grantee's own cost and expense. Any such restoration shall be subject to the reasonable approval of the City. If the Grantee fails to restore the License Area as required herein, the City may at its option restore the License Area and charge such costs to Grantee who shall be responsible for payment of such repair and restoration costs.

**SECTION 13. RECORDS**

The El Paso City Council and the El Paso City Manager or designee shall be kept fully informed by Grantee as to matters pertaining in any way to Grantee's exercise of Grantee's rights under this License, including the construction, replacement, reconstruction, maintenance, and repair of the Cable within the License Area. Obtaining all applicable City permits shall be deemed sufficient to keep such parties informed. Grantee shall keep complete and accurate maps, construction drawings, and specifications describing the location of the structure(s) within the City right-of-way. The City shall have the right, at reasonable times to inspect such maps, construction drawings, and specifications.

**SECTION 14. NOTICE**

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

CITY: City of El Paso  
Attn: City Manager  
#2 Civic Center Plaza 10<sup>th</sup> Floor  
El Paso, Texas 79901

with copy to: City of El Paso  
ATTN: City Development Department  
#2 Civic Center Plaza 5<sup>th</sup> Floor  
El Paso, Texas 79901

with copy to: City of El Paso  
ATTN: Financial Services Department –  
Financial Accounting & Reporting  
#2 Civic Center Plaza 7<sup>th</sup> Floor  
El Paso, Texas 79901

GRANTEE: El Paso Community College  
PO BOX 20500  
El Paso, Texas 79998-0500  
ATTN: Rick Lobato

or to such other addresses as Grantee may designate from time to time by written notice as required in this paragraph.

**SECTION 15. ASSIGNMENT**

The rights granted by this License inure to the benefit of the Grantee, and any parent, subsidiary, or successor entity now or hereafter existing. The rights shall not be assignable without the express advanced written consent of the El Paso City Manager.

**SECTION 16. LEASING OR DEDICATION OF FACILITIES**

Grantee, without the advanced written consent of the El Paso City Manager or designee, shall not lease the License Area to any non-grantee person or entity.

**SECTION 17. ADMINISTRATION OF LICENSE**

The El Paso City Manager or designee is the principal City official responsible for the administration of this License. Grantee recognizes that questions regarding the interpretation or application of this License shall be referred to the El Paso City Manager or designee.

**SECTION 18. NO PROPERTY RIGHTS**

Nothing herein shall grant any real property interest to the Grantee nor give rise to any vested right in the Grantee, Grantee's assigns or successors in interest, none of whom shall have a cause of action for damages upon revocation or termination of this License in accordance with the terms herein.

**SECTION 19. LIENS AND ENCUMBRANCES**

Grantee shall defend and indemnify the City against any liability and loss of any type arising from any lien or encumbrance on the License Area that arises or is alleged to have arisen from Grantee's use of the Licensed Area.

**SECTION 20. RIGHT OF ENTRY AND INSPECTION**

The City's authorized representative shall have the right to enter upon the licensed area at all reasonable times for the purpose of inspecting the same and determining compliance with the terms of this License.

**SECTION 21. LAWS AND ORDINANCES**

Grantee shall comply with all statutes, laws, codes and ordinances applicable to Grantee's construction, repair, renovation, alteration or use of the License Area.

**SECTION 22. ENTIRE AGREEMENT**

This document contains all of the agreements between the parties and may not be modified, except by an agreement in writing signed by both parties.

**SECTION 23. SEVERABILITY**

Every provision of this license is intended to be severable. If any term or provision hereof is illegal or invalid for any reason whatsoever, such illegality shall not affect the validity of the remainder of this license.

**SECTION 24. LAWS GOVERNING/VENUE**

The laws of the State of Texas shall govern the validity, performances, and enforcement of this license and if legal action is necessary to enforce it, exclusive venue shall be in El Paso County, Texas.

**SECTION 25. RESTRICTIONS AND RESERVATIONS**

This License is subject to all rights-of-way, easements, dedications, restrictions, reservations and other encumbrances of record and running with the land. If, at any time during the initial term of this license, or any extension thereof, any such rights-of-way, easements, dedications, restrictions, reservations and other encumbrances of record and running with the land, preclude, interrupt or interfere with Grantee's use of the License Area, Grantee shall have the right to terminate this License upon giving the City prior written notice of its intent to do so.

