

CAMINO REAL REGIONAL MOBILITY AUTHORITY BOARD RESOLUTION

WHEREAS, various area agencies have partnered with the Camino Real Regional Mobility Authority (CRRMA) to develop a bike share program within the El Paso region (the “Bike Share Program”), whereby the CRRMA would be responsible for the development, implementation and operation of the Bike Share Program; and

WHEREAS, the CRRMA desires to place bike stations to support the Bike Share Program in various locations, including some on City of El Paso property and rights of way; and

WHEREAS, the City of El Paso City Code requires the issuance of a special privilege license, approved by the City Council, for the encroachment on any City owned property and rights of way and therefore the CRRMA desires the granting of such a license for the placement of such bike share station locations;

NOW, THEREFORE, BE IT RESOLVED BY THE CAMINO REAL REGIONAL MOBILITY AUTHORITY:

THAT the Executive Director be authorized to execute a license agreement, and any related instruments, with the City of El Paso granting the CRRMA the authority to place El Paso Bike Share Program stations on City of El Paso property and rights of way.

PASSED AND APPROVED THIS 12TH DAY OF AUGUST 2015.

**CAMINO REAL REGIONAL
MOBILITY AUTHORITY**

ATTEST:

Joe D. Wardy, Vice Chair

Susan A. Melendez, Board Secretary

APPROVED AS TO CONTENT:

Raymond L. Telles
Executive Director

ORDINANCE NO. _____

AN ORDINANCE GRANTING A LICENSE TO THE CAMINO REAL REGIONAL MOBILITY AUTHORITY, A REGIONAL MOBILITY AUTHORITY CREATED AND OPERATING PURSUANT TO CHAPTER 370 OF THE TEXAS TRANSPORTATION CODE, TO PERMIT THE CONSTRUCTION, INSTALLATION, MAINTENANCE, USE AND REPAIR OF BICYCLE SHARE FACILITIES ON CERTAIN PUBLIC PROPERTIES, INCLUDING PUBLIC RIGHTS-OF-WAY IN THE CITY OF EL PASO, EL PASO COUNTY, TEXAS.

WHEREAS, the public health, safety and welfare will be enhanced by the implementation of a Bike Share Program whereby system subscribers have access to rent public bicycles on a short-term basis for use within the City through self-service kiosk locations; and

WHEREAS, on July 15, 2013 the City of El Paso, Texas (“City”), the El Paso Metropolitan Organization (“MPO”), and the Camino Real Regional Mobility Authority (“CRRMA”), hereinafter collectively referred to as the “Parties,” entered into an Interlocal Agreement for the purpose of the funding and development of a Bike Share Program in El Paso, whereby the City and MPO would provide partial funding for the program and the CRRMA would administer such program; and

WHEREAS, the bicycle sharing experience of the general public will be enhanced by the installation of bike share infrastructure on readily accessible public property including the public right-of-way; and

WHEREAS, the CRRMA wishes to begin the installation and operation of bicycle share infrastructure on City-owned property, including the right-of-way; and

WHEREAS, Section 15.08.120 of the El Paso City Code requires the issuance of a special privilege license, approved by the City Council, for surface encroachments of the public right-of-way not specifically defined by said section; and

WHEREAS, City Code Section 15.08.120(F)(5) authorizes the City Council to waive or reduce the established fee for Special Privilege Licenses for items located within a Tax Increment Reinvestment Zone (“TIRZ”), and furthermore, this License serves a municipal purpose of providing recreational activities, and clean and provides alternate transportation methods and Council wishes to set the fee to zero for this License, some of which is located within a TIRZ, and all of which serves a municipal purpose.

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

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SECTION 1. DESCRIPTION

The City of El Paso (hereinafter called “City”) hereby grants a License (hereinafter called “License”) to the Camino Real Regional Mobility Authority (hereinafter called “Grantee”) to administer a Bicycle Share Program (hereinafter called “Program”) for the construction, installation, maintenance, use and repair of Bicycle Share Stations (hereinafter called “Station”) on certain City-owned properties, including certain public rights-of-way within the jurisdictional boundaries of the City.

SECTION 2. LICENSE AREA

The subsurface and surface rights granted herein on certain City-owned properties, including along portions of rights-of-way, are located within the jurisdictional boundaries of the City of El Paso, El Paso County, Texas (hereinafter referred to as “License Area”).

SECTION 3. USE OF PROPERTY

This License is granted solely for the encroachment onto City-owned property, including the right-of-way for the construction, installation, maintenance, use and repair of bicycle share stations in connection with the Program.

