Renard U. Johnson
Mayor

Dionne Mack
City Manager

CITY COUNCIL
Alejandra Chávez, District 1
Josh Acevedo, District 2
Deanna Maldonado-Rocha, District 3
Cynthia Boyar Trejo, District 4
Ivan Niño, District 5
Art Fierro, District 6
Lily Limón, District 7
Chris Canales, District 8

AGENDA FOR THE REGULAR COUNCIL MEETING

January 06, 2026
COUNCIL CHAMBERS, CITY HALL, 300 N. CAMPBELL AND VIRTUALLY
9:00 AM

Teleconference phone number: 1-915-213-4096
Toll free number: 1-833-664-9267
Conference ID: 606-142-948#

Notice is hereby given that a Regular Meeting of the City Council of the City of El Paso will be conducted on January 6, 2026 at 9:00 A.M. Members of the public may view the meeting via the following means:

Via the City's website. http://www.elpasotexas.gov/videos
Via television on City15,
YouTube: https://www.youtube.com/user/cityofelpasotx/videos

Attention: The Council will take a lunch break at approximately 12:30 p.m. - 1:00 p.m. unless otherwise decided by the Council.

In compliance with the requirement that the City provide two-way communication for members of the public, members of the public may communicate with Council during public comment, and regarding agenda items by calling the following number:

1-915-213-4096 or Toll free number: 1-833-664-9267

At the prompt, please enter Conference ID: 606-142-948#

The public may sign up to speak on items on this agenda before the 9:00 AM deadline on the meeting day at the following links:

For Call to the Public:

https://app.smartsheet.com/b/form/dfad29e838da41fd86052bb264abd397

To Speak on Agenda Items:

https://app.smartsheet.com/b/form/7086be5f4ed44a239290caa6185d0bdb

9:00 A.M. PLEDGE OF ALLEGIANCE

Alicia R. Chacón International School and Ysleta Middle School and Eastwood Knolls International School at the Invitation of City Representative Lily Limón

Alexa Salinas
Luis Diego Salinas
Ariana Chavez

MAYOR'S PROCLAMATIONS

Lady Rumble Day

Estine Davis Day

Lone Star Emmy Awards

RECOGNITIONS BY MAYOR

Enter Names Here

10:00 A.M. ROLL CALL

A QUORUM OF THE CITY COUNCIL MUST BE PRESENT AT THIS TIME

INVOCATION

PUBLIC COMMENT ON CONSENT AGENDA AND REGULAR AGENDA ITEMS

Public comment on agenda items will begin at 10:00 a.m. Request to speak must be received by 9:00 a.m. on the day of the meeting.

Members of the public may choose to comment at 10:00 a.m. or at the time the item is heard, but not both.

CALL TO THE PUBLIC (CITY RELATED NON-AGENDA ITEMS)

Call to the Public will begin at 10:00 a.m. Requests to speak must be received by 9:00 a.m. on the date of the meeting. Sixty minutes in total will be devoted for Call to the Public. This time is reserved for members of the public who would like to address the City Council on items that are not on the City Council Agenda.

NOTICE TO THE PUBLIC

All matters listed under the CONSENT AGENDA, including those on the Addition to the Agenda, will be considered by City Council to be routine and will be enacted by one motion unless separate discussion is requested by Council Members. Prior to the vote, members of the audience may ask questions regarding items on the consent agenda. When the vote has been taken, if an item has not been called out for separate discussion, the item has been approved. Council may, however, reconsider any item at any time during the meeting.

CONSENT AGENDA - APPROVAL OF MINUTES:

1. Approval of the Minutes of the Regular City Council Meeting of December 16, 2025 and the Work Session of December 15, 2025. **26-0001**

All Districts
City Clerk's Office, Laura D. Prine, (915) 212-0049

CONSENT AGENDA - REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS:

2. REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS **26-0040**

CONSENT AGENDA - RESOLUTIONS:

3. That the Solid Waste liens on the attachment posted with this agenda be approved (see Attachment A). **25-1447**

Districts 1, 2, 3, 4, 6, 7, 8
Environmental Services Department, Nicholas Ybarra, (915) 212-6000

CONSENT AGENDA - BOARD RE-APPOINTMENTS:

4. Mario D'Agostino to the El Paso County 911 District Board of Managers by Mayor Renard U. Johnson. **26-0078**

Members of the City Council, Mayor Renard U. Johnson, (915) 212-0021

CONSENT AGENDA - BOARD APPOINTMENTS:

5. Gina Lewis to the Veterans Advisory Committee by Representative Cynthia Boyar Trejo, District 4. **26-0082**

Members of the City Council, Representative Cynthia Boyar Trejo, (915) 212-0004

CONSENT AGENDA - REQUESTS TO ISSUE PURCHASE ORDERS:

6. Request that the Director of Purchasing & Strategic Sourcing be authorized to issue a Purchase Order(s) to increase contract 2022-0386 Janitorial Services, for El Paso Museums - MCAD to Ace Government Services, LLC. This change order will increase referenced contract by $296,925.00 for a total estimated amount not to exceed $1,484,625.00. This change order is to include janitorial services to this contract for the Mexican American Cultural Center until the expiration of this contract on October 30, 2027. **26-0018**

Department:	Museum and Cultural Affairs
Award to:	Ace Government Services, LLC
City & State:	El Paso, TX
Current Contract Estimated Award:	$1,187,700.00
Change Order Amount:	$ 296,925.00
Total Estimated Award	$1,484,625.00
Account(s)	454-1000-54000-522060
Funding Source(s):	General Fund
District(s):	All

This was a Best Value Bid Award - unit price contract.

All Districts
Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-0043
Museum and Cultural Affairs, Benjamin E. Fyffe, (915) 212-1766

7. Request that the Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Orders(s) to increase contract 2023-0623 Animal Narcotics to Midwest Veterinary Supply, Inc. This change order will increase referenced contract by $88,019.99 for a total estimated amount not to exceed $470,148.71. This change order will increase the capacity of the contract to cover the department expenses through its expiration on November 6, 2026. **26-0021**

Department:	Animal Services
Award to:	Midwest Veterinary Supply, Inc.
City & State:	El Paso, TX
Current Contract Estimated Award:	$382,128.72
Change Order Amount:	$ 88,019.99
Total Estimated Award	$470,148.71
Account(s)	225-2580-25120-531120
Funding Source(s):	General Fund
District(s):	All

This was a Change Order - Services Contract.

All Districts
Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-0043
Animal Services, Michael D. Wachsmann, (915) 212-5449

CONSENT AGENDA - REQUEST FOR PROPOSAL:

8. Request that the City Manager is authorized to execute the Design-Build documents considered to be the agreement between the City of El Paso and **26-0028**

Black Stallion Contractor Inc. for the Solicitation known as 2025-0282R All Abilities Playground in an initial amount of $465,733.24 for work prior to the execution of the Design-Build Amendment; and that the City Engineer is authorized to approve additional preconstruction services in the amount of $50,000.00 if the services are necessary for the proper execution of the project.

Department:	Capital Improvement
Award to:	Black Stallion Contractors, Inc.
City & State:	El Paso, TX
Item(s):	Pre-Construction Services
Total Estimated Award:	$465,733.24
Account(s):	190-4825-29120-522270-PCP23PRKALLABLT
Funding Source(s):	Community Progress Bond Proposition B
District(s):	7

This was a Design-Build Procurement - Service Contract.

The Purchasing & Strategic Sourcing and Capital Improvement Departments recommend award as indicated to Black Stallion Contractors, Inc. the Design-build team offering the best value on the basis of the published selection criteria and on its ranking evaluations.

It is requested that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of this award.

As a part of this award, upon the review of the City Attorney, the City Engineer may without further authorization from City Council approve contract changes which are necessary for proper execution of the work and carrying out the intent of the project, which are in accordance with applicable law, do not make changes to the prices and are within the appropriate budget.

District 7
Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-0043
Capital Improvement Department, Yvette Hernandez, (915) 212-1783

9. Request that the City Manager is authorized to sign the agreement associated with the award of Solicitation No. 2025-0397R El Paso Police & Fire Department Joint Headquarters to Jordan Foster Construction, LLC. for an initial amount of $15,000.00 for pre-construction services; and that the City Engineer is authorized to approve additional pre-construction services in the amount of $20,000 if the services are necessary for the proper execution of the project. **26-0027**

Department:	Capital Improvement
Award to:	Jordan Foster Construction, LLC
City & State:	El Paso, TX
Item(s):	Pre-Construction Services
Total Estimated Award:	$15,000.00
Account(s):	190-4820-29080-580270- PCP20PDHEADQUAR
Funding Source(s):	2019 Public Safety Bond
District(s):	3

This is a Construction Manager-at-Risk procurement.

The Purchasing & Strategic Sourcing and Capital Improvement Departments recommend award as indicated to Jordan Foster Construction, LLC, the highest ranked offeror based on the evaluation factors established in the evaluation criteria for this procurement.

It is requested that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of this award.

As a part of this award, upon the review of the City Attorney, the City Engineer may without further authorization from City Council approve contract changes which are necessary for proper execution of the work and carrying out the intent of the project, which are in accordance with applicable law, do not make changes to the prices and are within the appropriate budget.

District 3
Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-0043
Capital Improvement Department, Yvette Hernandez, (915) 212-1803

REGULAR AGENDA - FIRST READING OF ORDINANCES:

INTRODUCTION OF ORDINANCES PURSUANT TO SECTION 3.9 OF THE EL PASO CITY CHARTER:

Public comment typically is not taken during the first reading of ordinances. Public comments are invited at the date of the scheduled public hearing.

Public Hearings will be held as part of the regular City Council meeting that begins at approximately 10:00 a.m. All interested persons present shall have an opportunity to be heard at that time. After the public hearings, Council may also delay taking action on Ordinances; no requirement is made by Section 3.9B of the El Paso City Charter to publish any further notice. Copies of all Ordinances are available for review in the City Clerk's office, 300 N. Campbell, Monday through Thursday, 7:00 a.m. to 6:00 p.m.

10. An Ordinance authorizing the conveyance of real property owned by the City of El Paso to Tepabe Properties, LLC., for the purchase price of $36,227.50; such real property legally described as a portion of Lot 31, Block 11, Womble Addition, an addition to the City of El Paso, El Paso County, Texas. **26-0016**

District 2
Real Estate Division, Mary Lou Espinoza, (915) 212-0825

PUBLIC HEARING WILL BE HELD ON JANUARY 20, 2026

11. An Ordinance amending El Paso City Code Title 20 (Zoning), Chapter 20.02 (General Provisions and Definitions), Article II (Definitions) to add a definition for Short-Term Rental. The penalty is as provided for in Chapter 20.24 of the El Paso City Code. **26-0022**

All Districts
Planning and Inspections, Philip Etiwe, (915) 212-1553
Planning and Inspections, Kevin Smith, (915) 212-1566

PUBLIC HEARING WILL BE HELD ON FEBRUARY 3, 2026

12. An Ordinance changing the zoning of a portion of Tract 228, Sunrise Acres Subdivision, 8701 Gateway South Boulevard, City of El Paso, El Paso County, Texas from R-4 (Residential) to C-2 (Commercial), and imposing conditions. The penalty is as provided for in Chapter 20.24 of the El Paso City Code. **26-0025**

The proposed rezoning meets the intent of the Future Land Use designation for the property and is in accordance with Plan El Paso, the City's Comprehensive Plan.

Subject Property: 8701 Gateway South Boulevard
Applicant: DeLa Riva Properties, Inc, PZRZ24-00016

District 2
Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Jose Beltran, (915) 212-1607

PUBLIC HEARING WILL BE HELD ON FEBRUARY 3, 2026

13. An Ordinance granting Special Permit PZST25-00006, to allow for a reduction to rear yard and side street yard setbacks and allow the use of contractor's yard (small) on the property described as a portion of Tract 228, Sunrise Acres, 8701 Gateway South Boulevard, City of El Paso, El Paso County, Texas, pursuant to Section 20.04.260 of the El Paso City Code. The penalty as being provided in Chapter 20.24 of the El Paso City Code. **26-0026**

The proposed special permit meets the intent of the Future Land Use designation for the property and is in accordance with Plan El Paso, the City's Comprehensive Plan.

Subject Property: 8701 Gateway South Boulevard
Applicant: DeLa Riva Properties, Inc, PZST25-00006

District 2
Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Jose Beltran, (915) 212-1607

PUBLIC HEARING WILL BE HELD ON FEBRUARY 3, 2026

14. An Ordinance authorizing the City Manager to sign a Deed and any other documents necessary to convey approximately 271.876 acres of land for the sale price of $7,528,957; such real property legally described as Parcel 1: T&P RR Survey, Block 81, Township 1, a Portion of Section 1, T&P RR Survey, Block 81, Township 1, a Portion of Section 2, City of El Paso, El Paso County, Texas; Parcel 5: T&P RR Survey, Block 81, Township 1, a Portion of Section 12, City of El Paso, El Paso County, Texas; Parcel 6: T&P RR Survey, Block 81, Township 1, a Portion of Section 7, T&P RR Survey, Block 81, Township 1, a Portion of Section 8, City of El Paso, El Paso County, Texas; Parcel 7: T&P RR Survey, Block 81, Township 1, a Portion of Section 7, T&P RR Survey, **26-0069**

Block 81, Township 1, a Portion of Section 8, T&P RR Survey, Block 81, Township 1, a Portion of Section 17, City of El Paso, El Paso County, Texas; Parcel 8: T&P RR Survey, Block 81, Township 1, a Portion of Section 20, City of El Paso, El Paso County, Texas; Parcel 10: T&P RR Survey, Block 80 Township 1, a Portion of Section 20, City of El Paso, El Paso County, Texas; and Parcel 11: T&P RR Survey, Block 80, Township 1, a Portion of Section 28, City of El Paso, El Paso County, El Paso , Texas.

District 4
El Paso Water, Alejandro Vidales, (915) 594-5636
El Paso Water, Rocio Alvarado, (915) 594-5493

PUBLIC HEARING WILL BE HELD ON JANUARY 20, 2026

15. An Ordinance authorizing the City Manager to sign a Purchase and Sale Agreement, a Deed and any other documents necessary to convey approximately 400.25 acres of land for the sale price of $4,000,000.00; such real property is legally described as a Parcel 1: A tract of land situate North of Berino, Dona Ana County, New Mexico, in Section 2, T. 26S., R. 2E., N.M.P.M. of the U.S.R.S. Surveys, being U.S.R.S. Tract 22-44; Parcel 2: A tract of land situate North of Berino, Dona Ana County, New Mexico, in Section 1, T. 26S., R. 2E., N.M.P.M. of the U.S.R.S. Surveys, being part of U.S.R.S. Tract 24-7C1; Parcel 3: A tract of land situate North of Berino, Dona Ana County, New Mexico, in Section 1, T. 26S., R. 2E., N.M.P.M. of the U.S.R.S. Surveys, being part of U.S.R.S. Tract 22-59; Parcel 4: A tract of land situate North of Berino, Dona Ana County, New Mexico, in Section 1, T. 26S., R. 2E, N.M.P.M. of the U.S.R.S. Surveys, being part of U.S.R.S. Tract 24-7B2; Parcel 5: A tract of land situate North of Berino, Dona Ana County, New Mexico, in Section 1, and 12, T. 26S., R. 2E., N.M.P.M. of the U.S.R.S. Surveys, being part of U.S.R.S. Tract 24-7B2; Parcel 6: A tract of land situate North of Berino, Dona Ana County, New Mexico, in Sections 1 and 12, T. 26S., R. 2E., N.M.P.M. of the U.S.R.S. Surveys, being U.S.R.S. Tracts 24-7A, 24-7B3, 24-7B4 AND 247C1; and, Parcel 7: A tract of land situate North of Berino, Dona Ana County, New Mexico, in Section 1, T. 26S., R. 2E., N.M.P.M. of the U.S.R.S. Surveys, being part of U.S.R.S. Tract 22-59. **26-0070**

Extraterritorial Jurisdiction
El Paso Water, Alejandro Vidales, (915) 594-5636
El Paso Water, Rocio Alvarado, (915) 594-5493

PUBLIC HEARING WILL BE HELD ON JANUARY 20, 2026

16. An Ordinance authorizing the City Manager to sign a Deed and any other documents necessary to convey approximately 1,055.8691 acres of land for the sale price of $420,000.00; such real property is legally described as a portion of Sections 9, 15, 16, 17 and 18, Block 81, Township 1, Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County, Texas. **26-0071**

District 4
El Paso Water, Rocio Alvarado, (915) 594-5493
El Paso Water, Alejandro Vidales, (915) 594-5636

PUBLIC HEARING WILL BE HELD ON JANUARY 20, 2026

17. An Ordinance amending Title 7 (Animals), Chapter 7.12 (Dogs and Cats), to add Section 7.12.070 (Vicious Dogs); and an Ordinance amending Title 7 (Animals), Chapter 7.12 (Dogs and Cats), to add Section 7.12.080 (Aggressive Dogs). **26-0010**

All Districts
Animal Services Department, Michael D. Wachsmann, (915) 212-8742

PUBLIC HEARING WILL BE HELD ON JANUARY 20, 2026

18. An Ordinance amending Title 7 (Animals), Chapter 7.04 (Definitions and Administration), Section 7.04.010 (Definitions), to amend the definition of "Animal," amend the order of definitions, and add new definitions. **26-0014**

All Districts
Animal Services Department, Michael D. Wachsmann, (915) 212-8742

PUBLIC HEARING WILL BE HELD ON JANUARY 20, 2026

REGULAR AGENDA – PUBLIC HEARINGS AND SECOND READING OF ORDINANCES:

19. An Ordinance granting special permit No. PZST25-00008, to allow for infill development with reduction to the side street setback and a 60% parking reduction on the property described as Lots 11, 12, 13 and 14, Block 104, Campbell's Addition, 600 South Stanton Street, City of El Paso, El Paso County, Texas, pursuant to section 20.10.280 Infill Development of the El Paso City Code. The penalty being as provided for in chapter 20.24 of the El Paso City Code. **25-1437**

The proposed special permit meets the intent of the Future Land Use designation for the property and is in accordance with Plan El Paso, the City's Comprehensive Plan.

Subject Property: 600 South Stanton Street
Applicant: Alicia Coronel and Luis Carlos Coronel, PZST25-00008

District 8
Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Jose Beltran, (915) 212-1607

20. An Ordinance amending Title 18 (Building and Construction), Chapter 18.18 (Outdoor Lighting Code), Article X (Other Exemptions), Section 18.18.376 (City-owned Facilities), to add an exemption related to the Sun City Lights Program associated projects; the penalty is as provided for in Section 18.18.400 of the El Paso City Code. **25-1445**

District 2, 6, & 7
Capital Improvement Department, Joaquin Rodriguez, (915) 268-5148

21. An Ordinance changing the zoning of a portion of Lot 35, Block 54, Vista Hills Subdivision Unit Eleven, City of El Paso, El Paso County, Texas from A-2/sc/sp (Apartment/special contract/special permit) to C-1/sc/sp (Commercial/special **25-1459**

contract/special permit). The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

The proposed rezoning meets the intent of the Future Land Use designation for the property and is in accordance with Plan El Paso, the City's Comprehensive Plan.