**SECTION 26. EFFECTIVE DATE**

The effective date of this License shall be the date last entered below. This License shall not take effect unless Grantee files Grantee's written acceptance with the City prior to the enactment of this License by the El Paso City Council.

**PASSED AND APPROVED** this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

**WITNESS THE FOLLOWING SIGNATURES AND SEALS**

**THE CITY OF EL PASO**

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

**ATTEST:**

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

**APPROVED AS TO FORM:**

*Lauren Ferris*  
\_\_\_\_\_  
Lauren K. Ferris  
Assistant City Attorney

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Mathew S. McElroy, Director  
City Development Department

(Acceptance to follow on next page)

**ACCEPTANCE**

The above instrument, with all conditions thereof, is hereby accepted this \_\_\_\_ day \_\_\_\_\_, 20\_\_.

**GRANTEE:**  
**El Paso Community College**

\_\_\_\_\_  
By: William Serrata, PhD  
President

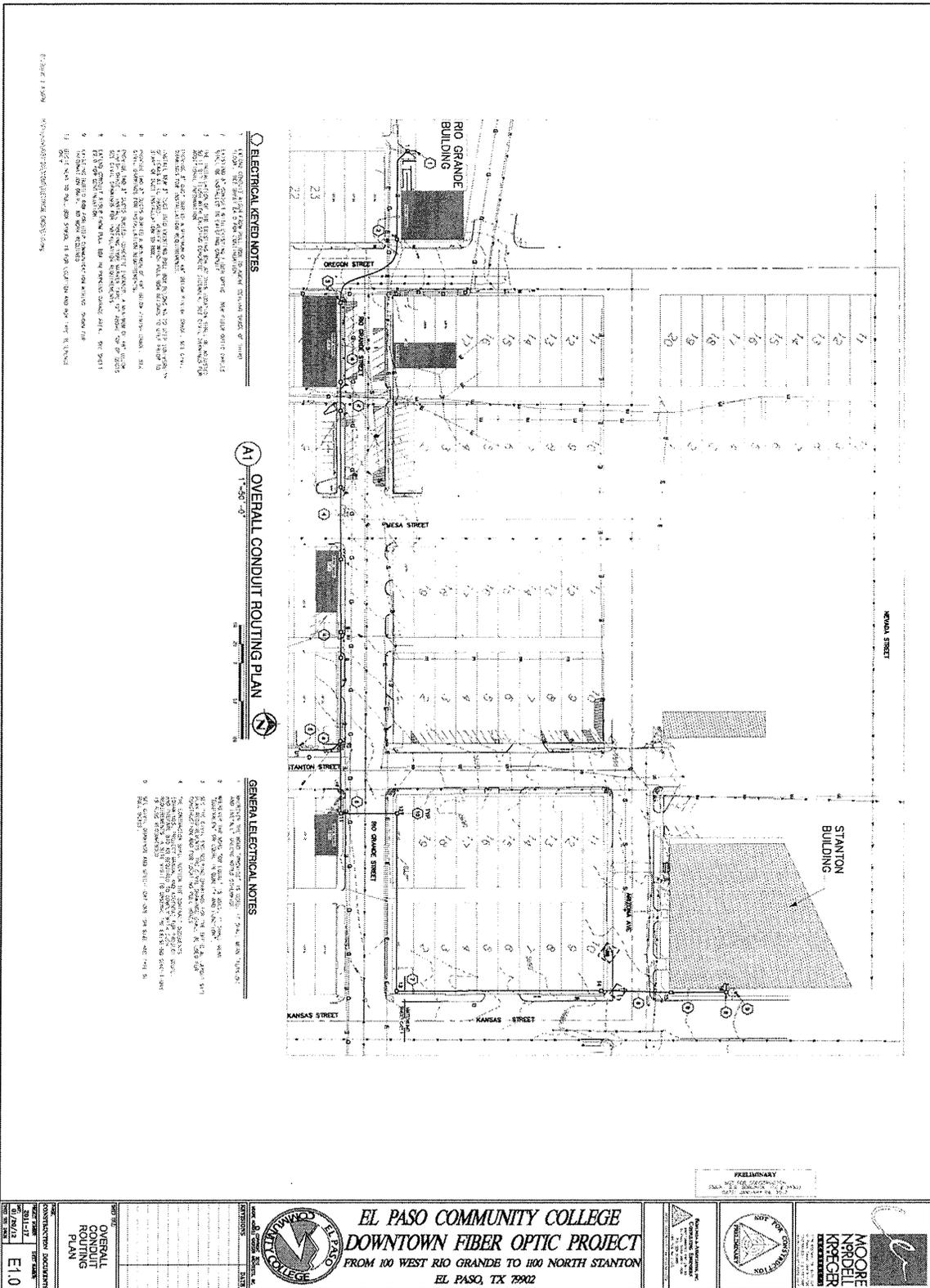
**ACKNOWLEDGMENT**

THE STATE OF TEXAS            )  
  )  
COUNTY OF EL PASO            )

This instrument is acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_, by William Serrata, PhD, as President, for Grantee.