This License shall not permit or be construed to permit any other private use of City-owned property, including the right-of-way, that impairs its function. Except as provided herein, Grantee shall not construct any additional improvements, or make any additions or alterations on, above or below the City owned property or right-of-way without prior written consent of the El Paso City Council. Stations located within the City rights-of-way shall comply with all terms and conditions of El Paso City Code section 15.08.120.

SECTION 4. AUTHORIZATION TO ALLOW USE OF PUBLIC PROPERTY AND RIGHT-OF-WAY

The City Manager or designee is authorized but not required to allow the installation of Stations on City-owned property, including the right-of-way by the Grantee but in no case shall the authorization granted by this section require the City Manager, or designee, to allow the installation of Stations in locations that the City Manager or designee deems not suitable for the installation of such infrastructure.

A. Criteria for the Location of Stations

- (1) The City Manager or designee shall consider whether a Station interferes with the visibility needs of drivers.
- (2) The City Manager or designee shall consider whether a Station unreasonably interferes with the flow of pedestrian traffic, taking into consideration the queuing areas for adjacent businesses, the size of the Station and the width of the sidewalk.

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(3) Stations placed on sidewalks shall:

- (a) Require a minimum of five (5) feet of clear pedestrian clearance and bicycle access behind a docked bicycle tire, although a larger clear width is preferable when possible.
- (b) Require a minimum set back of two (2) feet from the curb face for car clearance if placed where on-street parking is permitted.

(4) Stations placed on street shall:

- (a) Require a minimum set back of six (6) inches from the curb.
 - (b) Require a safe hit post placed a minimum of four (4) feet from both of the short ends of the Station.
 - (c) Require placement on streets with a posted traffic speed of no more than thirty (30) miles per hour.
 - (d) Not be located in bus zones or loading zones.
- (5) The Station shall be set back a minimum of five (5) feet from the back edge of a crosswalk and where possible, should be set back a minimum of four (4) feet from any driveways or other curb cuts.
- (6) The Station shall not obstruct access to public utilities, including manhole covers, water meters, electrical cabinets, and vent grates.
- (7) The Station shall not impede access to transit stops and shelters, or paid parking kiosks/meters.

B. Procedure for Station Location and Relocation Approval

- (1) It shall be unlawful to install or maintain a Station on City-owned property, including the right-of-way, except as permitted by the City Manager or designee through a signed endorsement of the location.
- (2) All Stations on City-owned property, including right-of-way shall be installed, operated and maintained by the Grantee in conformity with the criteria listed under Subsection A of this Section.
- (3) Before a location for Station can be endorsed, the Grantee must submit design plans, which should be accompanied by photographs and any other supporting documents deemed necessary, to the City Manager or designee for approval.

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- (4) In addition, the Grantee shall provide proof that notice of the proposed location of the Station has been issued to the property owner, property manager, and/or tenant (hereinafter called “Affected Person(s)”) whose property abuts the proposed location.
- (a) Such notice shall be provided on a form prescribed by the City Manager or designee containing a space where the Affected Person(s) may indicate whether he or she opposes the location and why.
- (b) The City Manager or designee shall consider any comments received from the affected person(s) and consider those comments in making a decision.
- (5) All Station locations, including Station relocations, shall include an administrative review and comment by affected City departments and regional agencies, which will make recommendations for approval or denial of the request prior to the endorsement of the location by the City Manager or designee.

SECTION 5. REGULATION OF CONSTRUCTION

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

In the event that the Grantee desires to reconstruct, repair, maintain, or replace the Stations built hereunder, the 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.

The Grantee covenants and agrees that the Grantee shall, at the Grantee’s own expense, repair all water lines, storm and sanitary sewer lines, service lines and water meters owned by the City that the Grantee, the 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 the Grantee to remove and abate any portion of the License Area that is dangerous to life or property. Should the 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 the Grantee. In the event City removes or abates the License Area as provided herein, the 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.

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SECTION 6. TERM

This Special Privilege License shall be permanent from the date of execution and does not require renewal.

SECTION 7. 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 and property used or occupied by Grantee, any streets or alleys and all ancillary public uses, usual and customary in connection with streets and alleys, expressly including but not limited to, drainage facilities and structures.