Subject Property: 1991 Saul Kleinfeld
Applicant: Simpatico East Property LLC, PZRZ25-00021

District 6
Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Alejandra Gonzalez, (915) 212-1506

REGULAR AGENDA - MEMBERS OF THE CITY COUNCIL

22. Discussion and action to authorize the expenditure of District 4 discretionary funds, in an amount not to exceed $2,000.00 for initial costs related to the new Adopt-a-Street Program, which serves the municipal purpose of improving the visual impression of the community and promoting community interest in the beautification of the City of El Paso. **26-0083**

All Districts
Members of the City Council, Representative Cynthia Boyar Trejo, (915) 212-0004

23. Discussion and action on a Resolution to authorize the expenditure of District 4 discretionary funds in an amount not to exceed $5,000 to support current and future programming for youth, seniors, families, athletic activities, community engagement efforts, community meetings, and other district events, including signature events in District 4, serves the municipal purpose of fostering a positive community atmosphere, promoting cultural enrichment, supporting local initiatives, and enhancing the overall quality of life for El Paso residents. **26-0084**

District 4
Members of the City Council, Representative Cynthia Boyar Trejo, (915) 212-0004

24. Discussion and action on a Resolution to rename Eastside Sports Complex (14380 Montwood Dr.) to Richard A. Castro - Eastside Sports Complex in honor of Mr. Castro's outstanding dedication to the community of El Paso. **26-0088**

District 5
Members of the City Council, Representative Ivan Niño, (915) 212-0005

25. Discussion and action on a Resolution authorizing the expenditure of District 8 discretionary funds in an amount not to exceed $5,000.00, to support current and future programming for youth, seniors, and athletic activities initiatives, events, community meetings, and other events in District 8, serves the municipal purpose of providing recreational and cultural activities to the residents of and visitors to the City of El Paso, which benefits the community and instills community pride, promotes cultural enrichment, supports local initiatives, and enhances the overall quality of life for El Paso residents. Discretionary funds will be used for the purchase of related items, including but not limited to water, refreshments, snacks, prizes, and recognition or award **26-0089**

items, for events taking place at various community locations, including but not limited to District 8 parks, libraries, and city facilities.

District 8
Members of the City Council, Representative Chris Canales, (915) 212-0008

REGULAR AGENDA - OPERATIONAL FOCUS UPDATES

26. Presentation and discussion on the El Paso Computes Program, led by the University of Texas at El Paso College of Education in partnership with the City of El Paso Department of Information Technology and funded through an American Rescue Plan Act (ARPA) grant allocation. **26-0002**

All Districts
Information Technology, Carolyn Patrick, (915) 212-1408
Strategic and Legislative Affairs, Omar Martinez, (915) 479-0341

REGULAR AGENDA – OTHER BIDS, CONTRACTS, PROCUREMENTS:

27. Discussion and action on the award of Solicitation 2025-0545 Eastside Regional Park Phase II (Re-Bid) to Gracen Engineering & Construction, Inc. for a total estimated amount of $11,707,607.00. This project will consist of adding approximately 650,000 square feet of area to the existing Eastside Regional Park. To include softball fields, pickleball courts, handball courts, sand volleyball courts, basketball courts and various site amenities. **26-0020**

Department:	Capital Improvement
Award to:	Gracen Engineering & Construction, Inc.
City & State:	El Paso, TX
Item(s):	Base Proposal I, Additive Alternate I, Additive Alternate II, Additive Alternate III, Additive Alternate IV
Contract Term:	366 Consecutive Calendar Days
Base Proposal I:	$10,747,162.00
Additive Alternate I:	$372,546.00
Additive Alternate II:	$144,926.00
Additive Alternate III:	$120,619.00
Additive Alternate IV:	$322,354.00
Total Estimated Award:	$11,707,607.00
Account(s):	190 - 4741 - 38290 - 580270 - PCP13PRKA06 190 - 4745 - 38290 - 580270 - PCP13PRKA06 190 - 4746 - 38290 - 580270 - PCP13PRKA06 451 - 2670 - 51440 - 580270 - PCP13PRKA06 190 - 4745 - 28900 - 580270 - PCP13PRKA06
Funding Source(s):	2017 Certificates of Obligation 2018 Certificates of Obligation 2019 Certificates of Obligation 2020 Certificates of Obligation Parks Grant Investment Interest

District(s): 5

This was a Competitive Sealed Proposal Procurement, lump sum contract.

The Purchasing & Strategic Sourcing and Capital Improvement departments recommend award as indicated to Gracen Engineering & Construction, Inc. the highest ranked offeror based on the evaluation factors established in the evaluation criteria for this procurement.

It is requested that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of this award.

As a part of this award, upon the review of the City Attorney, the City Engineer may without further authorization from City Council approve contract changes which are necessary for proper execution of the work and carrying out the intent of the project, which are in accordance with applicable law, do not make changes to the prices and are within the appropriate budget.

District 5
Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-0043
Capital Improvement Department, Yvette Hernandez, (915) 212-1783

EXECUTIVE SESSION

The City Council of the City of El Paso may retire into EXECUTIVE SESSION pursuant to Section 3.5A of the El Paso City Charter and the Texas Government Code, Chapter 551, Subchapter D, to discuss any of the following: (The items listed below are matters of the sort routinely discussed in Executive Session, but the City Council of the City of El Paso may move to Executive Session any of the items on this agenda, consistent with the terms of the Open Meetings Act and the Rules of City Council.) The City Council will return to open session to take any final action and may also, at any time during the meeting, bring forward any of the following items for public discussion, as appropriate.

Section 551.071	CONSULTATION WITH ATTORNEY
Section 551.072	DELIBERATION REGARDING REAL PROPERTY
Section 551.073	DELIBERATION REGARDING PROSPECTIVE GIFTS
Section 551.074	PERSONNEL MATTERS
Section 551.076	DELIBERATION REGARDING SECURITY DEVICES OR SECURITY AUDITS
Section 551.087	DELIBERATION REGARDING ECONOMIC DEVELOPMENT NEGOTIATIONS
Section 551.089	DELIBERATION REGARDING SECURITY DEVICES OR SECURITY AUDITS; CLOSED MEETING

Discussion and action on the following:

EX1. Statement of Intent of Texas Gas Service Company, a Division of ONE Gas, Inc. to Increase Rates within the Company's Incorporated Areas of Central-Gulf, West North, and Rio Grande Valley Service Areas - OS-25-00028202; HQ#UTILITY-67 (551.071) **26-0086**

City Attorney's Office, Matt Marquez, (915) 212-0033

EX2. Application of El Paso Electric Company to Change Rates - PUC#57568; HQ#UTILITY-60 (551.071) **26-0087**

City Attorney's Office, Robert Aguinaga, (915) 212-0033

EX3. Application of El Paso Electric Company to Amend its Certificate of Convenience and Necessity (CCN) for a 365 MW Natural Gas Generating Facility; PUC# 57501 - HQ#UTILITY-74 (551.071) **26-0090**

City Attorney's Office, Oscar Gomez, (915) 212-0033

ADJOURN

NOTICE TO THE PUBLIC:

Sign Language interpreters are provided for Regular City Council Meetings. If you need Spanish Interpretation Services, please email CityClerk@elpasotexas.gov by 12:00 p.m. on the Friday before the meeting.

Si usted necesita servicios de interpretación en español, favor de enviar un correo electrónico a CityClerk@elpasotexas.gov a mas tardar a las 12:00 p.m. del viernes previo a la fecha de la junta.

ALL REGULAR CITY COUNCIL AGENDAS ARE PLACED ON THE INTERNET ON WEDNESDAY PRIOR TO THE MEETING AT THE ADDRESS BELOW:

http://www.elpasotexas.gov/

File #: 26-0001, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.
No Title's, No emails. Please use ARIAL 10 Font.

All Districts
City Clerk's Office, Laura D. Prine, (915) 212-0049

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

Approval of the Minutes of the Regular City Council Meeting of December 16, 2025 and the Work Session of December 15, 2025.

RENARD U. JOHNSON
MAYOR

DIONNE MACK
CITY MANAGER

CITY COUNCIL
ALEJANDRA CHÁVEZ, DISTRICT 1
JOSH ACEVEDO, DISTRICT 2
DEANNA MALDONADO-ROCHA, DISTRICT 3
CYNTHIA BOYAR TREJO, DISTRICT 4
IVAN NIÑO, DISTRICT 5
ART FIERRO, DISTRICT 6
LILY LIMÓN, DISTRICT 7
CHRIS CANALES, DISTRICT 8

MINUTES FOR REGULAR COUNCIL MEETING

December 16, 2025
COUNCIL CHAMBERS, CITY HALL AND VIRTUALLY
9:00 AM

9:00 AM PLEDGE OF ALLEGIANCE

Imperial Border Squad/Desert Inferno Squad
at the Invitation of City Representative Deanna Maldonado-Rocha

Greg Trujillo

Jaime Villalva

MAYOR'S PROCLAMATIONS

Sun Bowl Association Annual Tony the Tiger Sun Bowl Football Game

Desert Inferno/Imperial Border Squad Day

Judy Marie Remo Day

La Tapatia 75 Year Anniversary

10:00 AM ROLL CALL

The City Council of the City of El Paso met on the above time and date. The meeting was called to order at 10:00 a.m. Mayor Renard Johnson was present and presiding, and the following Council Members answered roll call: Josh Acevedo, Deanna Maldonado-Rocha, Cynthia Boyar Trejo, Art Fierro, Lily Limón, and Chris Canales. Late arrivals: Alejandra Chávez, and Ivan Niño at 10:01 a.m.

INVOCATION BY THE EL PASO POLICE SENIOR CHAPLAIN DAVID MAYFIELD

PUBLIC COMMENT ON CONSENT AGENDA AND REGULAR AGENDA ITEMS

Ms. Lisa Turner, citizen, commented on Items 20, 38, and 48.

CALL TO THE PUBLIC (CITY-RELATED NON-AGENDA ITEMS):

The following members of the public commented:

1. Ms. Elizabeth Crawford
2. Ms. Gloria Krohn
3. Ms. Claudia Contreras Siller
4. Mr. Ron Comeau
5. Mr. Malik Tariq Mahmood
6. Ms. Patricia Osmond
7. Mr. Eddie Chavez Jr.
8. Ms. Lisa Turner

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NOTICE TO THE PUBLIC

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*Motion made by Mayor Pro Tempore Chávez, seconded by Representative Limón, and unanimously carried to **APPROVE, AS REVISED,** all matters listed under the Consent Agenda unless otherwise noted. (Items approved, postponed, or deleted pursuant to the vote on the Consent Agenda will be shown with an asterisk {*}.)

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales
NAYS: None

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1. *Motion made, seconded, and unanimously carried to **APPROVE** the minutes of the Regular City Council Meeting of December 2, 2025, the Work Session of November 17, 2025, and the Work Session of December 1, 2025.

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CONSENT AGENDA – REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS:

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2. **NO ACTION** was taken on this item.

……

CONSENT AGENDA – RESOLUTIONS:

……

3. ***R E S O L U T I O N**

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

That the City Council hereby authorizes the City Manager to execute the Temporary Construction License between the City of El Paso and the State of Texas (“TXDOT”) for TXDOT’s use and reconstruction of a portion of the City of El Paso’s right-of-way immediately adjacent to property owned by the State of Texas, as part of State Highway 178 (Artcraft Road) road widening project.

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4. ***R E S O L U T I O N**

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, HICKMAN CHERIE L (TR), referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

825 Corey Creek Dr, more particularly described as Lot 82 (25200 Sq Ft), Block 6, Coronado Country Club Estates Subdivision, City of El Paso, El Paso County, Texas, PID #C801-999-0060-8000

to be $339.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 25th day of April, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED THIRTY NINE AND 00/100 DOLLARS ($339.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

***R E S O L U T I O N**

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, RODRIGUEZ ERIKA V M, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

957 Pecos River Dr, more particularly described as Lot 8, Block 1, Artcraft Estates Subdivision, City of El Paso, El Paso County, Texas, PID #A767-999-0010-0800

to be $366.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 10th day of July, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED SIXTY SIX AND 00/100 DOLLARS ($366.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

***R E S O L U T I O N**

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, FUENTES FERNANDO & RUEDA BIANCA M, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

403 Dolan St, more particularly described as Lot S 1/2 Of 2 (2220 Sq Ft), Block 2, PASADENA #2, City of El Paso, El Paso County, Texas, PID #P577-999-0020-0900

to be $327.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 11th day of July, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED TWENTY SEVEN AND 00/100 DOLLARS ($327.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, OCHOA ARMANDO, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

913 Luna St , more particularly described as Lot SLY PT OF 17 TO 20 (77.2 FT ON St- 100 FT ON S- 77.2 FT ON W-100 FT ON N) (7720.00 SQ FT), Block 92, East Subdivision, City of El Paso, El Paso County, Texas, PID #E014-999-0920-5200

to be $432.75, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 7th day of November, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED THIRTY TWO AND 75/100 DOLLARS ($432.75) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

***R E S O L U T I O N**

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, ENRIQUEZ GUADALUPE & SALDIVAR CRISTINA, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

5301 Rosa Ave, more particularly described as Lot 20 (3000 Sq Ft), Block 19, Brentwood Heights Subdivision, City of El Paso, El Paso County, Texas, PID #B724-999-0190-4600 to be $412.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 24th day of June, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED TWELVE AND 50/100 DOLLARS ($412.50) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

***R E S O L U T I O N**

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, RAMIREZ NOE A & LORETTA F, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

1421 Howze St, more particularly described as Lots 46 & 47 EXC ELY 20 FT (7025 SQ FT), Block 126, Government Hill Subdivision, City of El Paso, El Paso County, Texas, PID #G569-999-1260-8900

to be $344.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 29th day of April, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FORTY FOUR AND 00/100 DOLLARS ($344.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

***R E S O L U T I O N**

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, MORENO EMELIA S, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

3414 E Missouri Ave, more particularly described as Lots 24 & 25 (7000.00 Sq Ft), Block 59, East El Paso Subdivision, City of El Paso, El Paso County, Texas, PID #E014-999-0590-8100

to be $406.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 11th day of April, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED SIX AND 00/100 DOLLARS ($406.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

***R E S O L U T I O N**

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, WESTMOUNT ASSETS INC, referred to as owner, regardless of number, of the hereinafter described

property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

3026 Montana Ave, more particularly described as 95 EAST EL PASO E 5 FT OF 20 & N 105 FT OF 19 & N 105 FT OF W 10 FTOF 18 (4375 SQ FT), City of El Paso, El Paso County, Texas, PID #E014-999-0950-6700

to be $344.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 17th day of October, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FORTY FOUR AND 00/100 DOLLARS ($344.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

***R E S O L U T I O N**

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, ONTIVEROS ROBERTO, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

2628 Berwick Rd, more particularly described as Lot 6 (11550 Sq Ft), Block 10, Montclair #2 Replat Subdivision, City of El Paso, El Paso County, Texas, PID #M638-999-0100-4600

to be $405.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 29th day of March, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED FIVE AND 50/100 DOLLARS ($405.50) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

***R E S O L U T I O N**

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, COWLEY DOYLE E & BERTHA A, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

657 La Paz Dr, more particularly described as Lot 9 (6300 Sq Ft), Block 21, Sageland Replat Subdivision, City of El Paso, El Paso County, Texas, PID #S029-999-0210-8900

to be $383.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 15th day of July, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED EIGHTY THREE AND 00/100 DOLLARS ($383.00) to be a lien on the above described property, said amount being due and payable within ten (10)

days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

***R E S O L U T I O N**

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, TRR 4133 INC, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

538 East Rd Rear, more particularly described as N 142 FT OF LOT 2 (Homesite), Block 7, North Loop Gardens #1 Subdivision, City of El Paso, El Paso County, Texas, PID #N442-999-0070-1000

to be $424.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 11th day of October, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED TWENTY FOUR AND 00/100 DOLLARS ($424.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

***R E S O L U T I O N**

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, FLORES GUADALUPE (LE) & AURELIANO & 1, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public

nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

1129 Del Monte St, more particularly described as DEL NORTE HEIGHTS TR 15 (7000 SQ FT), City of El Paso, El Paso County, Texas, PID #D377-999-001A-2900

to be $344.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 30th day of April, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FORTY FOUR AND 00/100 DOLLARS ($344.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

***R E S O L U T I O N**

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, PARRA GUILLERMO & JUANITA, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

3017 Trawood Dr, more particularly described as Lot 1, Block 1, Parra Medical Complex Subdivision, City of El Paso, El Paso County, Texas, PID #P495-999-0010-0100

to be $325.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 12th day of November, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED TWENTY FIVE AND 00/100 DOLLARS ($325.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

***R E S O L U T I O N**

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, ANYSPA GROUP LLC, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

3315 Hourigan Pl, more particularly described as Lot 14 (4859.70 Sq Ft), Block 8, Stanton Heights #2 Subdivision, City of El Paso, El Paso County, Texas, PID #S619-999-0080-1400

to be $330.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 5th day of November, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED THIRTY AND 00/100 DOLLARS ($330.00) to be a lien

on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

***R E S O L U T I O N**

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, RODARTE ALFREDO, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

1025 Ranger Trail, more particularly described as RANGERS REST S 62.5 FT OF 26 City of El Paso, El Paso County, Texas, PID #R265-999-0010-9300

to be $324.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 5th day of April, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED TWENTY FOUR AND 00/100 DOLLARS ($324.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

***R E S O L U T I O N**

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, QUIJAS SALVADOR, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of

trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

933 Duskin Dr, more particularly described as Lot 111 (7000 Sq Ft), Loma Terrace #4-A TR Subdivision, City of El Paso, El Paso County, Texas, PID #L526-999-0010-1700

to be $505.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 5th day of June, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FIVE HUNDRED FIVE AND 00/100 DOLLARS ($505.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

***R E S O L U T I O N**

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, RICE IMA J, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

504 Eastland St, more particularly described as Lot W 120 Ft Of 1 4, Lomaland Subdivision, City of El Paso, El Paso County, Texas, PID#L600-999-0010-3300

to be $424.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 5th day of November, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED TWENTY FOUR AND 00/100 DOLLARS ($424.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

***R E S O L U T I O N**

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, MARTINEZ ROSE E, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

1025 Gloria St, more particularly described as Lot 7 (6950 Sq Ft), Block 1, Alto Terrace #2 Subdivision, City of El Paso, El Paso County, Texas, PID #A500-999-0010-2500

to be $454.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 17th day of June, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED FIFTY FOUR AND 00/100 DOLLARS ($454.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

***R E S O L U T I O N**

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, ORTIZ JESUS M & LOURDES Z, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

1101 Macadamia Cir, more particularly described as Lot 7 1983 Cameo Desertwind 14x76 (5767.34 Sq Ft), Block 16, Pecan Grove #2 Replat A Subdivision, City of El Paso, El Paso County, Texas, PID #P656-999-0160-0700

to be $498.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 9th day of July, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED NINETY EIGHT AND 00/100 DOLLARS ($498.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

***R E S O L U T I O N**

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, JMCG LEE TREVINO DR LLC, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

1458-A N Lee Trevino Dr, more particularly described as 158 VISTA DEL SOL #31 N 151.12 FT OF S 260 FT OF 1 (88580.50 SQ FT), City of El Paso, El Paso County, Texas, PID #V893-999-1580-0300

to be $330.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 13th day of November, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED THIRTY AND 00/100 DOLLARS ($330.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

***R E S O L U T I O N**

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, JAYME VIVIANA L, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

2301 Arizona Ave, more particularly described as Lot 1, Block 37, Cotton Subdivision, City of El Paso, El Paso County, Texas, PID #C849-999-0370-0100

to be $344.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 4th day of April, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FORTY FOUR AND 00/100 DOLLARS ($344.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

***R E S O L U T I O N**

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, RIVERA MARGARITA F & MARCE, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

3226 Frutas Ave, more particularly described as Lots 19 & W 1/2 of 18 (5250 Sq Ft), Block 20, East El Paso Subdivision, City of El Paso, El Paso County, Texas, PID #E014-999-0200-5600

to be $344.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 26th day of March, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FORTY FOUR AND 00/100 DOLLARS ($344.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

***R E S O L U T I O N**

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, CHAVEZ GUILLERMO & JOSIE I, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

1018 W Missouri Ave, more particularly described as Lot 9 & W 1/2 Of 8 (4500.00 Sq Ft), Block 14, Mundy Heights Subdivision, City of El Paso, El Paso County, Texas, PID #M946-999-0140-2900

to be $325.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 22nd day of May, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED TWENTY FIVE AND 00/100 DOLLARS ($325.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

***R E S O L U T I O N**

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, ZAPATA ALFREDO G, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