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

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



- ELECTRICAL KEYED NOTES**
1. ALL CONDUIT SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF EL PASO SPECIFICATIONS FOR CONDUIT INSTALLATION.
  2. ALL CONDUIT SHALL BE INSTALLED IN ACCORDANCE WITH THE CITY OF EL PASO SPECIFICATIONS FOR CONDUIT INSTALLATION.
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**(A1) OVERALL CONDUIT ROUTING PLAN**

- GENERAL ELECTRICAL NOTES**
1. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF EL PASO SPECIFICATIONS FOR ELECTRICAL INSTALLATION.
  2. ALL ELECTRICAL WORK SHALL BE IN ACCORDANCE WITH THE CITY OF EL PASO SPECIFICATIONS FOR ELECTRICAL INSTALLATION.
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	<b>EL PASO COMMUNITY COLLEGE</b> <b>DOWNTOWN FIBER OPTIC PROJECT</b> FROM 100 WEST RIO GRANDE TO 100 NORTH STANTON EL PASO, TX 79902		
	PRELIMINARY DATE: 08/15/2011 DRAWN BY: J. KREYGER		
PROJECT NO.: 100-100-100 SHEET NO.: E1.0	DATE: 08/15/2011 DRAWN BY: J. KREYGER	DATE: 08/15/2011 DRAWN BY: J. KREYGER	DATE: 08/15/2011 DRAWN BY: J. KREYGER