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

SECTION 8. 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

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connection with said purposes it shall be deemed necessary by the City to alter, change, adapt, conform or relocate portions of the Stations 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 9. CONSIDERATION

As consideration for this Special Privilege License, the Grantee agrees to provide the general public access to the Program, which provides a benefit to the residents and visitors of the City by connecting to and extending the City's fixed route transit system, decreasing barriers to active transportation, takes a step closer to a bicycle friendly City, provides health, environmental and recreation benefits, enhances adjacent City parks and recreation activities and facilities, and provides community attractiveness for residents and visitors to the City. Additionally, for Special Privilege Licenses or Permits located within a Tax Increment Zone ("TIRZ"), the City Code allows Council to reduce or waive the fees, and several of the Stations will be located within a TIRZ.

SECTION 10. INSURANCE

Prior to commencement of any future construction, repairs, or maintenance operations during the term of this License, Grantee shall provide the City with a certificate of insurance and shall maintain such insurance in effect during the term of this License. The City shall be named as an additional insured on all of the Grantee's insurance policies that are required by this License. Failure to maintain insurance shall be a material breach of this License and a basis for termination of this License by the City.

Grantee shall be responsible and liable for any damages, including mechanic's and materialmen's liens, caused or arising out of or in connection with Grantee's Permitted Use of the City-owned property, including right-of-way. Grantee and its agents, contractors, subcontractors, employees, invitees, or licensees, before construction, installation, maintenance or repair of Stations on City-owned property, including right-of-way shall obtain and maintain the following insurance during the term of this License:

- A. Commercial General Liability.** Grantee, at its sole cost and expense shall provide and keep in force for the benefit of Grantee with the City as an additional insured, comprehensive general liability insurance in an amount not less than One Million and no/100 Dollars (\$1,000,000.00) for bodily injury to one person for each occurrence, Two Million and no/100 Dollars (\$2,000,000.00) for bodily injuries to more than one person arising out of each occurrence and Five Hundred Thousand and no/100 Dollars (\$500,000.00) for property damage arising out of each occurrence, or in amounts equal to the maximum liability for damages for municipalities for claims arising under governmental functions, provided for under the Texas Tort Claims Act, whichever is greater.

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B. Automobile Liability. Grantee, at its sole cost and expense, shall provide and keep in force for the benefit of Grantee with the City as an additional insured, automobile liability insurance covering allowed, non-owned, and hired vehicles used by Grantee for all operations with a minimum limit of One Million and no/100 Dollars (\$1,000,000.00) combined single limit per accident for bodily injury and property damage.

The policy or policies shall include a waiver of subrogation with respect to the City. Loading and unloading of any motor vehicle must be covered by endorsement to the automobile liability policy or policies.

C. Workers' Compensation Insurance. Grantee has no employees as of the execution of this License; however, in the event Grantee shall retain one or more employees, Grantee shall obtain and maintain throughout the remainder of the term of this License Workers' Compensation and Employers Liability coverage with limits consistent with statutory benefits outlined in the Texas Workers' Compensation Act and minimum policy limits for employers liability of One Million and no/100 Dollars (\$1,000,000.00) bodily injury each accident, One Million and no/100 Dollars (\$1,000,000.00) bodily injury by disease each employee. Upon Grantee's retention of one or more employees, the following endorsements shall be added to the policy:

(1) A Waiver of Subrogation in favor of the City; and

(2) A thirty (30) day Notice of Cancellation/Material Change in favor of the City

All policies of insurance required herein shall be in a form and with a company or companies reasonably satisfactory to the City and shall name the City as an additional insured. Each such policy shall provide that such policy may not be materially changed (e.g., coverage limits reduced below the minimum specified in this License) or otherwise materially altered, or canceled by the insurer during its term without first giving at least thirty (30) days written notice to the City. Policies or certificates of valid policies of insurance with required coverages shall be delivered to the City Manager or designee prior to construction, installation, maintenance or repair of Stations by Grantee or Grantee's representative on City-owned property, including right-of-way and all required coverages must be in full force and effect throughout the term of this License. The provisions of this Section shall survive the term of this License Agreement.

If Grantee contracts with a third party to operate the Program, such third party shall provide the insurance required herein.

SECTION 11. RISK ALLOCATION

A. No Indemnification. The parties expressly agree that neither party shall have the right to seek indemnification or contribution from the other party for any losses, costs, expenses, or damages directly or indirectly arising, in whole or part, from this License.