1300 E Paisano Dr, more particularly described as Lots 11 To 15, Block 72, Magoffin Subdivision, City of El Paso, El Paso County, Texas, PID #M028-999-0720-4600

to be $397.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 29th day of March, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED NINETY SEVEN AND 50/100 DOLLARS ($397.50) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

***R E S O L U T I O N**

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, SOTO PETRA V & 5, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

516 S Walnut St, more particularly described as Lot 111, Block 1, Bischoff Subdivision, City of El Paso, El Paso County, Texas, PID #B497-999-0010-7100

to be $385.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 9th day of July, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED EIGHTY FIVE AND 00/100 DOLLARS ($385.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

***R E S O L U T I O N**

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, SORIANO-WELSH ANA M, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

811 E Fourth Ave, more particularly described as Lot W 44.5 FT OF 1 (1157.00 SQ FT), Block 111, Campbell Subdivision, City of El Paso, El Paso County, Texas, PID #C050-999-1110-0100

to be $325.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 31st day of October, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED TWENTY FIVE AND 00/100 DOLLARS ($325.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

***R E S O L U T I O N**

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, RODRIGUEZ MARGARITA, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

3421 E San Antonio Ave, more particularly described as F PAYNE 10 & 11, City of El Paso, El Paso County, Texas, PID #P652-999-000F-6100

to be $574.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 10th day of July, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FIVE HUNDRED SEVENTY FOUR AND 00/100 DOLLARS ($574.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

***R E S O L U T I O N**

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, TREX RE LLC, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

1905 Olive Ave, more particularly described as Lot 19 (3000 Sq Ft), Block 29, Bassett Subdivision, City of El Paso, El Paso County, Texas, PID #B202-999-0290-4600

to be $344.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 17th day of October, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FORTY FOUR AND 00/100 DOLLARS ($344.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

***R E S O L U T I O N**

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, RIVERA VICENTE T CASTANEDA ADOLFO, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

2008 Cypress Ave, more particularly described as B BASSETT 5 & E 3 FT OF 4 (3080 SQ FT), City of El Paso, El Paso County, Texas, PID #B202-999-000B-0400

to be $325.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 9th day of July, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED TWENTY FIVE AND 00/100 DOLLARS ($325.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

***R E S O L U T I O N**

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, MARTINEZ GUSTAVO R, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

2122 Bassett Ave, more particularly described as 33 BASSETT 4 & 5 6000.00 SQ FT, City of El Paso, El Paso County, Texas, PID #B202-999-0330-0700

to be $373.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 16th day of October, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED SEVENTY THREE AND 00/100 DOLLARS ($373.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

***R E S O L U T I O N**

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, PEREZ RUBEN & CHAVES PATRICIA L & 1, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

3218 Rivera Ave, more particularly described as Lot 20 (Exc E 1.70 Ft) & E 1/2 Of 21 (5012.00 Sq Ft), Block D, East El Paso Subdivision, City of El Paso, El Paso County, Texas, PID #E014-999-000D-2100

to be $442.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 26th day of June, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED FORTY TWO AND 00/100 DOLLARS ($442.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

***R E S O L U T I O N**

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, AVILA REBECCA C, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

3321 Rivera Ave, more particularly described as Lot 9 & E 1/2 Of 8 (5250 Sq Ft), Block 5, East El Paso Subdivision, City of El Paso, El Paso County, Texas, PID #E014-999-0050-1400

to be $403.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 4th day of June, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED THREE AND 00/100 DOLLARS ($403.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

***R E S O L U T I O N**

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, VILLEGAS ROBERTO B, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

3405 Rivera Ave, more particularly described as Lot 3, Block 6, East El Paso Subdivision, City of El Paso, El Paso County, Texas, PID #E014-999-0060-0500

to be $341.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 11th day of July, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FORTY ONE AND 00/100 DOLLARS ($341.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

Ms. Patricia Osmond, citizen, commented.

……

5. A RESOLUTION OF THE CITY OF EL PASO, TEXAS, DISSOLVING THE EL PASO PUBLIC IMPROVEMENT DISTRICT NO. 1 (THUNDER CANYON/DISTRICT), PURSUANT TO CHAPTER 372 OF THE TEXAS LOCAL GOVERNMENT CODE; MAKING FINDINGS AS TO THE FULFILLMENT OF OBLIGATIONS AND FINAL PAYMENT OF DEBT; DIRECTING THE CITY MANAGER TO TAKE ALL ACTIONS NECESSARY TO EFFECTUATE THE DISSOLUTION; AND ESTABLISHING AN EFFECTIVE DATE.

WHEREAS, the City of El Paso, Texas (the "City") is authorized under Chapter 372 of the Texas Local Government Code (the "Act") to create a public improvement district within its corporate limits; and

WHEREAS, on July 21, 2006, certain property owners in the City, representing more than 50 percent of the appraised value and the area of the Property (the "Petitioners"), submitted and filed with the City Clerk of the City a petition (the "Petition") requesting the establishment of a public improvement district to include the property owned by the Petitioners and to be known as the El Paso Public Improvement District No. 1 (the "Thunder Canyon" or "District"); and

WHEREAS, the District's Petition included approximately 69.0246 acres owned by Petitioners, all of which is presently located within the corporate limits of the City of El Paso, Texas, comprised of a parcel of land being a portion of Tract 1E, H.G. Foster Survey No. 259, a portion of Mesa Hills Unit Four, a portion of Coronado Ridge Estates, a portion of Mesa Hills Unit Two and Celebration Point, City of El Paso, El Paso County, Texas (the "Property"). The Property is located between Stanton Street, Moondale Drive, and Sharondale Drive in El Paso, Texas; and

WHEREAS, the City Council of the City (the "City Council") investigated and determined that the facts contained in the Petition were true and correct; and

WHEREAS, after providing all notices required by the Act, the City Council on January 16, 2007, conducted a public hearing on the advisability of the improvements and services; and

WHEREAS, the City Council, by resolution approved on January 16, 2007, authorized the creation of the District in accordance with the Act for the purpose of establishing and

creating the District (the "Enabling Resolution") to provide special supplemental services through the creation of a conservation easement for Thunder Canyon, as authorized by Chapter 372, Texas Local Government Code, and to undertake improvements necessary for the full development of the Property, including, but not be limited to the maintenance of Thunder Canyon in its natural state (referred to as the "District Improvements"); and

WHEREAS, Section 372.011 of the Act provides that a public improvement district may be dissolved by the municipality that created it upon determination that the purposes for which the District was created have been fulfilled and all debt incurred to finance the improvements has been fully paid; and

WHEREAS, Subsection 1(g) of the Enabling Resolution expressly provides that the District shall be dissolved by the City upon the final debt payment on the financing; and

WHEREAS, the City Council finds that, pursuant to the Service and Assessment Plan for the District adopted by Ordinance No. 016603 on April 17, 2007, and as confirmed by resolution approved by City Council on September 1, 2020, following the City's 2020 review of all costs and obligations associated with the authorized improvements of the District, all obligations have been satisfied and paid for in full as of August 14, 2020; and

WHEREAS, the City Council further finds that dissolution of the District is in the best interest of the City and the property owners within the District, and that all statutory requirements under the Act have been met.

NOW, THEREFORE, BE IT RESOLVED BY THE CITYCOUNCIL OF THE CITY OF EL PASO:

Section 1. The findings set forth in the recitals of this Resolution are hereby determined to be true and correct and are adopted and made part of this Resolution. The City Council further finds that the conditions set forth in Subsection 1(g) of the Enabling Resolution have been satisfied and that dissolution of the El Paso Public Improvement District No. 1 (the "Thunder Canyon" or "District") in accordance with Section 372.011 of the Texas Local Government Code ("Code") is authorized.

Section 2. Pursuant to the authority of Subsection 1(g) of the Enabling Resolution approved by City Council on January 16, 2007 and consistent with Section 372.011 of the Code, the City Council hereby declares that the District is dissolved, effective upon the approval of this Resolution and until the completion of all required administrative actions.

Section 3. Any remaining funds in the District's account shall be applied to final eligible expenses, and any balance remaining thereafter shall be transferred to the City's General Fund or another appropriate City fund as permitted by law. All records of the District shall be archived and maintained by the City Clerk in accordance with the City's records retention policy and state law.

Section 4. The City Manager, or designee, is hereby authorized and directed to take all necessary actions to effectuate the dissolution of the District, including providing notice to affected property owners, the El Paso Central Appraisal District, and the El Paso Tax Assessor-Collector, and to file such documentation as may be required under state law.

Section 5. Upon dissolution, the District shall cease to exist as a public improvement district under Chapter 372 of the Texas Local Government Code, and all powers, duties, and assessments previously authorized for the District shall terminate.

Section 6. If any article, paragraph, clause or provision of this Resolution shall be adjudged invalid or held unconstitutional, the same shall not affect the validity of this Resolution as a whole or any part or provision thereof, other than the part so decided to be invalid or unconstitutional.

Ms. Margarita Marin, Comptroller, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Representative Chávez commented.

1ST MOTION
*Motion made, seconded, and unanimously carried to **MOVE** the item to the **REGULAR AGENDA.**

2ND AND FINAL MOTION
Motion made by Mayor Pro Tempore Chávez, seconded by Representative Niño, and unanimously carried to **APPROVE** the Resolution.

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales
NAYS: None

……..…….

6. R E S O L U T I O N

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

That the City Manager, or designee, be authorized to sign an Overhead Electrical Easement to accommodate an electrical transmission line to provide electrical power to property owned by the City of El Paso within the municipal limits of the City, said easement more particularly described as:

A Portion of Lot 1, Municipal Center Subdivision, An Addition to the City of El Paso, El Paso County, Texas, as recorded in Volume 24, Page 16, Plat Records of El Paso County, Texas.

Representative Limón commented.

Mr. Joaquin Rodriguez, Grant Funded Programs Director, commented.

1ST MOTION
*Motion made, seconded, and unanimously carried to **MOVE** the item to the **REGULAR AGENDA.**

2ND AND FINAL MOTION
Motion made by Representative Limón, seconded by Representative Canales, and unanimously carried to **APPROVE** the Resolution.

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales
NAYS: None

……..…….

CONSENT AGENDA – BOARD RE-APPOINTMENTS:

……..…….

7. *Motion made, seconded, and unanimously carried to **RE-APPOINT** Christopher Olivares to the Museums and Cultural Affairs Advisory Board by Mayor Renard U. Johnson.

……..…….

CONSENT AGENDA – BOARD APPOINTMENTS:

……..…….

8. *Motion made, seconded, and unanimously carried to **APPOINT** Louis Sokol to the Bond Overview Advisory Committee by Representative Chris Canales, District 8.

……..…….

9. *Motion made, seconded, and unanimously carried to **APPOINT** Alfonso Jurado Jr. to the Fair Housing Task Force by Representative Deanna Maldonado-Rocha, District 3.

……..…….

10. *Motion made, seconded, and unanimously carried to **APPOINT** Joseph Gaskins to the City Accessibility Advisory Committee by Representative Lily Limón, District 7.

……..…….

11. *Motion made, seconded, and unanimously carried to **APPOINT** Kim Reagan to the City Plan Commission by Representative Lily Limón, District 7.

……..…….

12. *Motion made, seconded, and unanimously carried to **APPOINT** Noemi Herrera Rojas as a Regular Member to the Fair Housing Task Force by Representative Lily Limón, District 7.

……..…….

13. *Motion made, seconded, and unanimously carried to **APPOINT** Howard Goldberg to the Public Service Board Selection Committee by Representative Alejandra Chávez, District 1.

……..…….

14. *Motion made, seconded, and unanimously carried to **DELETE** the appointment of Paul Andrew de la Peña to the Capital Improvements Advisory Board by Representative Chris Canales, District 8.

……..…….

15. *Motion made, seconded, and unanimously carried to **APPOINT** Jakob M. Reynolds to the Public Service Board Selection Committee by Representative Chris Canales, District 8.

……..…….

CONSENT AGENDA – APPLICATIONS FOR TAX REFUNDS:

……..…….

16. ***R E S O L U T I O N**

WHEREAS, pursuant to Section 31.11 (c) of the Texas Code an application for a refund must be made within three (3) years after the date of the payment or the taxpayer waives the right to the refund; and

WHEREAS, pursuant to Section 31.11 (c-1) the governing body of the taxing unit may extend the deadline for a single period not to exceed two years on a showing of good cause by the taxpayer; and

WHEREAS, taxpayer, MELS ELECTRIC LP ("Taxpayer") has applied for a refund with the tax assessor for their 2020 property taxes that were overpaid on November 13, 2020, in the amount of $18.22 (EIGHTEEN DOLLARS AND TWENTY-TWO/100) for all taxing entities; and

WHEREAS, City Council may extend the deadline for the Taxpayer's application for the overpayment of the 2020 taxes for a period not to exceed two years on a showing of good cause by the taxpayer; and

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

THAT THE City finds that MELS ELECTRIC LP showed a good cause to extend the deadline to apply for a refund of the overpayment of the 2020 taxes and the tax refund in the amount of$18.22 (EIGHTEEN DOLLARS AND TWENTY-TWO/100) is approved.

***R E S O L U T I O N**

WHEREAS, pursuant to Section 31.11 (c) of the Texas Code an application for a refund must be made within three (3) years after the date of the payment or the taxpayer waives the right to the refund; and

WHEREAS, pursuant to Section 31.11 (c-1) the governing body of the taxing unit may extend the deadline for a single period not to exceed two years on a showing of good cause by the taxpayer; and

WHEREAS, taxpayer, MELS ELECTRIC LP ("Taxpayer") has applied for a refund with the tax assessor for their 2021 property taxes that were overpaid on November 17, 2021, in the amount of $258.03 (TWO HUNDRED FIFTY-EIGHT DOLLARS AND THREE/100) for all taxing entities; and

WHEREAS, City Council may extend the deadline for the Taxpayer's application for the overpayment of the 2021 taxes for a period not to exceed two years on a showing of good cause by the taxpayer; and

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

THAT THE City finds that MELS ELECTRIC LP showed a good cause to extend the deadline to apply for a refund of the overpayment of the 2021 taxes and the tax refund in the amount of $258.03 (TWO HUNDRED FIFTY-EIGHT DOLLARS AND THREE/100) is approved.

……..…….

CONSENT AGENDA – NOTICE FOR NOTATION:

……..…….

17. *Motion made, seconded, and unanimously carried to **NOTE** the Special Projects, Discretionary fund expenditures, and P-Card Transactions for the period of October 21, 2025 - November 20, 2025, for Mayor, City Council Representatives, City Attorney's Office, City Manager's Office and staff.

……..…….

18. *Motion made, seconded, and unanimously carried to **NOTE** the bids and proposals rejected administratively by the Purchasing Director. The reporting period covers from February 19, 2025 to December 5, 2025.

1. 2025-0035 Washing of Heavy - Duty Vehicles (Re-Bid) - Streets and Maintenance
2. 2026-0078 Shop Towels - Streets and Maintenance
3. 2025-0386R Union Plaza Redevelopment - Economic Development

CONSENT AGENDA – REQUEST FOR PROPOSAL:

19. **ITEM:** The award of Solicitation 2025-0031R Real Estate Appraisal Services – Airport to the following suppliers: 1) CBRE, Inc., 2) Steve R. Gragg dba Gragg Risk Management, LLC, 3) Lowery Property Advisors, LLC and 4) Wilkinson, Pendergras & Associates, LP, for a total estimated amount of $500,000.00. This contract will implement on-call professional appraisal services to assist the El Paso International Airport department with expediting and completing tasks for real estate transactions.

Contract Variance:
N/A

Department:	El Paso International Airport
Award to Supplier 1:	CBRE, Inc.
City & State:	Atlanta, GA
Total Annual Estimated Award:	$25,000.00
Total Initial Term Estimated Award:	$75,000.00
Total Option Term Estimated Award:	$50,000.00

Award to Supplier 2:	Steve R. Gragg dba Gragg Risk Management, LLC
City & State:	El Paso, TX
Total Annual Estimated Award:	$25,000.00
Total Initial Term Estimated Award:	$75,000.00
Total Option Term Estimated Award:	$50,000.00

Award to Supplier 3:	Lowery Property Advisors, LLC
City & State:	Irving, TX
Total Annual Estimated Award:	$25,000.00
Total Initial Term Estimated Award:	$75,000.00
Total Option Term Estimated Award:	$50,000.00

Award to Supplier 4:	Wilkinson, Pendergras & Associates, LP
City & State:	El Paso, TX
Total Annual Estimated Award:	$25,000.00
Total Initial Term Estimated Award:	$75,000.00
Total Option Term Estimated Award:	$50,000.00

Initial Term:	3 Years
Option Terms:	2 Two (1) Year Options
Total Contract Time:	5 Years

Total Annual Estimated Award:	$100,000.00
Total Initial Term Estimated Award:	$300,000.00
Total Option Term Estimated Award:	$200,000.00
Total Estimated Award:	$500,000.00
Account(s)	562-3000-62030-521020-P6202
Funding Source(s):	Airport Enterprise
District(s):	3

This was a Request for Qualifications Procurement service contract.

The Purchasing & Strategic Sourcing and El Paso International Airport Departments recommend award as indicated to 1) CBRE, Inc., 2) Steve R. Gragg dba Gragg Risk Management, LLC, 3) Lowery Property Advisors, LLC and 4) Wilkinson, Pendergras & Associates, LP the highest ranked offerors based on the evaluation factors established in the evaluation criteria for this procurement.

It is requested that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of this award.

In accordance with this award, the City Manager or designee is authorized to exercise future options if needed.

Additionally, it is requested that the City Attorney's Office review and that the City Manager or designee be authorized to execute any related contract documents and agreements necessary to effectuate this award.

Representatives Acevedo and Canales commented.

The following City Staff members commented:

- Ms. Crystal Paz, Lead Procurement and Contract Analyst
- Ms. Debbie Olivas, Aviation Business and Finance Assistant Director
- Ms. Dionne Mack, City Manager

1ST MOTION
*Motion made, seconded, and unanimously carried to **MOVE** the item to the **REGULAR AGENDA.**

2ND AND FINAL MOTION
Motion made by Representative Limón, seconded by Representative Fierro, and unanimously carried to **AWARD** the Solicitation.

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales
NAYS: None

……..…….

CONSENT AGENDA – BIDS:

……..…….

20. *Motion made, seconded, and unanimously carried to **AWARD** Solicitation 2026-0060 Vehicle Washing to Sun City Eco Wash LLC, for a three (3) year term for an estimated amount of $550,800.00. This contract will provide vehicle washing services for the fleet of the City of El Paso Police Department.

Contract Variance:
The difference based in comparison to the previous contract is as follows: An increase of $352,800.00 which represents a 178.18% increase due to additional quantities, services and price increases.

Department:	Police
Award to:	Sun City Eco Wash LLC
City & State:	El Paso, TX
Item(s):	All
Initial Term:	3 Years
Option Term:	N/A
Total Contract Time:	3 Years
Annual Estimated Award:	$183,600.00
Initial Term Estimated Award:	$550,800.00
Option Term Estimated Award:	N/A
Total Estimated Award:	$550,800.00
Account(s):	321-1000-21050-522280
Funding Source(s):	General Fund
District(s):	All

This was a Low Bid Procurement.

The Purchasing & Strategic Sourcing and Police Departments recommend award as indicated to Sun City Eco Wash LLC, the lowest responsive, responsible bidder.

It is requested that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of this award.

Mayor Johnson commented.

Ms. Dionne Mack, City Manager, commented.

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REGULAR AGENDA – FIRST READING OF ORDINANCES:

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21. *Motion made, seconded, and unanimously carried to **DELETE** the introduction of an Ordinance authorizing the conveyance of real property owned by the City of El Paso to Jesus Martin Lara and Lorena Villar, for the purchase price of $16,080.00; such real property municipally known and numbered as 212 Dolan Street, El Paso, Texas.