**EXHIBIT "A"**  
**PG 1 of 2**



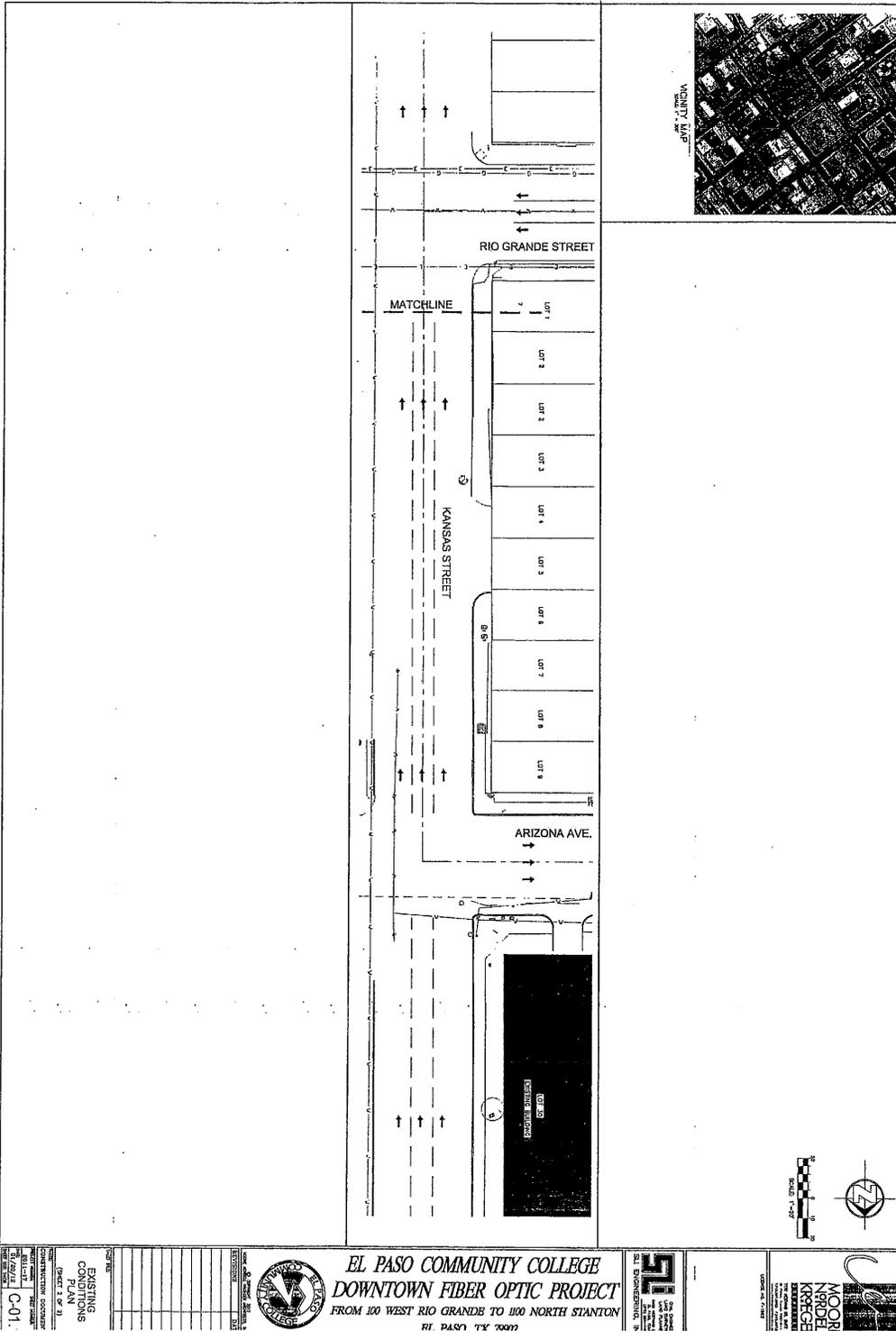
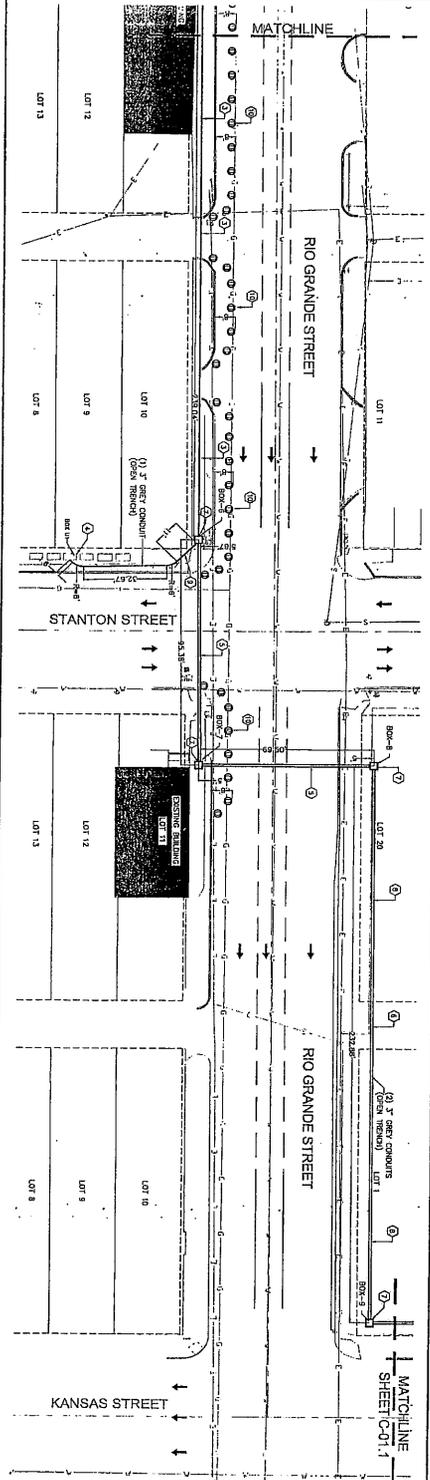
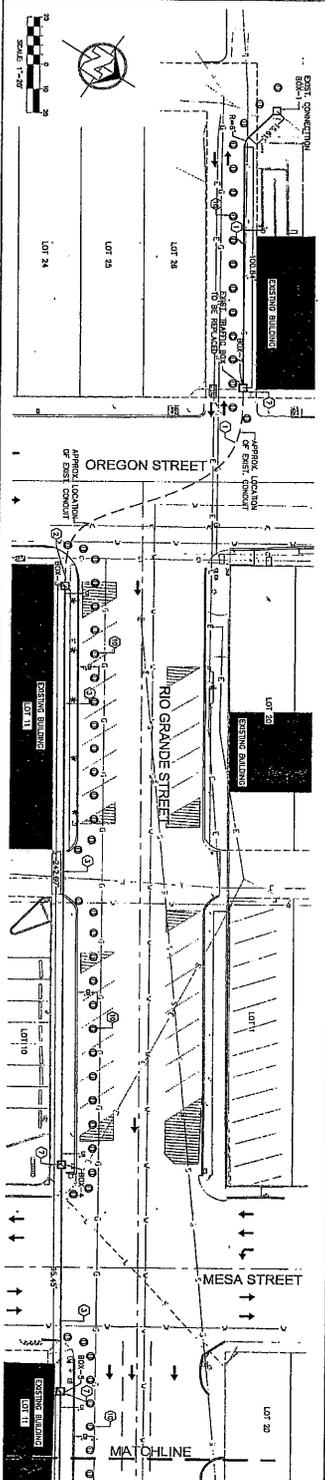
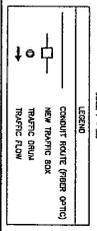
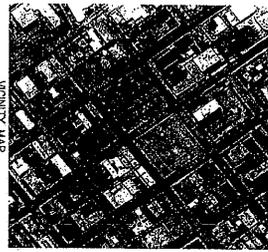