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- B. **Governmental Function.** The parties expressly agree that, in all things relating to this License, the parties are each performing a governmental function, as defined by the Texas Tort Claims Act. Neither party waives any immunity under the Texas Tort Claims Act. The parties further expressly agree that every act or omission of the City or Grantee, which in any way pertains to or arises out of this License, falls within the definition of governmental function. The parties also agree that Grantee is entering into this Agreement as part of its mission to provide mobility services.
- C. **Exclusion of Incidental and Consequential Damages.** Independent of, severable from, and to be enforced independently of any other enforceable or unenforceable provision of this License, neither party shall be liable to the other party (nor to any person claiming rights derived from such party's rights) for incidental, consequential, special, punitive, or exemplary damages of any kind – including lost profits, loss of business, or other economic damage, and further including injury to property, mental and emotional distress – as a result of breach of any term of this License, regardless of whether the party was advised had other reason to know, or in the fact knew of the possibility thereof.
- D. **Maximum Aggregate Liability.** Independent of, severable from, and to be enforced independently of any other enforceable or unenforceable provision of this License, IN NO EVENT SHALL THE CITY AGREGATE LIABILITY TO GRANTEE (INCLUDING LIABILITY TO ANY PERSON OR PERSONS WHOSE CLAIM OR CLAIMS ARE BASED ON OR DERIVED FROM A RIGHT OR RIGHTS CLAIMED BY GRANTEE), WITH RESPECT TO ANY AND ALL CLAIMS AT ANY AND ALL TIMES ARISING FROM OR RELATED TO THE SUBJECT MATTER OF THIS LICENSE, IN CONTRACT, TORT, OR OTHERWISE, EXCEED THE AMOUNT OF CONSIDERATION ACTUALLY PAID BY THE GRANTEE UNDER THE TERMS OF THIS LICENSE.
- E. **Intentional Risk Allocation.** Grantee and the City each acknowledge that the provisions of this License were negotiated to reflect an informed, voluntary allocation between them of all risks (both known and unknown) associated with the transactions associated with this License. The disclaimers and limitations in this License are intended to limit the circumstances of liability. The remedy limitations, and the limitations of liability, are separately intended to limit the forms of relief available to the parties.
- F. Grantee shall endeavor to require that any entity retained to operate the Program in whole or in part ("third party operator") shall **indemnify, defend and hold harmless the Grantee, its officers, agents, servants and employees, including the City, from and against any and all costs, claims, liens, damages, losses, expenses (including but not limited to attorneys' fees and costs), fees, fines, penalties, proceedings, demands, causes of action, liability and suits of any kind and nature, including but not limited to, personal injury or death or property damage, arising out of, resulting from or related to the third party operator's activities under this License, including any act or omission by the Grantee, the Grantee's agents, employees or subcontractors. This indemnification shall apply even where such activities described above involve the negligence or allegations of negligence on the part of the Grantee or the City, their respective officers, agents or**

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employees. The City will not be responsible for any loss of or damage to the Grantee's property from any cause.

SECTION 12. RIGHTS IN THE EVENT OF ABANDONMENT

As an express condition of this License, and not as a mere covenant, in the event Grantee abandons any Station or a portion thereof or ceases to use any Station 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 Stations, 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 13. 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 License 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 owned property or right-of-way. All rights of the Grantee for the City owned property or right-of-way shall then be terminated.

Upon termination of this License, Grantee shall remove Grantee's Stations 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 14. 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 Stations within the License Area. Obtaining all applicable City permits shall be deemed sufficient to

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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 owned property or right-of-way. The City shall have the right, at reasonable times to inspect such maps, construction drawings, and specifications.

SECTION 15. NOTICE

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

| | |
|---------------|---|
| CITY: | City of El Paso Attn: City Manager P.O. Box 1890 El Paso, Texas 79950-1890 |
| With copy to: | City of El Paso Attn: Planning & Inspections Department 811 Texas Avenue El Paso, Texas 79901 |
| GRANTEE: | Camino Real Regional Mobility Authority Attn: Executive Director 300 North Campbell Street, 2 nd Floor El Paso, Texas 79901 |

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

SECTION 16. 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 17. 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 18. 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.

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SECTION 19. 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 20. LIENS AND ENCUMBRANCES

To the extent permitted by law, 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 21. 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 22. 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 23. 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 24. 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 25. 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 26. 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

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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 27. EFFECTIVE DATE

The effective date of this License shall be the date last entered below.

ADOPTED this ____ day of _____, 2015.

WITNESS THE FOLLOWING SIGNATURES AND SEALS

THE CITY OF EL PASO

Oscar Leaser
Mayor

ATTEST:

Richarda Duffy Momsen
City Clerk

APPROVED AS TO FORM:

Kristen L. Hamilton-Karam
Assistant City Attorney

APPROVED AS TO CONTENT:

Larry F. Nichols, Director
Planning & Inspections Department

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ACCEPTANCE

The above instrument, with all conditions thereof, is hereby accepted this ____ day of _____, 2015.