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Motion made by Representative Limón, seconded by Representative Chávez, and unanimously carried that the following Ordinances, having been introduced pursuant to Section 3.9 of the El Paso City Charter, be **ADVERTISED** for public hearing:

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales
NAYS: None

……

22. An Ordinance granting special permit No. PZST25-00008, to allow for infill development with reduction to the side street setback and a 60% parking reduction on the property described as Lots 11, 12, 13 and 14, Block 104, Campbell's Addition, 600 South Stanton Street, City of El Paso, El Paso County, Texas, pursuant to section 20.10.280 Infill Development of the El Paso City Code. The penalty being as provided for in chapter 20.24 of the El Paso City Code.

The proposed special permit meets the intent of the Future Land Use designation for the property and is in accordance with Plan El Paso, the City's Comprehensive Plan.

Subject Property: 600 South Stanton Street
Applicant: Alicia Coronel and Luis Carlos Coronel, PZST25-00008

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23. An Ordinance amending Title 18 (Building and Construction), Chapter 18.18 (Outdoor Lighting Code), Article X (Other Exemptions), Section 18.18.376 (City-owned Facilities), to add an exemption related to the Sun City Lights Program associated projects; the penalty is as provided for in Section 18.18.400 of the El Paso City Code.

Ms. Patricia Osmond, citizen, commented.

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24. An Ordinance changing the zoning of a portion of Lot 35, Block 54, Vista Hills Subdivision Unit Eleven, City of El Paso, El Paso County, Texas from A-2/sc/sp (Apartment/special contract/special permit) to C-1/sc/sp (Commercial/special contract/special permit). The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

The proposed rezoning meets the intent of the Future Land Use designation for the property and is in accordance with Plan El Paso, the City's Comprehensive Plan.

Subject Property: 1991 Saul Kleinfeld
Applicant: Simpatico East Property LLC, PZRZ25-00021

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PUBLIC HEARING WILL BE HELD ON JANUARY 6, 2026, FOR ITEMS 22 THROUGH 24

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REGULAR AGENDA – PUBLIC HEARINGS AND SECOND READING OF ORDINANCES:

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25. **ITEMS 25 AND 26 WERE TAKEN TOGETHER**

ORDINANCE 019819

The City Clerk read an Ordinance entitled: **AN ORDINANCE AUTHORIZING THE CONVEYANCE OF REAL PROPERTY OWNED BY THE CITY OF EL PASO TO BUYER, FOR THE PURCHASE PRICE OF $152,000.00; SUCH REAL PROPERTY LEGALLY DESCRIBED AS TRACT 17-B-2-A-5, BLOCK 12, YSLETA GRANT, IN THE CITY OF EL PASO, EL PASO COUNTY, TEXAS ACCORDING TO THE RESURVEY OF YSLETA GRANT MADE FOR TAX PURPOSES, AND NUMBERED AS 12 YSLETA TR 17-B-2-A-5, EL PASO, TEXAS 79907.**

26. **ORDINANCE 019820**

The City Clerk read an Ordinance entitled: **AN ORDINANCE AUTHORIZING THE CONVEYANCE OF REAL PROPERTY OWNED BY THE CITY OF EL PASO TO CORTEZ WHOLESALE INC., FOR THE PURCHASE PRICE OF $165,000; SUCH REAL PROPERTY LEGALLY DESCRIBED AS ALAMEDA & PIEDRAS-PID 212380.**

Ms. Mary Lou Espinoza, Capital Assets Manager, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Motion duly made by Representative Canales, seconded by Representative Limón, and carried that the Ordinances be **ADOPTED.**

Whereupon the Mayor ordered that a vote be taken on the passage and adoption of the Ordinances which when so done resulted as follows:

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales
NAYS: None

Whereupon the Mayor ordered that, the vote having been cast in favor of the Ordinances, the same be and the same are hereby **ADOPTED**.

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27. ORDINANCE 019821

The City Clerk read an Ordinance entitled: **AN ORDINANCE GRANTING SPECIAL PERMIT NO. PZST25-00009, TO ALLOW FOR INFILL DEVELOPMENT WITH REDUCTION TO AVERAGE LOT WIDTH AND SIDE YARD SETBACK ON THE PROPERTY DESCRIBED AS LOT 5, BLOCK 37, MAGOFFIN ADDITION, 911 TAYS STREET, CITY OF EL PASO, EL PASO COUNTY, TEXAS, PURSUANT TO SECTION 20.10.280 INFILL DEVELOPMENT OF THE EL PASO CITY CODE. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.**

Mr. Luis Zamora, Chief Planner and Zoning Administrator, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Motion duly made by Representative Canales, seconded by Representative Limón, and carried that the Ordinance be **ADOPTED.**

Whereupon the Mayor ordered that a vote be taken on the passage and adoption of the Ordinance which when so done resulted as follows:

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales
NAYS: None

Whereupon the Mayor ordered that, the vote having been cast in favor of the Ordinance, the same be and the same is hereby **ADOPTED**.

……..…….

28. ORDINANCE 019822

The City Clerk read an Ordinance entitled: **AN ORDINANCE CHANGING THE ZONING OF THE PROPERTY DESCRIBED AS LOT 7 AND LOT 8, BLOCK 10, EASTWOOD SECTION 1, 7804 AND 7808 BOIS D' ARC DRIVE, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM R-3 (RESIDENTIAL) TO S-D (SPECIAL DEVELOPMENT), PURSUANT TO SECTION 20.04.360, AND APPROVING A DETAILED SITE DEVELOPMENT PLAN PURSUANT TO SECTION 20.04.150 AND 20.10.360 OF THE EL PASO CITY CODE TO ALLOW FOR A MEDICAL OFFICE AS PERMITTED IN THE S-D (SPECIAL DEVELOPMENT) ZONE DISTRICT. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.**

Representative Limón commented.

The following City staff members commented:

- Mr. Luis Zamora, Chief Planner and Zoning Administrator

- Mr. Kevin Smith, Planning and Inspections Assistant Director

Motion duly made by Representative Limón, seconded by Representative Fierro, and carried that the Ordinance be **ADOPTED.**

Whereupon the Mayor ordered that a vote be taken on the passage and adoption of the Ordinance which when so done resulted as follows:

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales
NAYS: None

Whereupon the Mayor ordered that, the vote having been cast in favor of the Ordinance, the same be and the same is hereby **ADOPTED**.

……..…….

29. ITEMS 29 AND 30 WERE TAKEN TOGETHER

ORDINANCE 019823

The City Clerk read an Ordinance entitled: **AN ORDINANCE CHANGING THE ZONING OF A PORTION OF LOT 2, BLOCK 1, IBARRA SUBDIVISION, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM C-1 (COMMERCIAL) TO C-2 (COMMERCIAL) AND IMPOSING CONDITIONS. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.**

30. ORDINANCE 019824

The City Clerk read an Ordinance entitled: **AN ORDINANCE GRANTING SPECIAL PERMIT NO. PZST25-00004, TO ALLOW FOR A BALLROOM ON THE PROPERTY DESCRIBED AS A PORTION OF LOT 2, BLOCK 1, IBARRA SUBDIVISION, CITY OF EL PASO, EL PASO COUNTY, TEXAS PURSUANT TO SECTION 20.04.260 OF THE EL PASO CITY CODE. THE PENALTY BEING AS PROVIDED IN CHAPTER 20.24 OF THE EL PASO CITY CODE.**

Mr. Luis Zamora, Chief Planner and Zoning Administrator, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Representatives Niño and Limón commented.

Mr. Kevin Smith, Planning and Inspections Assistant Director, commented.

Motion duly made by Representative Niño, seconded by Representative Maldonado-Rocha, and carried that the Ordinances be **ADOPTED.**

Whereupon the Mayor ordered that a vote be taken on the passage and adoption of the Ordinances which when so done resulted as follows:

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, and Canales
NAYS: Representative Limón

Whereupon the Mayor ordered that, the vote having been cast in favor of the Ordinances, the same be and the same are hereby **ADOPTED**.

……..…….

31. ORDINANCE 019825

The City Clerk read an Ordinance entitled: **AN ORDINANCE VACATING A PORTION OF RESLER DRIVE RIGHT-OF-WAY LOCATED ON A 0.172-ACRE PORTION OF TRACT 1B, S.J. LARKIN SURVEY 266, CITY OF EL PASO, EL PASO COUNTY, TEXAS.**

Mr. Ismael Segovia, Subdivisions Chief Planner, presented a PowerPoint presentation (copy on file in the City Clerk's Office)

Mayor Johnson and Representative Fierro verbally disclosed a receipt of campaign contributions from Mr. Harris, the applicant.

Representative Chávez verbally disclosed a $1,000 campaign contribution from Mr. Harris.

Motion duly made by Mayor Pro Tempore Chávez, seconded by Representative Fierro, and carried that the Ordinance be **ADOPTED.**

Whereupon the Mayor ordered that a vote be taken on the passage and adoption of the Ordinance which when so done resulted as follows:

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales
NAYS: None

Whereupon the Mayor ordered that, the vote having been cast in favor of the Ordinance, the same be and the same is hereby **ADOPTED**.

……..…….

32. ORDINANCE 019826

The City Clerk read an Ordinance entitled: **AN ORDINANCE GRANTING A SPECIAL PRIVILEGE LICENSE TO COMANCHE EP LLC TO PERMIT THE EXISTING AERIAL ENCROACHMENT OF A BALCONY, THE SURFACE ENCROACHMENT OF (2) TWO SETS OF STAIRS AND A BACKFLOW WATER PREVENTER, AND THE SUBSURFACE ENCROACHMENT OF A BASEMENT, ALL WITHIN A PORTION OF CITY RIGHT-OF-WAY AT 312 E. OVERLAND AVENUE, EL PASO, TEXAS; SETTING THE LICENSE TERM FOR TEN YEARS (10) WITH ONE (1) RENEWABLE TEN (10) YEAR TERM.**

Ms. Armida Martinez, Lead Planner, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Representative Canales commented.

Motion duly made by Representative Canales, seconded by Representative Limón, and carried that the Ordinance be **ADOPTED.**

Whereupon the Mayor ordered that a vote be taken on the passage and adoption of the Ordinance which when so done resulted as follows:

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales
NAYS: None

Whereupon the Mayor ordered that, the vote having been cast in favor of the Ordinance, the same be and the same is hereby **ADOPTED**.

……

33. ORDINANCE 019827

The City Clerk read an Ordinance entitled: **AN ORDINANCE AMENDING THE 2025 PROPOSED THOROUGHFARE SYSTEM, AS INCORPORATED INTO PLAN EL PASO, TO DELETE THE PROPOSED COLLECTOR EXTENSION OF NINTH STREET THAT RUNS BETWEEN LA MESA STREET AND VINTON AVENUE; TO DELETE THE PROPOSED COLLECTOR CONNECTION BETWEEN SUNCREST DRIVE AND VIN RAMBLA DRIVE; AND TO CONNECT COLLECTORS SUNCREST DRIVE AND VIN MORELLA WAY TO 1-10.**

Representative Canales commented.

Motion duly made by Representative Canales, seconded by Representative Limón, and carried that the Ordinance be **ADOPTED.**

Whereupon the Mayor ordered that a vote be taken on the passage and adoption of the Ordinance which when so done resulted as follows:

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales
NAYS: None

Whereupon the Mayor ordered that, the vote having been cast in favor of the Ordinance, the same be and the same is hereby **ADOPTED**.

……

REGULAR AGENDA – MEMBERS OF THE CITY COUNCIL:

……

34. R E S O L U T I O N

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

That the City Council declares that the expenditure of District 3 discretionary funds in an amount not to exceed $5,000.00, to support current and future programming for youth, seniors, and athletic activities; initiatives; events; community meetings; and other events in District 3 serves the municipal purpose of fostering a positive community atmosphere, promotes cultural enrichment, supports local initiatives, and enhances the overall quality of life for El Paso residents; and

That discretionary funds be used for the purchase of items, including but not limited to water, refreshments, snacks, prizes, and recognition or award items, for events that may be held at various community locations, including but not limited to District 3 parks, libraries, city facilities; and

Further, that the City Manager, or designee, be authorized to effectuate any budget transfers and execute any contracts and/or related documents necessary to ensure that the funds are properly expended for the municipal purpose.

Motion made by Representative Maldonado-Rocha, seconded by Representative Chávez, and unanimously carried to **APPROVE** the Resolution.

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales
NAYS: None

……..…….

35. R E S O L U T I O N

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

That City Council declares that the expenditure of District 2 discretionary funds, in an amount not to exceed $2,500.00, for the execution, promotion, and programming of District 2 holiday events including, but not limited to, the Five Points Holiday Party, as well as for food at senior centers and other holiday events within District 2, serves the municipal purpose of enhancing the quality of life for El Paso residents and fosters community pride and encourages civic engagement; and

That the City Manager, or designee, be authorized to effectuate any budget transfers and execute any contracts and/or related documents necessary to ensure that the funds are properly expended for the municipal purpose.

Representative Acevedo commented.

Motion made by Representative Acevedo, seconded by Representative Chávez, and unanimously carried to **APPROVE** the Resolution.

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales
NAYS: None

……..…….

36. R E S O L U T I O N

WHEREAS, to commemorate the lives of Sebastian Rowan Trotter and Charlotte Emery Trotter whose lives were tragically taken prematurely during the Ruidoso, New Mexico flash flood on July 8, 2025; and

WHEREAS, Sebastian was an avid Pokémon card collector and huge soccer fanatic; and

WHEREAS, Charlotte loved to sing, dance, make jokes, and give people makeovers with her play makeup; and

WHEREAS, both children and the Trotter family enjoyed many hours at Fortaleza Park;

WHEREAS, on October 8, 2025, the Parks and Recreation Advisory Board has heard

from the Trotter family and others and recommend to City Council that Fortaleza Park be renamed to memorialize Sebastian and Charlotte.

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

THAT City Council accepts the recommendation from the Parks and Recreation

Advisory Board and hereby approves the renaming of Fortaleza Park, located at 14800 Tierra Fortaleza Ave., El Paso, TX 79938, within the City of El Paso, El Paso County, Texas, as "Trotter Memorial Park"; and

THAT Carl C. Jackson, ("Applicant") shall incur the customary costs associated with the renaming of the park, such as installing or replacing signs with the park name or any other signs posted or affixed to a facility. Any proposed signs shall be reviewed and agreed upon by both the Parks and Recreation Department and Applicant, District 5.

Mayor Johnson and Representative Niño commented.

Motion made by Representative Niño, seconded by Representative Limón, and unanimously carried to **APPROVE** the Resolution.

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales
NAYS: None

……..…….

37. R E S O L U T I O N

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

THAT the City Council authorizes the expenditure of District 8 discretionary funds in an amount not to exceed ONE THOUSAND NINE HUNDRED DOLLARS ($1,900.00) to be used towards December community events hosted by District 8 including "Tamales with Canales" and "Segundo Barrio Holiday Luncheon.", and

THAT the City Council declares the expenditure of said discretionary funds serve the municipal purpose of fostering a positive community atmosphere, enhancing citizen engagement with leadership, and improving the overall quality of life for El Pasoans, and

THAT the City Manager or designee is authorized to accept donations for sponsorship of the event, to negotiate and sign contracts as approved by the City Attorney, to execute any related documents, to effectuate any budget transfers and to appropriate and ensure that the funds are properly expended for the municipal purpose.

Representative Canales commented.

Motion made by Representative Canales, seconded by Representative Maldonado-Rocha, and unanimously carried to **APPROVE** the Resolution.

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales
NAYS: None

……..…….

38. ITEM: Discussion and action to direct El Paso Water Utilities to schedule and conduct 8 city council district community meetings regarding the proposed budget and rate increase. These meetings should be held between now and January 13, 2026 to ensure adequate public outreach and input prior to budget adoption on January 14, 2026.

The purpose of these community meetings is to:

1. Provide residents with clear information on the proposed budget and any associated rate adjustments

2. Offer the public an opportunity for questions and feedback

3. Ensure transparency and community engagement in the budget development process

Further, City Manager is directed to coordinate with El Paso Water to finalize meeting dates, locations, and communication plans to ensure broad community awareness.

Mayor Johnson and Representatives Chávez, Acevedo, Maldonado-Rocha, and Canales commented.

The following El Paso Water staff members commented:

- Mr. John Balliew, President and Chief Executive Officer
- Mr. Rene Leon, Legislative Liaison

Mr. Bryan Morris, Public Service Board Chair, commented.

Ms. Karla Nieman, City Attorney, commented.

Ms. Patricia Osmond, citizen, commented.

Motion made by Representative Maldonado-Rocha, seconded by Representative Acevedo, and unanimously carried to **DIRECT** El Paso Water Utilities to schedule and conduct 8 city council district community meetings regarding the proposed budget and rate increase. These meetings should be held between now and January 13, 2026, to ensure adequate public outreach and input prior to budget adoption on January 14, 2026.

The purpose of these community meetings is to:

- Provide residents with clear information on the proposed budget and any associated rate adjustments
- Offer the public an opportunity for questions and feedback
- Ensure transparency and community engagement in the budget development process

Further, City Manager is directed to coordinate with El Paso Water to finalize meeting dates, locations, and communication plans to ensure broad community awareness.

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales
NAYS: None

……

REGULAR AGENDA – OTHER BIDS, CONTRACTS, PROCUREMENTS:

……

39. Motion made by Representative Limón, seconded by Representative Chávez, and unanimously carried that the Director of Purchasing & Strategic Sourcing be **AUTHORIZED** to issue Purchase Order(s) for Solicitation 2026-0059 Postal Services to US Postal Service for a three (3) year term for an estimated amount of $650,000.00. This contract will allow the Tax Office to have a three-year contract to provide the tax bills to residents in a timely manner each year.

Contract Variance:
The difference based in comparison to the previous contract is as follows: An increase of $300,000.00 for the initial term, which represents a 85.71% increase due to price increases for postal services.

Department:	Tax Office
Award to:	US Postal Service
City & State:	El Paso, TX
Item(s):	All
Initial Term:	3 Years
Option Term:	N/A
Total Contract Time:	3 Years
Annual Estimated Award:	$216,666.67
Initial Term Estimated Award:	$650,000.00
Option Term Estimated Award:	N/A
Total Estimated Award	$650,000.00
Account(s)	206-3700-19040-540030
Funding Source(s):	Tax Office Enterprise Fund
District(s):	All

This is a Non-Competitive Award – service contract.

Non-Competitive Procurement under Local Government General Exemption: Section 252.022: (7) a procurement of items that are available from only one source, (A) items that are available from only one source because of patents, copyrights, secret processes, or natural monopolies. The US Postal Service is a permanent fixture of the Federal Government in order to comply with the requirements under the Texas Property Tax Code, Sec. 31.01. Tax Bills.

The Purchasing & Strategic Sourcing and Tax Office Department recommend award as indicated to The US Postal Service, under the exemption listed above.

It is requested that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of this award.

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales
NAYS: None

……..…….

40. R E S O L U T I O N

WHEREAS, on May 10, 2022, the City of El Paso ("City") entered into Agreement No. 2022-0400, CopLogic, with LexisNexis Coplogic Solutions, Inc. d/b/a/ LexisNexis Risk Solutions, for a term of two (2) years, with yearly automatic renewals, the initial performance period is December 1, 2022 to November 30, 2023*;*

WHEREAS, the contract lapsed on December 1, 2024 while services remained on going to date*;*

WHEREAS, on September 3, 2025, City Council has approved the ratification of outstanding cost associated with the annual maintenance for the El Paso Police Department's Online reporting program with LexisNexis Coplogic Solutions*;*

WHEREAS, Coplogic Solutions products and services have been acquired and implemented by the City through Agreement 2022-0400 since 2022 to date in the approximate amount of $229,378.00*;*

WHEREAS, the executed Agreement No. 2022-0400 provides that, agreement shall commence upon effective date and shall continue until terminated in accordance with its terms, with each order specifying the applicable service term;

WHEREAS, the executed Agreement No. 2022-0400 shall continue in effect until such time as the City determines that the products and services are no longer required;

WHEREAS, the City will continue to align its use of LexisNexis Coplogic Solutions, Inc. d/b/a/ LexisNexis Risk Solutions products and services with the City's annual budget process, whereby projected usage of Vector software solutions will be reviewed, updated, and authorized by the City Council through approval of the applicable fiscal year budget resolution and its associated schedules; and

WHEREAS, the City desires to maintain access to LexisNexis Coplogic Solutions current and future services and products to continue building upon its investment in LexisNexis Coplogic Solutions.