EXHIBIT "B"  
 PG 1 of 3

Matter # 12-1007-568 PL # 147148  
 Special Privilege License  
 EPCC/Fiber Optic Cable/City ROW  
 LKF

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



- NOTES:**
1. CONDUIT ROUTE SHALL BE INSTALLED IN THE TRAFFIC ROW AND SHALL BE INSTALLED TO THE RIGHT OF THE TRAFFIC SIGNAL AND TRAFFIC ROW.
  2. CONDUIT ROUTE SHALL BE INSTALLED IN THE TRAFFIC ROW AND SHALL BE INSTALLED TO THE RIGHT OF THE TRAFFIC SIGNAL AND TRAFFIC ROW.
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**EL PASO COMMUNITY COLLEGE**  
DOWNTOWN FIBER OPTIC PROJECT  
FROM 100 WEST RIO GRANDE TO 100 NORTH STANTON  
EL PASO, TX 79968

**SIL ENGINEERING**  
1000 WEST RIO GRANDE  
EL PASO, TX 79968  
TEL: 972-792-1111  
WWW.SILENGINEERING.COM

**MOORE NRP&E KRFF&E**  
1000 WEST RIO GRANDE  
EL PASO, TX 79968  
TEL: 972-792-1111  
WWW.MOOREKRFF&E.COM

CONDUIT ROUTING PLAN  
SHEET 1 OF 2  
C-021

CONSTRUCTION DOCUMENT  
NO. 10/20/12

DATE: 10/20/12

**EXHIBIT "B"**  
**PG 2 of 3**

Matter # 12-1007-568 PL # 147148  
Special Privilege License  
EPCC/Fiber Optic Cable/City ROW  
LKF

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

STATE OF TEXAS )  
 )  
COUNTY OF EL PASO )

**AFFIDAVIT**

**BEFORE ME**, the undersigned authority, on this day personally appeared William Serrata, PhD, who, being by my duly sworn, stated under oath as follows:

“El Paso Community College has submitted an application to request permission from the City of El Paso to encroach onto portions of public rights-of-way with a fiber optic cable system beneath portions of right-of-way on Rio Grande Avenue between Oregon Street and Kansas Street; and

El Paso Community College affirms they are a public institution of higher education in the State of Texas, and that its employees and property are subject to the Texas Tort Claims Act found in the Texas Civil Practices and Remedies Code, Title V, Governmental Liability. The liability of El Paso Community College under the Texas Tort Claims Act is limited to monetary damages in a maximum amount of ONE MILLION AND NO/DOLLARS (\$1,000,000.00) per occurrence for bodily injury, death or destruction of property.

In order to receive approval of their application, El Paso Community College agrees they shall meet, accept, perform and be bound by all the same obligations and requirements of any applicant who is not self-insured, subject to the provisions of the Texas Tort Claims Act”

EL PASO COMMUNITY COLLEGE

BY: \_\_\_\_\_

William Serrata, PhD, President

**ACKNOWLEDGEMENT**

STATE OF TEXAS )  
 )  
COUNTY OF EL PASO )

This instrument is acknowledged before me on this \_\_\_\_\_ day of \_\_\_\_\_, 2012, by William Serrata, PhD. on behalf of El Paso Community College.

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

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

**EXHIBIT “C”**