GRANTEE:

Camino Real Regional Mobility Authority (CRRMA)

By: Raymond L. Telles, as its Executive Director

ACKNOWLEDGMENT

THE STATE OF TEXAS)

)

COUNTY OF EL PASO)

This instrument is acknowledged before me on this ____ day of _____, 2015, by Raymond L. Telles, as Executive Director of the Camino Real Regional Mobility Authority.

Notary Public, State of Texas

Notary's Printed or Typed Name

My Commission Expires

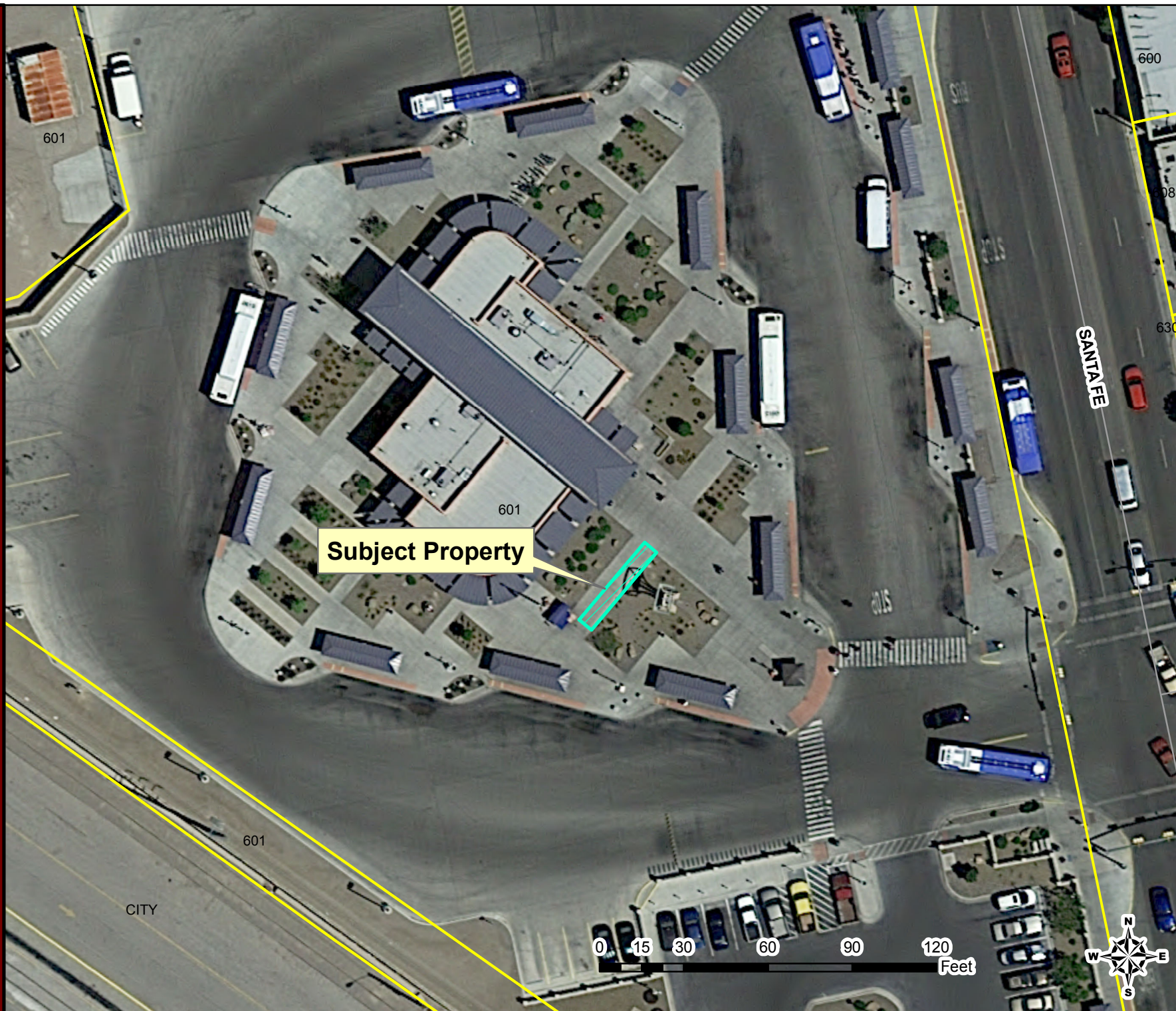
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Location 1 - City Hall - 300 N. Campbell