NOW, THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

1. The recitals set forth above are hereby found to be true and correct and are incorporated herein by reference.

2. All expenditures arising from contractual obligations for Fiscal Year 2026 (FY26) with LexisNexis Coplogic Solutions, Inc. d/b/a/ LexisNexis Risk Solutions, which are required to meet the City's IT and Police Department needs, have been approved through the FY26 Budget Resolution.

3. The City Attorney's Office shall review, and the Purchasing Director is authorized to execute any related and necessary documents during the term of the Agreement.

4. Expenditures under the Agreement for any fiscal year shall be subject to the approval of the City's annual budget, including projections and updates by the Department of Information Technology, which shall be incorporated into Schedule E of the City's annual Budget Resolution

5. The City Manager, or designee, is authorized to execute any documents and budget transfers necessary to implement this Resolution.

Ms. Patricia Osmond, citizen, commented.

Motion made by Alternate Mayor Pro Tempore Fierro, seconded by Representative Chávez, and unanimously carried to **APPROVE** the Resolution.

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales
NAYS: None

……

41. Motion made by Representative Canales, seconded by Representative Limón, and unanimously carried to **AWARD** Solicitation 2025-0452 to Traffic Logix Corporation for an

initial term of three (3) year(s) for an estimated amount of $972,000.00. The award also includes initial term of three (3) year(s) for an estimated amount of $972,000.00. The award also includes a two (2) year option for an estimated amount of $648,000.00. The total contract time is for five (5) years for a total estimated amount of $1,620,000.00. This contract will allow Streets and Maintenance to purchase speed cushions to slow traffic down to the 15-25 mph range.

Contract Variance:
The difference based in comparison to the previous contract is as follows: An increase of $651,625.00 for the initial term, which represents a 67.29% increase due to an increase in quantities and additional section panels for speed cushions added to the scope of work.

Department:	Streets and Maintenance
Award to:	Traffic Logix Corporation
City & State:	Spring Valley, NY
Item(s):	ALL
Initial Term:	3 Years
Option Term:	2 Years
Total Contract Time:	5 Years
Annual Estimated Award:	$324,000.00
Initial Term Estimated Award:	$972,000.00
Option Term Estimated Award:	$648,000.00
Total Estimated Award	$1,620,000.00
Account(s)	522270-532-1000-32020-P3250
Funding Source(s):	General Fund
District(s):	All

This was a Low Bid Procurement - unit price contract

The Purchasing & Strategic Sourcing and Streets and Maintenance Departments recommend award as indicated to Traffic Logix Corporation the lowest responsive and responsible bidder.

It is requested that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of this award.

In accordance with this award, the City Manager or designee is authorized to exercise future options if needed.

Mr. Randy Garcia, Streets and Maintenance Director, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Mayor Johnson and Representatives Chávez and Niño commented.

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales
NAYS: None

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42. Motion made by Alternate Mayor Pro Tempore Fierro, seconded by Representative Maldonado-Rocha, and carried to **AWARD** Solicitation 2025-0396 Citywide Street Resurfacing 2025 - 2027 to ZTEX Construction, Inc. for a term of seven hundred thirty (730) consecutive calendar days for an estimated amount of $17,557,570.00. This project will consist of milling and paving of various asphalt streets throughout the City of El Paso right-of-way.

Department: Streets and Maintenance

Award to:	ZTEX Construction, Inc.
City & State:	El Paso, TX
Items:	All
Total Contract Time:	730 Consecutive Calendar Days
Total Estimated Award:	$17,557,570.00
Accounts:	532-2560-32120-522270-P22STYR3RES
	532-2560-32120-522270-P23STYR4RES
	532-4825-29110-522270-PCP25RESBOND03
	532-2560-32040-522270-P25STYR6ART
Funding Sources:	FY22 Residential Street Resurf- PayGo
	FY23 Residential Street Resurf- PayGo
	FY25 Bond- Community Progress Bond
	FY25 Arterial Street Resurfacing
Districts:	All

This was a Competitive Sealed Proposal Procurement unit price contract.

The Purchasing & Strategic Sourcing, Streets and Maintenance, and Capital Improvement Departments recommend award as indicated to ZTEX Construction, Inc. the highest ranked offeror based on the evaluation factors established in the evaluation criteria for this procurement.

It is requested that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of this award.

As a part of this award, upon the review of the City Attorney, the City Engineer may without further authorization from City Council approve contract changes which are necessary for proper execution of the work and carrying out the intent of the project, which are in accordance with applicable law, do not make changes to the prices and are within the appropriate budget.

Mr. Randy Garcia, Streets and Maintenance Director, presented a PowerPoint presentation (copy on file in the City Clerk's Office)

Representatives Chávez, Acevedo, Maldonado-Rocha, and Niño commented.

The following City staff members commented:

- Ms. Dionne Mack, City Manager
- Ms. Claudia Garcia, Purchasing and Strategic Sourcing Director
- Ms. Yvette Hernandez, Deputy City Manager
- Ms. Karla Nieman, City Attorney

AYES: Representatives Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales
NAYS: Representatives Chávez and Acevedo

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The City Council Meeting was **RECESSED** at 12:57 p.m. for lunch.

The City Council Meeting was **RECONVENED** at 2:04 p.m.

……

43. **R E S O L U T I O N**

WHEREAS, on July 20, 2004, the El Paso City Council adopted a resolution approving the use of alternate project delivery methods for construction projects pursuant to Section 271.113 of the Texas Local Government Code (now Section 2269 of the Texas Government Code) that provides the best value to the City; and

WHEREAS, on Sept. 18, 2012, the El Paso City Council approved the addition of the Construction Manager-at-Risk as an alternate project delivery method for construction projects and adopted the City of El Paso Construction Manager-at-Risk Procurement Policy; and

WHEREAS, the City's Construction Manager-at-Risk Procurement Policy states that the City Engineer will determine, before advertising, which alternative project delivery method for construction provides the best value to the City and that the El Paso City Council shall approve the issuance of a solicitation for any Construction Manager-at-Risk project prior to its issuance; and

WHEREAS, on April 17, 2018, the City Council amended the Construction Manager-at-Risk Procurement Policy to delete the requirement of City Council approval of a Solicitation for any Construction Manager-at-Risk prior to the issuance and delegated to the Director of Purchasing & Strategic Sourcing the authority to determine which alternative project delivery method for construction provides the best values to the City and to approve the issuance of a solicitation for any Construction Manager-at Risk project to the Director of Purchasing and Strategic Sourcing; and

WHEREAS, the Director of Purchasing & Strategic Sourcing determined that the Construction Manager-at-Risk alternative project delivery method will provide the best value to the City for the construction of the Sun Metro Transit Operations Maintenance Building Reconstruction project and approved the issuance of a solicitation using Construction Manager-at-Risk delivery method for the construction of the El Paso Fire Department Special Operations Division Station project; and

WHEREAS, the City of El Paso ("City") issued a Request for Proposal as part of the construction manager-at risk project delivery method for the Sun Metro Transit Operations Maintenance Building Reconstruction, Solicitation 2025-0432R; and

WHEREAS, Jordan Foster Construction, LLC ("Contractor"), a Texas Corporation, submitted the proposal offering the best value for the City on the basis of the published selection criteria and on the ranking evaluations; and

WHEREAS, the City negotiated a contract with Contractor and desires to award the Sun Metro Transit Operations Maintenance Building Reconstruction project, Solicitation 2025-0432R for construction manager-at risk services to Contractor; and

WHEREAS, the initial contract award will commence the preconstruction services and the parties understand that an amendment to establish the Guaranteed Maximum Price for the project will be subject to City Council approval.

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

THAT the City Manager is authorized to execute the construction manager-at risk agreement ("Contract") between the City of El Paso and Jordan Foster Construction, LLC ("Contractor"), a Texas Corporation, for the project known as the Sun Metro Transit Operations Maintenance Building Reconstruction project, 2025-0432R, in an initial amount of $5,000.00 for preconstruction services; and that the City Engineer is authorized to approve additional

preconstruction services in the amount of $20,000.00 if the services are necessary for the proper execution of the project.

Ms. Patricia Osmond, citizen, commented.

Motion made by Alternate Mayor Pro Tempore Fierro, seconded by Representative Limón, and unanimously carried to **APPROVE** the Resolution.

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales
NAYS: None

……..…….

REGULAR AGENDA – OTHER BUSINESS:

……..…….

44. R E S O L U T I O N

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

That the City Manager be authorized to sign an Agreement for Professional Services by and between the **CITY OF EL PASO** and **ALVIDREZ ASSOCIATES, INC.**, a Texas corporation, for a project known as "Architect and Engineering Services for Sun Metro TOC Reconstruction" for an amount not to exceed $1,300,403.50; that the City Engineer is authorized to approve additional Basic Services and Reimbursables for an amount not to exceed $50,000.00 and to approve Additional Services for an amount not to exceed $50,000.00, if such services are necessary for the proper execution of the project and the increased amounts are within the appropriate budgets of the project, for a total amount of $1,400,403.50; and that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for the execution of the Agreement.

Mr. Daniel Garcia, Capital Improvement Assistant Director, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Mayor Johnson verbally disclosed a campaign contribution from Mr. David Alvidrez.

Representative Boyar Trejo commented.

Motion made by Representative Boyar Trejo, seconded by Representative Limón, and unanimously carried to **APPROVE** the Resolution.

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales
NAYS: None

……..…….

45. R E S O L U T I O N

WHEREAS, on September 10, 2025, bids for solicitation 2025-0296 Veterinary Vaccines were opened and the City of El Paso received five (5) responses.

1. Intervet Inc. dba Merck Animal Health and Midwest Veterinary Supply, Inc. both submitted identical pricing on the bid form.

WHEREAS, pursuant to the Local Government Code Sec. 271.901(c) Procedure for Awarding Contract if Municipality or District Receives Identical Bids, and

WHEREAS, the casting of lots must be in a manner prescribed by the mayor of the municipality or the governing body of the district and must be conducted in the presence of the governing body of the municipality or district.

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

That the award of contract 2025-0296 Veterinary Vaccines will be determined by the casting of lots, pursuant to Local Government Code Sec. 271.901(c), and that the award shall be effective as of December 16, 2025.

Representative Canales commented.

Ms. Venessa Lagunas, Senior Procurement Analyst, commented.

Motion made by Representative Canales, seconded by Representative Boyar Trejo, and unanimously carried to **APPROVE** the Resolution to award Solicitation 2025-0296 Veterinary Vaccines to Intervet Inc. dba Merck Animal Health as determined by the casting of the lots.

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales
NAYS: None

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46. **R E S O L U T I O N**

WHEREAS, on August 19, 2025, pursuant to Section 7.3D of the City of El Paso municipal code, the City Council approved the FY2026 City budget by resolution ("Budget Resolution"); and

WHEREAS, Section 6 of the FY2026 Budget Resolution authorizes the City Manager, or designee, to make budget transfers between departments and/or non-enterprise funds or reprogram funds within an enterprise department, not to exceed $100,000, to the extent permitted by law and budget transfers between departments and/or non-enterprise department funds exceeding $100,000 requiring City Council approval; and

WHEREAS, the Capital Improvement and Streets and Maintenance Departments require a budget transfer in excess of $100,000, which, in accordance with Section 6 of the FY2026 Budget Resolution, requires City Council approval.

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

THAT, the City Manager, or designee, be authorized to effectuate a budget transfer from Top 50 Arterials Master Plan to set up Top 50 Arterials - Lomaland II project as part of the Top 50 Arterials - Community Progress Bond, as listed and referenced below:

BT Number	Fund	Project	Increase /(Decrease)
BT2026-0168	4825	PCP23STMSTRART	($1,694,377.00)
BT2026-0168	4825	PCP26ARTRESURD7	$1,694,377.00

Mr. Randy Garcia, Streets and Maintenance Director, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Motion made by Representative Limón, seconded by Representative Boyar Trejo, and unanimously carried to **APPROVE** the Resolution.

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales
NAYS: None

……..…….

47. R E S O L U T I O N

WHEREAS, the El Paso City Council ("City") approved the Texas Economic Development Incentive Program ("TED Program") Policy and Guidelines on January 20, 2021; and

WHEREAS, the purpose of the TED Program is to promote economic development within El Paso Electric's ("EPE") Texas Service Area through various programs, including Infrastructure Development Assistance and Quality Jobs and Investment Assistance; and

WHEREAS, the Investment Assistance Program provides financial support to companies expanding or establishing operations within EPE's Texas Service Area; and

WHEREAS, Rancho Del Rey IC, LLC ("Company") has made multiple commitments to create net-new jobs and investment in the EPE Texas Service Area; and

WHEREAS, the Company retained Kimley-Horn and Associates, Inc. to prepare a drainage study for the Rancho Del Rey Logistics Park, a 227.3-acre phased development south of I-10 along Loop 375 in El Paso, Texas, to support future industrial growth and protect surrounding properties from flooding (collectively, the "Drainage Channel Pond" or "Project"); and

WHEREAS, the City agrees to provide financial assistance to the Company in the form of a grant totaling *$2,325,000* ("Grant Funds") from the TED Program Fund for the *Rancho Del Rey Project* as detailed in *Exhibit A* of the Texas Economic Development Incentive Program Fund Agreement ("TED Agreement").

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

THAT the above recitals are accepted as true and correct; and

THAT the City Council finds that the *Rancho Del Rey Project* meets the requirements of the TED Program and provides a sufficient net positive impact to EPE's Texas Service Area; and

THAT the City agrees to provide Grant Funds to the Company totaling *$2,325,000* from the TED Program Fund for the *Rancho Del Rey Project;* and

THAT the City Manager, or designee, be authorized to execute any budget transfers and associated agreements in order to effectuate the intent of this Resolution.

Ms. Karina Brasgalla, Economic and International Development Director, presented a PowerPoint presentation (copy on file in the Clerk's Office).

Mayor Johnson and Representative Fierro commented.

Ms. Patricia Osmond, citizen, commented.

Motion made by Alternate Mayor Pro Tempore Fierro, seconded by Representative Maldonado-Rocha, and unanimously carried to **APPROVE** the Resolution.

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales
NAYS: None

……..…….

48. **R E S O L U T I O N**

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

That the City Manager be authorized to execute a First Amendment to that certain Chapter 380 Economic Development Program Agreement ("Agreement") executed on April 26, 2022 by and between the City of El Paso ("City") and the Mills Plaza Properties V, LP, a Texas limited partnership and Kress Tunnel, LLC, a Texas limited liability company (collectively, "Applicant"), to provide a twelve (12)-month extension to obtain a Certificate of Occupancy in consideration of the Applicant increasing the Minimum Investment to $30,000,000.

Representative Canales commented.

Ms. Patricia Osmond, citizen, commented.

Motion made by Representative Canales, seconded by Representative Chávez, and unanimously carried to **APPROVE** the Resolution.

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales
NAYS: None

……..…….

Motion made by Representative Limón, seconded by Representative Niño, and unanimously carried to **ADJOURN** this meeting at 2:41 p.m.

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales
NAYS: None

……..…….

APPROVED AS TO CONTENT:

_____
Laura D. Prine, City Clerk

RENARD U. JOHNSON
MAYOR

DIONNE MACK
CITY MANAGER

CITY COUNCIL
ALEJANDRA CHÁVEZ, DISTRICT 1
JOSH ACEVEDO, DISTRICT 2
DEANNA MALDONADO-ROCHA, DISTRICT 3
CYNTHIA BOYAR TREJO, DISTRICT 4
IVAN NIÑO, DISTRICT 5
ART FIERRO, DISTRICT 6
LILY LIMÓN, DISTRICT 7
CHRIS CANALES, DISTRICT 8

CITY COUNCIL WORK SESSION MINUTES
December 15, 2025
COUNCIL CHAMBERS, CITY HALL AND VIRTUALLY
9:00 A.M.

The City Council met at the above place and date. The meeting was called to order at 9:06 a.m. Mayor Renard Johnson was present and presiding. The following Council Members answered roll call: Alejandra Chávez, Josh Acevedo, Deanna Maldonado-Rocha, Cynthia Boyar Trejo, Ivan Niño, Art Fierro, Lily Limón, and Chris Canales.

AGENDA

1. Presentation by El Paso Water on the utility's proposed budget for Fiscal Year 2026/27.

Mr. Jeffrey Tepstick, Chief Financial Officer, El Paso Water, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Mayor Johnson and Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales commented.

The following El Paso Water Staff members commented:

- Ms. Gisela R. Dagnino, Chief Operations Officer – Stormwater
- Mr. Rene Leon, Legislative Liaison

The following members of the public commented:

- Ms. Mary Woodruff
- Ms. Patricia Osmond

NO ACTION was taken on this item.

2. **RESOLUTION**

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

That the City Manager is authorized to sign a Memorandum of Understanding by and between the **CITY OF EL PASO** (the "CITY OF EL PASO"), and the Confederation of National Chambers of Commerce, Services, and Tourism of the United Mexican States, **CONCANACO SERVYTUR MÉXICO** ("CONCANACO SERVYTUR"), a public-interest institution, autonomous and endowed with its own legal status and assets in México (collectively, the "Parties") to establish a framework for cooperation and promote trade and investment opportunities through the promotion of goods,

services, projects, and dialogue spaces by implementing strategies that ensure the successful execution of specific actions for a term of two (2) years.

Mr. Israel Alvarado, Senior Economic Development Analyst, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Ms. Adriana Pulecio, International Business and Trade Development Manager, commented.

Mayor Johnson and Representatives Chávez, Boyar Trejo, Fierro, and Limón commented.

Motion made by Representative Limón, seconded by Representative Fierro, and unanimously carried to **APPROVE** the Resolution.

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales
NAYS: None

……

3. Presentation and discussion on the Fiscal Year 2024-2025 Fourth Quarter Financial Report.

Mr. Robert Cortinas, Chief Financial Officer and Deputy City Manager, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Mayor Johnson and Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, and Niño commented.

Ms. Dionne Mack, City Manager, commented.

Ms. Patricia Osmond, citizen, commented.

NO ACTION was taken on this item.

……

4. Update on Neighborhood Improvement Program (NIP) 6 Implementation Community Progress Bond.

Ms. Nickole Rodriguez, Community and Human Development Director, introduced the item.

Ms. Apolonia Roldan, Urban Design Manager, presented a PowerPoint presentation (copy on file in the City Clerk's Office).

Mayor Johnson and Representatives Chávez, Niño, Fierro, and Limón commented.

Ms. Patricia Osmond, citizen, commented.

NO ACTION was taken on this item.

……

The Work Session was **RECESSED** at 12:23 p.m. for lunch.

The Work Session was **RECONVENED** at 1:31 p.m.

……

EXECUTIVE SESSION

Motion made by Representative Limón, seconded by Representative Boyar Trejo, and unanimously carried that the City Council **RETIRE** into **EXECUTIVE SESSION,** at 1:32 p.m. pursuant to Section 3.5A of the El Paso City Charter and the Texas Government Code, Sections 551.071 - 551.089 to discuss the following items:

Section 551.071 CONSULTATION WITH ATTORNEY

AYES: Representatives Chávez, Acevedo, Boyar Trejo, Niño, Fierro, Limón, and Canales
NAYS: None
NOT PRESENT FOR THE VOTE: Representative Maldonado-Rocha,

……

EX1. Anahi Chavez Villegas v. City of El Paso, John Kiseda, Joseph Montisano, and Tracy Chavarria; 2024DCV5383; (551.071)

Motion made by Mayor Pro Tempore Chávez, seconded by Representative Limón, and carried that the City Attorney's Office, in connection with the City Manager, be authorized to **REJECT** the settlement offer and participate in mediation in the matter *Anahi Chavez Villegas v. City of El Paso et. al*; Cause No.:2024DCV5383, and to take all steps necessary including the execution of any required documents in order to effectuate this authority.

AYES: Representatives Chávez, Boyar Trejo, Niño, Fierro, Limón, and Canales
NAYS: Representative Acevedo
ABSTAIN: Representative Maldonado-Rocha

……

EX2. Application of El Paso Electric Company to Change Rates - PUC#57568; HQ#UTILITY-60 (551.071)

NO ACTION was taken on this item.

……

EX3. Statement of Intent of Texas Gas Service Company, a Division of ONE Gas, Inc. to Increase Rates within the Company's Incorporated Areas of Central-Gulf, West North, and Rio Grande Valley Service Areas - OS-25-00028202; HQ#UTILITY-67 (551.071)

NO ACTION was taken on this item.

……

Motion made by Representative Limón, seconded by Representative Chávez, and unanimously carried to **ADJOURN** the meeting at 2:24 p.m.

AYES: Representatives Chávez, Acevedo, Maldonado-Rocha, Boyar Trejo, Niño, Fierro, Limón, and Canales
NAYS: None

……

APPROVED AS TO CONTENT:

_____
Laura D. Prine, City Clerk

File #: 26-0040, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.
No Title's, No emails. Please use ARIAL 10 Font.

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

REQUEST TO EXCUSE ABSENT CITY COUNCIL MEMBERS

File #: 25-1447, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.
No Title's, No emails. Please use ARIAL 10 Font.

Districts 1, 2, 3, 4, 6, 7, 8
Environmental Services Department, Nicholas Ybarra, (915) 212-6000

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

That the Solid Waste liens on the attachment posted with this agenda be approved (see Attachment A).

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

DEPARTMENT: Environmental Services Department

AGENDA DATE: 1/6/26

PUBLIC HEARING DATE:

CONTACT PERSON NAME: Nicholas Ybarra **PHONE NUMBER:** 915-212-6000

DISTRICT(S) AFFECTED: 1, 2, 3, 4, 6, 7, 8

STRATEGIC GOAL:

Goal 3 - Promote the Visual Image of El Paso

SUBGOAL:

SUBJECT:

That the Solid Waste liens on the attachment posted with this agenda be approved (see Attachment A).

BACKGROUND / DISCUSSION:

Placing solid waste liens on properties cleaned by the City of El Paso allows us to recoup the cost of cleaning citizen-owned property with City staff.

Costs are a summary of charges based on labor and equipment used. Below is a summary of potential charges - not all charges are applicable to every cleanup.

Administrative fee (mandatory) $25.00
Lead Solid Waste Service Worker (mandatory) $23.00/hour
Equipment Operator $20.00/hour/person
General Service Work $14.00/hour/person
Bobcat $19.00/hour each

COMMUNITY AND STAKEHOLDER OUTREACH:

City of El Paso Code Enforcement posts notices and sends letters to property owners prior to involvement of ESD.

PRIOR COUNCIL ACTION:

Routine item - similar items brought regularly for different addresses.

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)

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

DEPARTMENT HEAD: Nicholas N. Ybarra, P.E. Digitally signed by Nicholas N. Ybarra, P.E. Date: 2025.12.01 13:24:57 -07'00'

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, RODRIGUEZ ERIKA V M, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

> 957 Pecos River Dr, more particularly described as Lot 8, Block 1, Artcraft Estates Subdivision, City of El Paso, El Paso County, Texas, PID #A767-999-0010-0800

to be $344.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 24th day of October, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FORTY FOUR AND 00/100 DOLLARS ($344.00) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2026.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2026, by Renard U. Johnson, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, ALDEA GRACIELA M, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

> 8508 Mount Baldy Dr, more particularly described as Lot 453 (8453.12 Sq Ft), Block 19, Mountain View Subdivision, City of El Paso, El Paso County, Texas, PID #M815-999-0190-4900

to be $338.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 5th day of November, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED THIRTY EIGHT AND 00/100 DOLLARS ($338.00) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2026.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2026, by Renard U. Johnson, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, SCHMIDT JOHN H, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

> 8722 N Gateway Blvd, more particularly described as 5 DEL NORTE ACRES 53 FT OF W 130 FT OF 4 (6890 SQ FT), City of El Paso, El Paso County, Texas, PID #D361-999-0050-4400

to be $567.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 28th day of October, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FIVE HUNDRED SIXTY SEVEN AND 00/100 DOLLARS ($567.00) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2026.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2026, by Renard U. Johnson, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, CORRAL ALICIA V, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

> 9036 Matterhorn Dr, more particularly described as Lot 1729, Block 72, Mountain View Subdivision, City of El Paso, El Paso County, Texas, PID #M851-999-0720-3500

to be $761.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 13th day of June, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount SEVEN HUNDRED SIXTY ONE AND 00/100 DOLLARS ($761.00) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2026.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2026, by Renard U. Johnson, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, MINJAREZ FRANCISCO J, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

> 2313 Copper Ave, more particularly described as Lots 9 & 10 (6000 Sq Ft), Block 72, Highland Park Subdivision, City of El Paso, El Paso County, Texas, PID #H453-999-0720-2600

to be $441.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 9th day of January, 2025, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED FORTY ONE AND 00/100 DOLLARS ($441.00) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2026.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2026, by Renard U. Johnson, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, SAENZ CECILIA, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

> 7281 Plum Ave, more particularly described as Lot 9, Block 37, Cedar Grove Park Subdivision, City of El Paso, El Paso County, Texas, PID #C301-999-0370-4100

to be $499.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 8th day of July, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED NINETY NINE AND 00/100 DOLLARS ($499.00) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2026.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie P. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2026, by Renard U. Johnson, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, ORRANTIA MARIA R, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

> 7347 Mimosa Ave, more particularly described as Lot 9, Block 32, Cedar Grove Park Replat Subdivision, City of El Paso, El Paso County, Texas, PID #C301-999-0320-2500

to be $325.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 17th day of July, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED TWENTY FIVE AND 00/100 DOLLARS ($325.00) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2026.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2026, by Renard U. Johnson, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, FREEWAY EAST APARTMENTS LTD, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

> 7628 Wilcox Dr, more particularly described as Lot W 401.39 Ft Of 18 (40139 Sq Ft), Block 13, Ranchland Hills #4 Subdivision, City of El Paso, El Paso County, Texas, PID #R215-999-0130-8600

to be $498.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 28th day of June, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED NINETY EIGHT AND 00/100 DOLLARS ($498.00) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2026.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2026, by Renard U. Johnson, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, BEJADO JOEL P & MELISSA L, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

> 7304 Sachet Cliff Dr, more particularly described as Lot 38 (4809.00 Sq Ft), Block 22, Mesquite Hills #2 Subdivision, City of El Paso, El Paso County, Texas, PID #M395-999-0220-3800

to be $324.50, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 15th day of October, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED TWENTY FOUR AND 50/100 DOLLARS ($324.50) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2026.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2026, by Renard U. Johnson, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, WHITFORD TWILA C, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

> 11147 Sam Snead Dr, more particularly described as Lot 39 (6778.55 Sq Ft), Block 24, East Glen Subdivision, City of El Paso, El Paso County, Texas, PID #E054-999-0240-7700

to be $341.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 18th day of November, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FORTY ONE AND 00/100 DOLLARS ($341.00) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2026.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2026, by Renard U. Johnson, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, MEZA JESSICA P, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

> 11172 Cutty Sark Dr, more particularly described as Lot 20, Block 22, East Glen #2 Subdivision, City of El Paso, El Paso County, Texas, PID #E054-999-0220-3900

to be $325.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 21st day of November, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED TWENTY FIVE AND 00/100 DOLLARS ($325.00) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2026.

CITY OF EL PASO

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2026, by Renard U. Johnson, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, AT & T PROPERTY TAX DEPT, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

> 1 ESPER REPLAT A LOT 68 (1765.20 SQ FT), City of El Paso, El Paso County, Texas, PID #E933-999-0010-6800

to be $333.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 5th day of November, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED THIRTY THREE AND 00/100 DOLLARS ($333.00) to be a lien on the above described property, said amount being due and payable within ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2026.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2026, by Renard U. Johnson, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas

Notary's Printed or Typed Name:

_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, MONFA REALTY LLC, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

> 8921 Alameda Ave, more particularly described as 2 HOME IMPROVEMENT #1 LOTS 1 TO 7 & 24 TO 26 & INT IN ALLEY & OLD H/W & CLSD ST ADJ (28950.00 SQ FT) & 3 HOME IMPROVEMENT #1 PT OF 9 & 10 & CLSD ST ADJ (2390.00 SQ FT), City of El Paso, El Paso County, Texas, PID #H743-999-0020-0100

to be $330.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 13th day of May, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED THIRTY AND 00/100 DOLLARS ($330.00) to be a lien on the above described property, said amount being due and payable within ten (10)

days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2026.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2026, by Renard U. Johnson, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, ARAGON OFELIA M, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

> 9185 Tenango Dr, more particularly described as Lot 12, Block 13, Colonia Del Valle Subdivision, City of El Paso, El Paso County, Texas, PID #C732-999-0130-2300

to be $406.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 21st day of June, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED SIX AND 00/100 DOLLARS ($406.00) to be a lien on the above described property, said amount being due and payable within ten (10) days

from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2026.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2026, by Renard U. Johnson, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, ARELLANO ELISEO & JUANA L, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

> 9736 Staubach Dr, more particularly described as Lot 27 (6176.07 Sq Ft), Block 1, Prado Lindo Subdivision, City of El Paso, El Paso County, Texas, PID #P880-999-0010-2700

to be $344.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 7th day of May, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FORTY FOUR AND 00/100 DOLLARS ($344.00) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2026.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2026, by Renard U. Johnson, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, OLIVAS NICOLAS JR & HERLINDA ALVAREZ, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

> 8447 Hartford Dr, more particularly described as Lot 8 (6503 Sq Ft), Block 5, Enrique Franco #1 Subdivision, City of El Paso, El Paso County, Texas, PID #E880-999-0050-1500

to be $385.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 28th day of May, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED EIGHTY FIVE AND 00/100 DOLLARS ($385.00) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2026.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2026, by Renard U. Johnson, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, NORTH GOZA LLC, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

> 7 YSLETA TR3-A-3 (0.6250 AC) & TR 5-A-1 (6.3810 AC) (7.0060 AC), City of El Paso, El Paso County, Texas, PID #Y805-999-0070-0303

to be $647.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 7th day of June, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount SIX HUNDRED FORTY SEVEN AND 00/100 DOLLARS ($647.00) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2026.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2026, by Renard U. Johnson, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas

Notary's Printed or Typed Name:

_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, MACIAS MARCELINA, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

> 11712 Trey Burton Dr, more particularly described as 282, VISTA DEL SOL #577 SWLY PT OF 28 (7683 SQ FT), City of El Paso, El Paso County, Texas, PID #V893-999-2820-5500

to be $458.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 11th day of April, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED FIFTY EIGHT AND 00/100 DOLLARS ($458.00) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2026.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2026, by Renard U. Johnson, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, LLANO LEE TREVINO I LLC, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

> 1420 N Lee Trevino Dr, more particularly described as Lot Pt Of 1
> Beg 245.58 Ft S Of Nwc (Irreg On N-278.60 Ft on Ely-140.67 Ft
> On Sly-206.21 Ft on St), Block 159, Vista Del Sol 331 Subdivision,
> City of El Paso, El Paso County, Texas, PID #V893-999-1590-0400

to be $424.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 13th day of December, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FOUR HUNDRED TWENTY FOUR AND 00/100 DOLLARS ($424.00) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2026.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2026, by Renard U. Johnson, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, LOVI REAL ESTATE LLC, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

> 41 CHAPARRAL PARK #16 SW PT OF 12 (119.92 FT ON WLY 200.00 FT ON NLY-120.00 FT ON ELY-200.00 FT ON SLY), City of El Paso, El Paso County, Texas, PID #C340-999-0410-2325

to be $344.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 6th day of May, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED FORTY FOUR AND 00/100 DOLLARS ($344.00) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2026.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Leslie B. Jean-Pierre
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2026, by Renard U. Johnson, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas

Notary's Printed or Typed Name:

_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, SANCHEZ OSCAR, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

> 1923 E San Antonio Ave, more particularly described as Lots 27 & 28 (6000 Sq Ft), Block 20, Bassett Subdivision, City of El Paso, El Paso County, Texas, PID #B202-999-0200-7800

to be $534.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 30th day of October, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount FIVE HUNDRED THIRTY FOUR AND 00/100 DOLLARS ($534.00) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2026.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2026, by Renard U. Johnson, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, CINNAMONBAILEY 1715 LLC, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

> 2201 Montana Ave, more particularly described as Lots 1 & 2 & W 1/2 Of 3 (3281 Sq Ft), Block 21, Cotton Subdivision, City of El Paso, El Paso County, Texas, PID #C849-999-021A-0100

to be $373.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 10th day of December, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount THREE HUNDRED SEVENTY THREE AND 00/100 DOLLARS ($373.00) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2026.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2026, by Renard U. Johnson, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

RESOLUTION

WHEREAS, in accordance with Chapter 9.04 of the El Paso City Code, FRANKLIN ACQUISITIONS LLC, referred to as owner, regardless of number, of the hereinafter described property, was given notice that said property constituted a public nuisance due to the accumulation of trash, vegetation and weeds or other objectionable, unsightly or unsanitary matter in violation of Chapter 9.04 of the El Paso City Code; and the owner failed to comply with due notices. In accordance with El Paso City Code Chapter 9.04, the Environmental Services Department proceeded to clean and dispose of the trash, vegetation, weeds or other rubbish; and

WHEREAS, the Director of the Environmental Services Department has reported the cost of doing such work in the amount hereinafter set forth.

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

1. The City Council determines its reasonable expenses including administrative costs and the cost of removing the accumulated trash, vegetation and weeds or other rubbish located on the property known as:

> 2222 N Mesa St, more particularly described as Lots 11 To 13 (9516 Sq Ft), Block 164, Alexander Subdivision, City of El Paso, El Paso County, Texas, PID #A462-999-1640-6100

to be $853.00, in accordance with the El Paso City Code Section 9.04.880 and the Texas Health & Safety Code Section 342.007. The City Council finds that the work was completed on the 12th day of December, 2024, and approves the costs described herein.

2. The City Council, in accordance with Chapter 9.04 of the El Paso City Code, declares the above total amount EIGHT HUNDRED FIFTY THREE AND 00/100 DOLLARS ($853.00) to be a lien on the above described property, said amount being due and payable within

ten (10) days from the date of City Council approval, and thereafter bearing ten percent (10%) interest per annum.

3. The City Clerk is directed to give notice of the lien by filing a copy of this Resolution for record with the County Clerk.

4. All records of the City Clerk's office relating to the proceeding against the above described property are made a part of this Resolution by reference.

PASSED AND APPROVED this _____ day of _____, 2026.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Nicholas Ybarra, P.E., Director
Environmental Services Department

(ACKNOWLEDGEMENT ON FOLLOWING PAGE)

ACKNOWLEDGEMENT

STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this _____ day of _____, 2026, by Renard U. Johnson, as Mayor, of the City of El Paso.

_____
Notary Public, State of Texas
Notary's Printed or Typed Name:
_____

My Commission Expires:

_____

PREPARED IN THE OFFICE OF:

Office of the City Attorney
P.O Box 1890
El Paso, Texas 79950-1890

FOR PAY-OFF INFORMATION PLEASE CONTACT:

Environmental Services Department
7968 San Paulo
El Paso, Texas 79907
(915) 212-6000

ATTACHMENT A

SOLID WASTE LIENS

January 6, 2026

Address	Owner of Record	Amount	District
957 PECOS RIVER DR	RODRIGUEZ ERIKA V M	$344.00	1
8508 MOUNT BALDY DR	ALDEA GRACIELA M	$338.00	2
8722 N GATEWAY BLVD	SCHMIDT JOHN H	$567.00	2
9036 MATTERHORN DR	CORRAL ALICIA V	$761.00	2
2313 COPPER AVE	MINJAREZ FRANCISCO J	$441.00	2
7281 PLUM AVE	SAENZ CECILIA	$499.00	3
7347 MIMOSA AVE	ORRANTIA MARIA R	$325.00	3
7628 WILCOX DR	FREEWAY EAST APARTMENTS LTD	$498.00	3
7304 SACHET CLIFF DR	BEJADO JOEL P & MELISSA L	$324.50	4
11147 SAM SNEAD DR	WHITFORD TWILA C	$341.00	6
11172 CUTTY SARK DR	MEZA JESSICA P	$325.00	6
PID# E933-999-0010-6800	AT & T PROPERTY TAX DEPT	$333.00	6
8921 ALAMEDA AVE	MONFA REALTY LLC	$330.00	7
9185 TENANGO DR	ARAGON OFELIA M	$406.00	7
9736 STAUBACH DR	ARELLANO ELISEO & JUANA L	$344.00	7
8447 HARTFORD DR	OLIVAS NICOLAS JR & HERLINDA ALVAREZ	$385.00	7
PID# Y805-999-0070-0303	NORTH GOZA LLC	$647.00	7
11712 TREY BURTON DR	MACIAS MARCELINA	$458.00	7
1420 N LEE TREVINO DR	LLANO LEE TREVINO I LLC	$424.00	7
PID# C340-999-0410-2325	LOVI REAL ESTATE LLC	$344.00	8
1923 E SAN ANTONIO AVE	SANCHEZ OSCAR	$534.00	8
2201 MONTANA AVE	CINNAMONBAILEY 1715 LLC	$373.00	8
2222 N MESA ST	FRANKLIN ACQUISITIONS LLC	$853.00	8

File #: 26-0078, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.
No Title's, No emails. Please use ARIAL 10 Font.

Members of the City Council, Mayor Renard U. Johnson, (915) 212-0021

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

Mario D'Agostino to the El Paso County 911 District Board of Managers by Mayor Renard U. Johnson.

Board Appointment Form

City Clerk's Office

Appointing Office	Mayor Renard U. Johnson
Agenda Placement	Consent
Date of Council Meeting	01/06/26
Name of Board	El Paso County 911 District Board of Managers

Agenda Posting Language

Mario D'Agostino to the El Paso County 911 District Board of Managers by Mayor Renard U. Johnson.

Appointment Type	Regular

Member Qualifications

A person whose duties include the daily operations of the El Paso County 911 District Board of Managers.

Nominee Name	Mario D'Agostino
Nominee Email Address	[redacted]
Nominee Residential Address	[redacted] El Paso, TX [redacted]
Nominee Primary Phone Number	+[redacted]
Residing District	District 2
City Employed Relatives	N/A

Board Membership

Ex-Officio for the Red Cross

Real estate owned in El Paso County

N/A

Previous Appointee	Mario D'Agostino
Reason for Vacancy	Term Expired
Date of Appointment	01/06/26
Term Begins On	08/01/25
Term Expires On	07/31/27
Term	Second Term

Mario D'Agostino

Deputy City Manager



Native El Pasoan Mario D'Agostino, with more than 30 years of public service experience, is the Deputy City Manager of Public Safety and Support Services for the City of El Paso.

As a critical member of the City's executive leadership team, he has led the City's response to several community emergencies, including the August 3, 2019 mass shooting, the COVID-19 pandemic, and the migrant surges impacting the nation's southern border.

Mr. D'Agostino oversees more than half of the City's workforce, including Public Health, Police, Fire, Planning and Inspections, the Office of Emergency Management, the 911/311 Call Centers, Animal Services, Municipal Courts, and Code Enforcement. During his tenure as Deputy City Manager, he has earned numerous recognitions, including the Texas Emergency Management Leadership Award for 2021. Most

recently, he was awarded the Lucy G. Acosta Humanitarian of the Year Award through Project Amistad in 2023.