Location 2 Downtown Transfer Center - 601 S. Santa Fe



Location 3 - EPCC - 100 W. Rio Grande

EXHIBIT A



Location 4 Cleveland Square - 510 N. Santa Fe

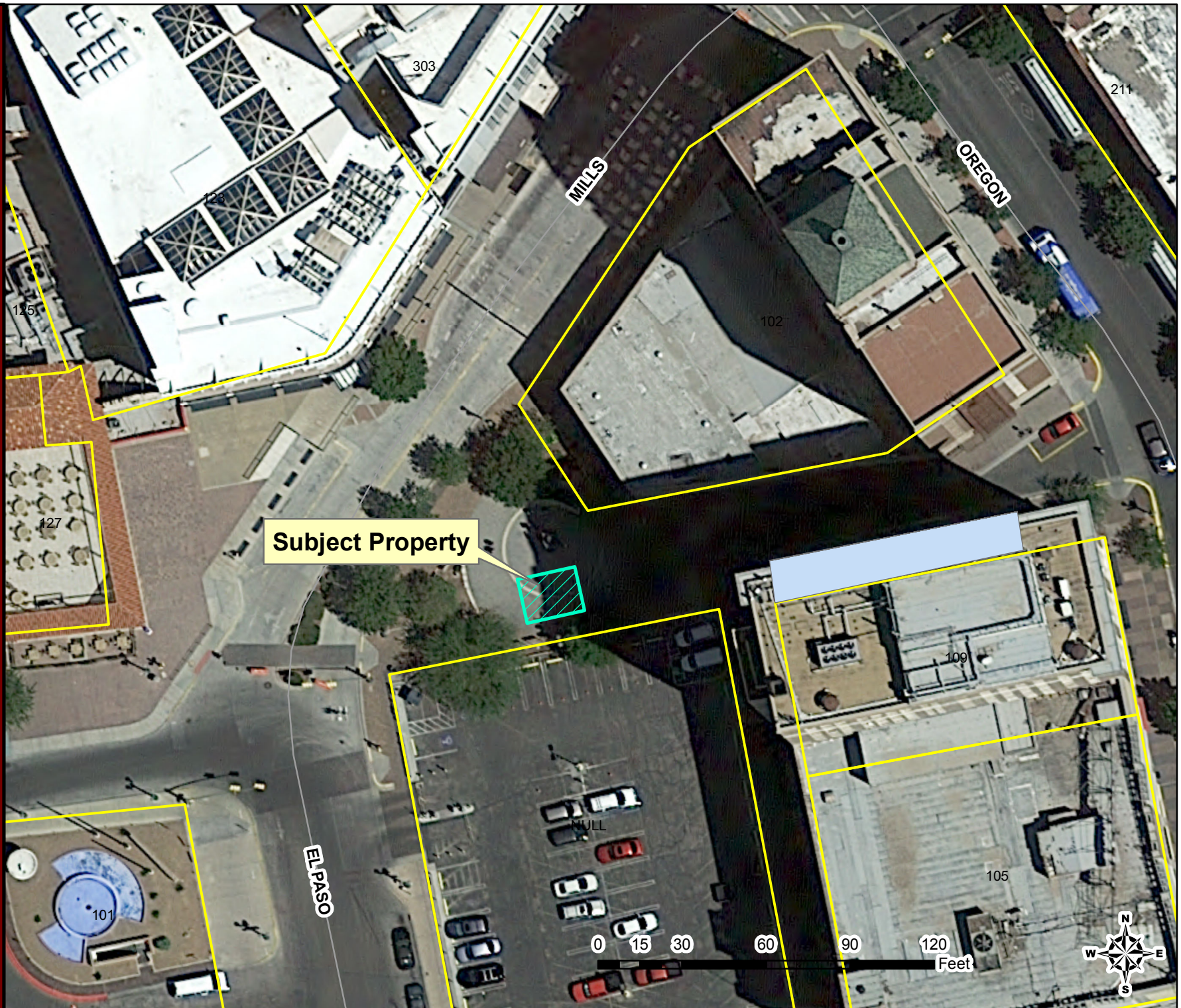


Location 6
Hilton Garden Inn - 111 West University Ave.

EXHIBIT A



Location 7 Pioneer Plaza - 125 W. Mills Avenue



Location 8
The Garden - 511 Western St.

EXHIBIT A