Before joining the City's executive leadership team, he served as a firefighter and rose through the ranks to Fire Chief. As Chief, he oversaw the department's fire and paramedic operations, grants program, finance section, and capital projects, including the implementation of its Capital Replacement Plan.

Mr. D'Agostino earned a Master of Business Administration with an emphasis on Public Administration from Columbia Southern University. His commitment to public service is based on his belief that excellence is a journey – not a destination. He is an Ex-Officio Board Member of the Red Cross and an active member of the Board of Directors for the El Paso 911 District.

File #: 26-0082, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.
No Title's, No emails. Please use ARIAL 10 Font.

Members of the City Council, Representative Cynthia Boyar Trejo, (915) 212-0004

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

Gina Lewis to the Veterans Advisory Committee by Representative Cynthia Boyar Trejo, District 4.

Board Appointment Form

City Clerk's Office

Appointing Office	Cynthia Boyar Trejo, District 4
Agenda Placement	Consent
Date of Council Meeting	01/06/26
Name of Board	Veterans Advisory Committee

Agenda Posting Language

Gina Lewis to the Veterans Advisory Committee by Representative Cynthia Boyar Trejo, District 4.

Appointment Type	Regular

Member Qualifications

With more than two decades of experience supporting the financial stability, advocacy needs, and overall well-being of military service members, Veterans, and their families, I bring a proven record of leadership, strategic partnership development, and community impact that aligns strongly with the mission and values of our community.

Nominee Name	Gina Lewis
Nominee Email Address	[redacted]
Nominee Residential Address	[redacted] El Paso Texas [redacted]
Nominee Primary Phone Number	+1 (915) [redacted]
Residing District	District 4
City Employed Relatives	N/A

Board Membership

N/A

Real estate owned in El Paso County

N/A

Previous Appointee	James H. Green Jr.
Reason for Vacancy	Resigned
Date of Appointment	01/06/26
Term Begins On	09/01/25
Term Expires On	08/31/27
Term	First Term

Gina Lewis

[redacted]

Dear Cynthia Boyar Trejo, District 4 City Representative:

I am writing to express my sincere interest in the Veterans Advisory Committee of the El Paso City Council. With more than two decades of experience supporting the financial stability, advocacy needs, and overall well-being of military service members, Veterans, and their families, I bring a proven record of leadership, strategic partnership development, and community impact that aligns strongly with the mission and values of our community.

Since 2004, I have dedicated my career to strengthening the financial well-being of military service members, Veterans, and their families through my work in the financial services industry. In my current role as the Director of Military & Veteran Affairs at GECU, I have cultivated strong, mission-focused partnerships with Fort Bliss and military-affiliated organizations including the Association of the United States Army (AUSA), the Alliance of Regional Military Support (ARMS) Committee, the Armed Services YMCA, the Defense Credit Union Council, the El Paso Chamber's Military Affairs Committee, Endeavors Health & Wellness Center, and the Elizabeth Dole Foundation, among others.

I recently completed my term as the AUSA Omar Bradley Chapter President in July 2025—the first female and Veteran spouse to hold this distinguished position—and continue to serve on the Chapter's Executive Committee, the AUSA National Advocacy Committee, the Armed Services YMCA Executive Committee, the Defense Credit Union Council Advocacy Committee, the El Paso Chamber Military Affairs Committee, and the Chamber's Government Relations Committee. Through these roles and my work at GECU, I lead strategic initiatives that elevate and advocate for the military and Veteran community at the local, state, and national level.

My professional experience has consistently centered on developing collaborative solutions, strengthening military-community partnerships, and delivering programs that support financial readiness, transition support, and overall quality of life for military families. As the proud spouse of a U.S. Army Veteran and Northeast resident, I bring both a personal and professional commitment to serving those who have served our nation.

I would welcome the opportunity to contribute my experience, passion, and strategic leadership to the Veterans Advisory Committee of the El Paso City Council. Thank you for your time and consideration. I look forward to the possibility of discussing how my background aligns with your team's goals and how I can help further your mission.

Sincerely,
Mrs. Gina Lewis

Gina Lewis

[redacted]

Objective

Dedicated military and Veteran affairs professional with over 20 years of experience in supporting the financial stability, advocacy, and overall well-being of military service members, Veterans, and their families. Passionate about furthering community impact and advocating for local veterans. Seeking the opportunity to contribute my leadership, strategic partnership development, and policy advocacy experience to the Veterans Advisory Committee of the City of El Paso to enhance the quality of life for Veterans and their families within the community.

Professional Summary

A results-driven leader with over 20 years of experience advocating for the financial stability, well-being, and success of military service members, Veterans, and their families. As the Director of Military & Veteran Affairs at GECU, I have forged strategic partnerships with key military-affiliated organizations and led initiatives to enhance financial readiness, transition support, and quality of life for military service members, Veterans, and their families. I bring a strong record of leadership, having served as the first female and Veteran spouse President of the AUSA Omar Bradley Chapter, and continue to advocate for military communities at the local, state, and national levels. I am a dedicated community advocate, committed to building collaborative solutions that strengthen military-community partnerships, with a focus on delivering programs that support military service members and Veterans. As the spouse of a U.S. Army Veteran, I offer both professional expertise and a personal commitment to the mission of supporting those who have served our nation.

Experience

DIRECTOR OF MILITARY & VETERAN AFFAIRS | GECU |1225 AIRWAY, EL PASO, TX 79925 |12.2014 – PRESENT

- Advocate for the Veteran, military service members and their families at local, state, and national levels through strategic partnerships and leadership roles in various committees.
- Lead initiatives that enhance financial stability and overall quality of life for military service members, Veterans, and their families.
- Develop and maintain mission-focused partnerships with Fort Bliss and local military-affiliated organizations such as AUSA, ARMS Committee, Armed Services YMCA, and others.
- Collaborate with key stakeholders to create financial readiness programs, transition support initiatives, and wellness services for Veteran and military community.
- Keen ability to multi-task in high-stress, deadline driven environment while managing concurrent strategic campaigns.
- Strong verbal and written communication skills.
- Control development and execution of communication plans that provides key deliverables to align with organizational goals and budgets.
- Leverage industry trends and competitive analysis to improve marketing campaigns successful performance.
- Instrumental role in developing new website.
- Maintain professionalism and efficiency while working closely with internal leadership and external dignitaries to include high-ranking military officials.

- Recommend, compose, launch creative communication strategies to promote specific sets of products and services.
- Subject matter expert that keeps compliance requirements chief priority.
- Create efficiencies to maintain a solution-focused environment.
- Measure marketing campaign success, optimizing for best performance and results.
- Develop, implement, and manage entire campaign strategies unaccompanied.
- Effectively market products and services to keep brand awareness preeminent.
- Event coordination that includes planning, executing and hosting event.

ASSISTANT BANKING CENTER MANAGER | ARMED FORCES BANK | 1720 MARSHALL RD, FORT BLISS, TX 79906 | 09.2004-12.2014

Proficient in all managerial duties to include training employees, mentoring, cross-selling, delivering expert customer service, teller transactions, opening deposit accounts, preparing loan applications, vault & teller balancing, and other duties as required.

- Balance vault and teller drawers with accuracy.
- Perform daily transactions to assist customer's needs to include, but not limited to, teller transactions, opening accounts, loan applications and change orders.
- Prepare and execute monthly financial branch reports to ensure branch remained in compliance.
- Train employees on key process to perform daily activities accurately and efficiently in a teamwork driven, cross-selling environment.
- Actively listen to customers to provide exceptional customer service.
- Obtained NMLS License.
- Task management.

ASSISTANT BRANCH MANAGER | FOOTACTION | 750 SUNLAND PARK MALL, EL PASO TX 79912|01.1999-07.2004

- Train employees on key processes to perform daily activities that included cross-selling techniques and inventory knowledge.
- Provide exceptional customer service through effective communication and active listening skills.
- Cash handling experience to include balancing cash registers during opening and closing procedures.
- Prepare inventory stock for annual audits.
- Encourage employees to increase item per customer (IPC) sales for overall store goals
- Maintain store and customer confidentiality in accordance with compliance requirements.
- 10-key proficient.

Professional Affiliations

- Association of the United States Army (AUSA) – Omar Bradley Chapter President (2023-2025), National Advocacy Committee Member and current Executive Committee Member.
- Armed Services YMCA – Executive Committee Member.
- Defense Credit Union Council – Advocacy Committee Member.
- El Paso Chamber – Military Affairs Committee & Government Relations Committee Member.

Awards and Recognition

- CUNA Diamond Award for “El Paso Locomotive” Debit Card Design – 2020.
- CUNA Desjardins Award for Adult Financial Education – Second Place – 2020.
- CUNA Diamond Award for “What’s Next for You?” Savings Account Campaign – 2019.
- CUNA Diamond Award for “We’re With You” Remote Services Campaign – 2019.
- Albuquerque Best of 30 Award for “ImagineU” Financial Education Campaign – 2018.
- CUNA Diamond Award for “ImagineU” Financial Education logo – 2018.

File #: 26-0018, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.
No Title's, No emails. Please use ARIAL 10 Font.

All Districts
Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-0043
Museum and Cultural Affairs, Benjamin E. Fyffe, (915) 212-1766

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.
Populate the table to maintain proper formatting. Copy and paste the agenda language in the designated area below. You may include more language after the table. Just made sure all posting language is populated between "TITLE" and "END".

Request that the Director of Purchasing & Strategic Sourcing be authorized to issue a Purchase Order(s) to increase contract 2022-0386 Janitorial Services, for El Paso Museums - MCAD to Ace Government Services, LLC. This change order will increase referenced contract by $296,925.00 for a total estimated amount not to exceed $1,484,625.00. This change order is to include janitorial services to this contract for the Mexican American Cultural Center until the expiration of this contract on October 30, 2027.

Department:	Museum and Cultural Affairs
Award to:	Ace Government Services, LLC
City & State:	El Paso, TX
Current Contract Estimated Award:	$1,187,700.00
Change Order Amount:	$ 296,925.00
Total Estimated Award	$1,484,625.00
Account(s)	454-1000-54000-522060
Funding Source(s):	General Fund
District(s):	All

This was a Best Value Bid Award - unit price contract.

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

DEPARTMENT: Museum and Cultural Affairs
Purchasing & Strategic Sourcing
AGENDA DATE: 1/6/2026
PUBLIC HEARING DATE: Not applicable
CONTACT PERSON NAME: Benjamin E. Fyffe, Managing Director **PHONE NUMBER:** (915) 212-1766

Claudia A. Garcia, Director **PHONE NUMBER:** (915) 212-0043
DISTRICT(S) AFFECTED: All

SUBJECT:
Request that the Director of the Purchasing & Strategic Sourcing be authorized to issue Purchase Orders(s) To increase contract 2022-0386 Janitorial Services for El Paso Museums - MCAD to Ace Government Services, LLC. This change order will increase referenced contract by $296,925.00 for a total amount not to exceed $1,484,625.00

BACKGROUND / DISCUSSION:
This change order is to include janitorial services to this contract for the Mexican American Cultural Center until the expiration of this contract in October 30, 2027.

COMMUNITY AND STAKEHOLDER OUTREACH:
Not Applicable

SELECTION SUMMARY:
Not Applicable

CONTRACT VARIANCE:
Not Applicable

PROTEST
Not Applicable

PRIOR COUNCIL ACTION:
On September 13, 2022 City Council approved the award of Contract No. 2022-0386 Janitorial Services for El Paso Museums to Ace Government Services, LLC. for an initial term of three (3) years and two (2) year option to extend the contract for a total amount of $1,187,700.00.

AMOUNT AND SOURCE OF FUNDING:
Amount: $296,925.00
Funding Source: General Funds
Account: 454-1000-54000- 522060
532-1000-31040-522060-P3120

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:
Report any contributions or donations to City Council of an accumulated total of $500 or more. Report the name of the elected official and the amount.

NAME	AMOUNT ($)
Form was provided to the applicant	N/A

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

DEPARTMENT HEAD:



Benjamin E. Fyffe, Managing Director of Museum and Cultural Affairs



Claudia A. Garcia – Director of Purchasing & Strategic Souring

Project Form
Change Order

**********Posting Language Below **********

Please place the following item on the Consent Agenda for the City Council Meeting of January 6, 2026.

Award Summary:

The request that the Director of Purchasing & Strategic Sourcing be authorized to issue a Purchase Order(s) to increase contract 2022-0386 Janitorial Services for El Paso Museums – MCAD to Ace Government Services, LLC. This change order will increase referenced contract by $296,925.00 for a total estimated amount not to exceed $1,484,625.00. This change order is to include janitorial services to this contract for the Mexican American Cultural Center until the expiration of this contract in October 30, 2027.

Department:	Museum and Cultural Affairs
Award to:	Ace Government Services, LLC
City & State:	El Paso, TX
Current Contract Estimated Award:	$1,187,700.00
Change Order Amount:	$ 296,925.00
Total Estimated Award	$1,484,625.00
Account(s)	454-1000-54000-522060
Funding Source(s):	General Funds
District(s):	All

This was a Best value Bid Award – unit price contract

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with Title 2, Chapter 2.92, Section 2.92.080

Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.**

Definitions:

"Contribution"	A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit.
"Contributor"	A person making a contribution, including the contributor's spouse.
"Donation"	Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.
"Donor"	An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
"Benefiting"	Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of $500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

Contributor / Donor Information:

Full Name	Steven Chapel
Business Name	Ace Government Services, LLC
Agenda Item Type	2022-0386 Janitorial Services For El Paso Museums
Relevant Department	Museum & Cultural Affairs Department

Disclosure Affirmation: Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of $500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.

☑ I have **NOT** made campaign contributions or donations totaling an aggregate of $500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

OR

☐ I have made campaign contributions or donations totaling an aggregate of $500 or more to the following City Council member(s) during their campaign(s) or term(s) of City office:

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT ($)
Mayor		
District 1		
District 2		
District 3		
District 4		
District 5		
District 6		
District 7		
District 8		

Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, **I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.**

Signature: _____ Date: 11/21/2025

File #: 26-0021, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.
No Title's, No emails. Please use ARIAL 10 Font.

All Districts
Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-0043
Animal Services, Michael D. Wachsmann, (915) 212-5449

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.
Populate the table to maintain proper formatting. Copy and paste the agenda language in the designated area below. You may include more language after the table. Just made sure all posting language is populated between "TITLE" and "END".

Request that the Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Orders(s) to increase contract 2023-0623 Animal Narcotics to Midwest Veterinary Supply, Inc. This change order will increase referenced contract by $88,019.99 for a total estimated amount not to exceed $470,148.71. This change order will increase the capacity of the contract to cover the department expenses through its expiration on November 6, 2026.

Department:	Animal Services
Award to:	Midwest Veterinary Supply, Inc.
City & State:	El Paso, TX
Current Contract Estimated Award:	$382,128.72
Change Order Amount:	$ 88,019.99
Total Estimated Award	$470,148.71
Account(s)	225-2580-25120-531120
Funding Source(s):	General Fund
District(s):	All

This was a Change Order - Services Contract.

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

DEPARTMENT: Animal Services
Purchasing & Strategic Sourcing
AGENDA DATE: 1/6/2026
PUBLIC HEARING DATE: Not applicable
CONTACT PERSON NAME: Michael D. Wachsmann, Interim Director **PHONE NUMBER:** (915) 212-5449
Claudia A. Garcia, Director **PHONE NUMBER:** (915) 212-0043
DISTRICT(S) AFFECTED: All

SUBJECT:
The request that the Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Orders(s) to increase contract 2023-0623 Animal Narcotics to Midwest Veterinary Supply, Inc. This change order will increase referenced contract by $88,019.99 for a total estimated amount not to exceed $470,148.71.

BACKGROUND / DISCUSSION:
This change order will increase the capacity of the contract to cover the department expenses through its expiration on November 6, 2026.

COMMUNITY AND STAKEHOLDER OUTREACH:
Not Applicable

SELECTION SUMMARY:
Not Applicable

CONTRACT VARIANCE:
Not Applicable

PROTEST
Not Applicable

PRIOR COUNCIL ACTION:
On November 7, 2023 City Council approved the award of Contract No. 2023-0623 Animal Narcotics to Midwest Veterinary Supply, Inc., for a term of three (3) years for an estimated total amount of $376,118.97.

AMOUNT AND SOURCE OF FUNDING:
Amount: $88,019.99
Funding Source: General Funds
Account: 225-2580-25120-531120

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:
Report any contributions or donations to City Council of an accumulated total of $500 or more. Report the name of the elected official and the amount.

NAME	AMOUNT ($)
Form was provided to the applicant	N/A

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

DEPARTMENT HEAD:

Michael Wachsmann

Michael Wachsmann, Interim Director

Claudia A. Garcia – Director of Purchasing & Strategic Souring

Project Form
Change Order

**********Posting Language Below **********

Please place the following item on the Consent Agenda for the City Council Meeting of January 6, 2026.

Award Summary:

The request that the Director of Purchasing & Strategic Sourcing be authorized to issue Purchase Orders(s) to increase contract 2023-0623 Animal Narcotics to Midwest Veterinary Supply, Inc. This change order will increase referenced contract by $88,019.99 for a total estimated amount not to exceed $470,148.71. This change order will increase the capacity of the contract to cover the department expenses through its expiration on November 6, 2026.

Department:	Animal Services
Award to:	Midwest Veterinary Supply, Inc.
City & State:	El Paso, TX
Current Contract Estimated Award:	$382,128.72
Change Order Amount:	$ 88,019.99
Total Estimated Award	$470,148.71
Account(s)	225-2580-25120-531120
Funding Source(s):	General Funds
District(s):	All

This was a Change Order – Services Contract.

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with Title 2, Chapter 2.92, Section 2.92.080

Introduction:

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Definitions:

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"Contributor"	A person making a contribution, including the contributor's spouse.
"Donation"	Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.
"Donor"	An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
"Benefiting"	Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of $500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

Contributor / Donor Information:

Full Name	Colleen Sachse
Business Name	Midwest Veterinary Supply, Inc.
Agenda Item Type	2023-0623 Animal Narcotics
Relevant Department	Animal Services

Disclosure Affirmation: Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of $500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.

☑ I have **NOT** made campaign contributions or donations totaling an aggregate of $500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

OR

☐ I have made campaign contributions or donations totaling an aggregate of $500 or more to the following City Council member(s) during their campaign(s) or term(s) of City office:

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT ($)
Mayor		
District 1		
District 2		
District 3		
District 4		
District 5		
District 6		
District 7		
District 8		

Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, **I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.**

Signature: Colleen Sachse Digitally signed by Colleen Sachse Date: 2025.11.25 10:28:03 -06'00' Date: 11/25/2025

File #: 26-0028, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.
No Title's, No emails. Please use ARIAL 10 Font.

District 7
Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-0043
Capital Improvement Department, Yvette Hernandez, (915) 212-1783

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.
Populate the table to maintain proper formatting. Copy and paste the agenda language in the designated area below. You may include more language after the table. Just made sure all posting language is populated between "TITLE" and "END".

Request that the City Manager is authorized to execute the Design-Build documents considered to be the agreement between the City of El Paso and Black Stallion Contractor Inc. for the Solicitation known as 2025-0282R All Abilities Playground in an initial amount of $465,733.24 for work prior to the execution of the Design-Build Amendment; and that the City Engineer is authorized to approve additional preconstruction services in the amount of $50,000.00 if the services are necessary for the proper execution of the project.

Department:	Capital Improvement
Award to:	Black Stallion Contractors, Inc.
City & State:	El Paso, TX
Item(s):	Pre-Construction Services
Total Estimated Award:	$465,733.24
Account(s):	190-4825-29120-522270-PCP23PRKALLABLT
Funding Source(s):	Community Progress Bond Proposition B
District(s):	7

This was a Design-Build Procurement - Service Contract.

The Purchasing & Strategic Sourcing and Capital Improvement Departments recommend award as indicated to Black Stallion Contractors, Inc. the Design-build team offering the best value on the basis of the published selection criteria and on its ranking evaluations.

It is requested that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of this award.

As a part of this award, upon the review of the City Attorney, the City Engineer may without further authorization from City Council approve contract changes which are necessary for proper execution of the work and carrying out the intent of the project, which are in accordance with applicable law, do not make changes to the prices and are within the appropriate budget.

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

DEPARTMENT: Capital Improvement Department
Purchasing & Strategic Sourcing
AGENDA DATE: January 6, 2026
PUBLIC HEARING DATE: N/A
CONTACT PERSON NAME: Yvette Hernandez, Deputy City Manager **PHONE NUMBER:** (915) 212-1783
Claudia A. Garcia, Director **PHONE NUMBER:** (915) 212-0043
DISTRICT(S) AFFECTED: 7

SUBJECT:
Request that City Manager is authorized to execute the Design-Build documents considered to be the agreement between the City of El Paso and Black Stallion Contractor Inc. for the solicitation known as 2025-0282R All Abilities Playground in an initial amount of $465,733.24 for work prior to the execution of the Design-Build Amendment; and that the City Engineer is authorized to approve additional preconstruction services in the amount of $50,000.00 if the services are necessary for the proper execution of the project

BACKGROUND / DISCUSSION:

In November 2022, the voters in El Paso demonstrated their commitment to enhancing the quality of life within the community by approving the Community Progress Bond Proposition B. This proposition focused on developing and improving parks and recreational facilities within our city. A key component of Proposition B was the establishment of a new, regional, community All-Abilities Playground.

The vision for the All-Abilities Playground is to create an inclusive space where children of all abilities can play, learn, and grow together. This project will foster community inclusivity, promoting physical activity, social interaction, and sensory engagement through designed-themed play equipment, landscaping, and site improvements.

The project involves the programming, design, and construction of the City of El Paso's Regional Themed All-Abilities Playground. The playground will be located at 715 Lomita Dr. El Paso, TX 79907, within the existing Lomaland Park, the area identified for the project is 4.8 ACRES (209,088 SF) adjacent to Sylvia A. Carreon Community Center.

The scope of services and work will include but are not limited to an in-depth site assessment at the proposed location, planning, development, the complete design, engineering, permitting and construction necessary for the successful development of the project. Project work shall include, but not limited to, site work preparation, environmental commitments, themed-playground amenities and foundations, welcoming center area that can host additional programming and events to include all-inclusive restrooms, irrigation and landscaping, utility relocation, signage, wayfinding, parking lots, lighting, pedestrian improvements and any

COMMUNITY AND STAKEHOLDER OUTREACH:
A pre-bid meeting was held on March 5, 2025. eight (8) suppliers were in attendance.

SELECTION SUMMARY:
Solicitation was advertised on February 25, 2025 and March 04, 2025. The solicitation was posted on City website on February 25, 2025. There were a total eighty-one (81) viewers online; three (3) proposals were received; two from local suppliers.

CONTRACT VARIANCE:
N/A

PROTEST
No protest was received for this requirement.

PRIOR COUNCIL ACTION:
N/A

AMOUNT AND SOURCE OF FUNDING:
Amount: $465,733.24
Funding Sources: Community Progress Bond proposition B
Accounts: 190-4825-29120-522270-PCP23PRKALLABLT

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:
Report any contributions or donations to City Council of an accumulated total of $500 or more. Report the name of the elected official and the amount.

NAME	AMOUNT ($)
Form was provided to the applicant	

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

DEPARTMENT HEAD:

Yvette Hernandez

Yvette Hernandez, Deputy City Manager

Claudia A. Garcia – Director of Purchasing & Strategic Souring

Project Form
Design-Build

**********Posting Language Below **********

Please place the following item on the Consent Agenda for the City Council of January 6, 2026.

Award Summary:
Request that City Manager is authorized to execute the Design-Build documents considered to be the agreement between the City of El Paso and Black Stallion Contractor Inc. for the solicitation known as 2025-0282R All Abilities Playground in an initial amount of $465,733.24 for work prior to the execution of the Design-Build Amendment; and that the City Engineer is authorized to approve additional preconstruction services in the amount of $50,000.00 if the services are necessary for the proper execution of the project.

Department:	Capital Improvement
Award to:	Black Stallion Contractors, Inc.
City & State:	El Paso, TX
Item(s):	Pre-Construction Services
Total Estimated Award:	$465,733.24
Account(s):	190-4825-29120-522270-PCP23PRKALLABLT
Funding Source(s):	Community Progress Bond proposition B
District(s):	7

This was a Design-Build Procurement – Service Contract

The Purchasing & Strategic Sourcing and Capital Improvement Departments recommend award as indicated to Black Stallion Contractors, Inc. The Desing-build team offering the best value on the basis of the published selection criteria and on its ranking evaluations.

It is requested that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of this award.

As a part of this award, upon the review of the City Attorney, the City Engineer may without further authorization from City Council approve contract changes which are necessary for proper execution of the work and carrying out the intent of the project, which are in accordance with applicable law, do not make changes to the prices and are within the appropriate budget.

Rater | Scoresheet

Desing-Build Request for Qualifications

PROJECT: 2025-0282R All Abilities Playground

	MAX POINTS	Allen Concrete, LLC	Black Stallion Contractors, Inc	Webuildfun, Inc.
Factor A - Project Team				
Subtotal Factor A	20	14.60	16.10	5.58
Factor B - Comparable Design Experience				
Subtotal Factor B	40	21.16	28.79	7.05
Factor C - Comparable Construction Experience				
Subtotal Factor C	30	18.85	23.32	3.23
Factor D - Project Delivery Approach				
Subtotal Factor D	10	7.50	8.70	1.40
TOTAL SCORE	100	62.10	76.91	17.26
Rank				

CITY OF EL PASO
REQUEST FOR QUALIFCATIONS TABULATION FORM

Bid Opening Date: March 26, 2025 **Solicitation #: 2025-0282R**

Project Name: All Abilities Playground **Department: Capital Improvemement**

OFFERORS NAME:	LOCATION:	AMENDMENT(S) ACKNOWLEDGED:
Allen Concrete, LLC	El Paso, TX	YES
Black Stallion Contractors, Inc.	El Paso, TX	YES
Webuildfun, Inc.	Allen, TX	YES

RFQs SOLICITED: 1,306 LOCAL RFQs SOLICITED: 514 RFQs RECEIVED: 3 LOCAL RFQs RECEIVED: 2 NO BIDS: 3

NOTE: The information contained in this RFQ tabulation is for information only and does not constitute actual award/execution of contract.

Approved:____/S/_____

Date: 4/14/2025____

2025-0282R All Abilities Playground

Views List

No.	Participant Name	City	State
1	Black Stallion Contractors, Inc.	El Paso	TX
2	Allen Concrete, LLC	El Paso	TX
3	webuildfun	Allen	TX
4	ChemGiant llc	Anthony, TX	TX
5	Zeraus Iluminacion	El Paso	TX
6	CONSTRUCTION SOLUTION USA LLC	CARROLLTON	TX
7	2H LLC	Horizon City	TX
8	915 Maintenance and Contracting (Bustillos & Rojero Enterprises LLC)	El Paso	TX
9	AAA General Contractors, LLC	El Paso	TX
10	AAORSI	Dayton	OH
11	Access Communications Group, LLC	El Paso	TX
12	ACO Remodeling & Construction, Inc.	El Paso	TX
13	AeroFrohne	Corpus Christi	TX
14	Amtek USA, Austin	Houston	TX
15	Aztec Contractors Inc	EL PASO	TX
16	Bath Group, LLC	Corpus Christi	TX
17	Burman Construction, LLC	El Paso	TX
18	CEA Group (CEA Engineering Group, Inc.)	El Paso	TX
19	Chale Architecture, PLLC	El Paso, Texas	TX
20	CIJ General Contractor	El Paso	TX
21	CONSOR Engineers, LLC	Houston	TX
22	ConstructConnect	Cincinnati	OH
23	Construction Reporter	Albuquerque	NM
24	Continental Adjusters LLC	Dallas	TX
25	Countryman & Co. Architecture	El Paso	TX
26	CSA Constructors (Karlsruher, Inc.)	El Paso	TX
27	Dantex General Contractors	El Paso	TX
28	DDM Corporation LLc	el paso	TX
29	Dekker Perich Sabatini	El Paso	TX
30	Dig Studio	Phoenix	AZ
31	Dodge Data & Analytics	Hamilton	NJ
32	Done Right Handyman Service LLC	El Paso	TX
33	ECOREACH, INC.	El Paso	TX
34	EGL Construction, Inc	El Paso	TX
35	EL PASO JAG INC.	EL Paso	TX
36	Elias Concrete Construction LLC	El Paso	TX
37	EP&O USA LLC	El Paso	TX
38	FOX CONSTRUCTOR LLC	El Paso	TX
39	G.R.A.C.E. Construction	El Paso	TX
40	Gracen Engineering & Construction, Inc.	El Paso	TX
41	Halff Associates, Inc.	Richardson	TX
42	Hawk Construction	El Paso	TX
43	J Carrizal General Constructio	El Paso	TX
44	JAN Construction (Jose Luis Medina Sr.)	EL PASO	TX
45	Jaynes Corporation of Texas	El Paso	TX
46	Jobe Materials	El Paso	TX
47	Jurado Construction llc	EL PASO	TX
48	Keystone Contractors and Engineers (Keystone GC, LLC.)	El Paso	TX
49	Kimley-Horn and Associates, Inc.	Dallas	TX

No.	Participant Name	CITY	State
50	Lakeshore Learning Materials, LLC	Carson	CA
51	Lea Park & Play, Inc.	Richardson	TX
52	Madrigal Holdings LLC	El Paso	TX
53	Martinez Bros. Contractors, LLC	El Paso	TX
54	Mean Clean LLC	El Paso	TX
55	Mend Collaborative Inc.	Minneapolis	MN
56	MIG, Inc.	Berkeley	CA
57	Mirador Enterprises, Inc. (Mirador Enterprises)	EL PASO	TX
58	MNK Architects	El Paso	TX
59	Moreno Cardenas Inc.	El Paso	TX
60	National Contracting	El Paso	TX
61	North America Procurement Council Inc., PBC	Grand Junction	CO
62	NURAAMI, LLC	El Paso	TX
62	Optimized Welding Services, LLC	El Paso	TX
63	Parkhill (Parkhill, Smith & Cooper, Inc. dba Parkhill)	El Paso	TX
64	Pland Collaborative (Morrow Reardon Wilkinson Miller, Ltd Landscape Architects)	Albuquerque	NM
65	Pride General Contractors, LLC	El Paso	TX
66	PS Commercial Play LLC, dba Play and Park Structures (Playcore Group, Inc & Subsidiaries)	Chattanooga	TN
67	RBM Engineering, Inc.	El Paso	TX
68	Rexcel Coatings Corporation	El Paso	TX
69	Riverbend Development Company (RioBend Development Company LLC dba Riverbend Development Company)	El Paso	TX
70	Sites Southwest, LLC	El Paso	TX
71	The Dry Land Landscape Architecture, LLC	El Paso	TX
72	The PlanIt Room	El Paso	TX
73	TIGUA CONSTRUCTION SERVICES (Tigua Enterprises, Inc.)	El Paso	TX
74	TriSum Saunas, LLC (TRISUM SAUNAS LLC)	El Paso	TX
75	Veliz Construction (Veliz Company LLC)	El Paso	TX
76	Vertex Contractors, LLC.	San Elizario	TX
77	Virtual Builders Exchange	San Antonio	TX
78	Walker Systems78 LLC	Horizon City	TX
79	Weeks Roofing Company	El Paso	TX
80	Ximalli Security Solutions	El Paso	TX
81	ZTEX Construction, Inc.	El Paso	TX

REVISED
2:00 pm, Dec 15, 2025

RESOLUTION

WHEREAS, on July 20, 2004, the City Council adopted a resolution approving the use of design-build as an alternative procurement method for construction projects, as permitted by Section 271.113 of the Texas Local Government Code (now Section 2269 of the Texas Government Code); and

WHEREAS, on April 17, 2018 the City Council approved a resolution amending the delegation of authority from the City Engineer to the Director of Purchasing & Strategic Sourcing ("Director") to determine which alternative construction project delivery method provides the best value for the City before advertising; and

WHEREAS, the Director considered the following criteria as a minimum basis for determining the circumstances under which the Design-build method for facilities is appropriate for the All-Abilities Playground project:

(1) the extent to which the City can adequately define the project requirements;

(2) the time constraints for the delivery of the project;

(3) the ability to ensure that a competitive procurement can be held; and

(4) the capability of the City to manage and oversee the project, including the availability of experienced personnel or outside consultants who are familiar with the design-build method of project delivery.

WHEREAS, the Director determined that the design-build method for facilities project for the All-Abilities Playground project is appropriate and provides the best value to the City; and

WHEREAS, the City of El Paso ("City") issued a Request for Qualifications as part of the design-build project delivery method for facilities projects through solicitation All Abilities Playground 2025-0282R ("Project"); and

WHEREAS, the City desires to select, Black Stallion Contractors, Inc a Texas Limited Liability Corporation ("Design-Builder"), as the Design-build firm for the Project after the evaluation of proposal submitted by Design-Builder, on the basis of the published selection criteria and additional information request on the ranking evaluations; and

WHEREAS, the City negotiated a contract with Design-Builder and desires to enter into a contract for the All-Abilities Playground 2025-0282R with Design-Builder; and

WHEREAS, the initial contract award will commence the work prior to the execution of the design-build amendment and the parties understand that an amendment to establish the Guaranteed Maximum Price for the project will be subject to City Council approval.

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

1. **THAT** the City Manager is authorized to execute the Design-Build documents considered to be the agreement ("Contract") between the City of El Paso and Design-Builder, for the project known as the All Abilities Playground 2025-0282R in an initial amount of four hundred sixty-five thousand seven hundred thirty-three and 24/100 dollars ($465,733.24) for work prior to the execution of the Design-Build Amendment; and that the City Engineer is authorized to approve additional preconstruction services in the amount of $50,000.00 if the services are necessary for the proper execution of the project.

APPROVED this _____day of _____, 2026.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Jesus A. Quintanilla
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Yvette Hernandez., City Engineer
Capital Improvement Department

APPROVED AS TO CONTENT:

_____
Claudia A. Garcia, Director Purchasing & Strategic Sourcing Dept.

REVISED
5:16 pm, Dec 15, 2025

STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND DESIGN-BUILDER

This Agreement is made and entered into as of the _____ day of _____, 2026 by and between the:

"**Owner**"
The City of El Paso
300 N. Campbell
El Paso, Texas 79901
915.212.0000 t

and

"**Design-Builder**"

Black Stallion Contractors, Inc.

for the following Project:
Regional All Abilities Playground

ARTICLE 1 - GENERAL PROVISIONS

1.01 *Owner's Criteria:*

A. This Agreement is based on the Owner's Criteria set forth in this Section 1.01.

B. *The Owner's program for the Project:*

- *bridging document, Design/Construction services package*

C. *The Owner's design requirements for the Project and related documentation*: The scope of services and work will include the planning, development, design, engineering, agency review, permitting, estimating, and construction of the all abilities playground, site work, facilities, and associated infrastructure, parking, and related improvements for the Project, including but not limited to all architect, engineering, construction, and other services necessary for the successful development, execution and completion of the Project. The Design Build Team shall perform all services and work necessary to complete and deliver the Turn-Key Project in accordance with the terms of the Design Criteria Package and related documentation.

D. *The Project's physical characteristics*
To the extent available, the Owner has provided Design-Builder as builds of existing Lomaland Park, and other survey data in its possession for information purposes only. Design-Builder shall be required to retain its own geotechnical firm to perform geotechnical analysis and all other applicable surveys such as registered professional land surveyor to generate any data that the design-Builder will required for the performance of its work. Furthermore, the Design-Builder shall perform the platting of the project's location including the surveys, application and process required. Costs for such consultants may be included and clearly identified in the Cost of the Work as described herein.

E. Incentive programs the Owner intends to pursue for the Project, including those related to the Sustainable Objective, and any deadlines for receiving the incentives that are dependent on, or related to, the Design-Builder's services, are as follows:

F. The Owner's budget for the Work to be provided by the Design-Builder is $8,000,000.

G. The Owner's design and construction milestone dates:

1. Design Phase milestone dates:	
Evaluation of Owner's criteria	10 Calendar Days
Schematic Design	110 Calendar Days at which time a final GMP will be negotiated between the Design-Build Team and the City
2. Submission of Design-Builder Proposal and GMP	Date will be determined after issuance of NTP
3. Design-Build Amendment	TBD
4. Construction Phase NTP	TBD
5. Substantial Completion and Certificate of Occupancy date	TBD
6. Final Completion	

H. The Owner requires the Design-Builder to retain the following; Architect, Consultants and Contractors at the Design-Builder's cost:

1. Architect: Landscape Architect, Architect

2. Consultants: Civil Engineer, Electrical Engineer, Mechanical/Plumbing Engineer, Registered Engineer, and Surveyor, ADA Specialist, Structural Engineer, Early Childhood Development Specialist, All Inclusive Playground Equipment Specialist, Local Artist Consultant, Signage and Wayfinding Specialist, Licensed Irrigator and all necessary consultants to fulfill the SOW of the project.

3. Contractors: Site work, electrical, mechanical/plumbing, structural, Special systems, specialties, concrete, masonry, wood, thermal and moisture protection, openings, equipment, FFE, Fire suppression if applicable, utilities, Playground equipment supplier, landscaping, and all necessary contractors to comply with SOW.

I. Additional Owner's Criteria upon which the Agreement is based:
1. Design/Build- Design/Construction services package and bridging documents.

J. The Design-Builder shall confirm that the information included in the Owner's Criteria complies with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities.

K. If the Owner's Criteria conflicts with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall notify the Owner of the conflict.

L. If there is a change in the Owner's Criteria, the Owner and the Design-Builder shall execute a Modification in accordance with Article 6.

M. If the Owner and Design-Builder intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

1.02 *Project Team*

A. The Owner identifies the following representative in accordance with this agreement:
City Engineer or Designee

B. The persons or entities, in addition to the Owner's representative, who are required to review the Design-Builder's Submittals are as follows:
City Engineer or Designee

C. The Owner will retain the following consultants and separate contractors:
1. Consultant
2. Contractor

D. The Design-Builder identifies the following representative in accordance with this agreement:
TBD

E. Neither the Owner's nor the Design-Builder's representative shall be changed without ten days' written notice to the other party. The Design-Builder's representative may be replaced only with Owner's approval, but such approval shall not be unreasonably withheld, delayed or conditioned.

1.03 *Binding Dispute Resolution*
Disputes will be resolved in accordance with the General Conditions.

1.04 *Prevailing Wage Rates*
Design-Builder and any subcontractor shall pay not less than the general prevailing wage rates contained herein in Exhibit 4, to all laborers, workmen and mechanics employed by them in the execution of this contract in accordance with Section 7.02 of the General Conditions.

1.05 *Apprenticeship Program*

Construction Manager and any subcontractor shall also comply with the Owner's Apprenticeship Program attached and incorporated to this Agreement herein in Exhibit 5.

1.06 *Definitions*

Unless otherwise stated in this Section, the Terms used in this Agreement will have the meanings indicated in the General Conditions.

A. *Design-Build Documents*

The Design-Build Documents consist of this Agreement between Owner and Design-Builder and its attached Exhibits (hereinafter, the "Agreement"); the General Conditions; Design/Build Design/Construction services package , bridging document, and other documents listed in this Agreement; and Modifications issued after execution of this Agreement. A Modification is (1) a written amendment to the Contract signed by both parties, including (2)a Change Directive.

B. *The Contract*

The Design-Build Documents form the Contract. The Contract represents the entire and integrated agreement between the parties and supersedes prior negotiations, representations or agreements, either written or oral. The Contract may be amended or modified only by a Modification. The Design-Build Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Design-Builder.

C. *The Work*

The term "Work" means the design, construction and related services required to fulfill the Design-Builder's obligations under the Design-Build Documents, whether completed or partially completed, and includes all labor, materials, equipment and services provided or to be provided by the Design-Builder. The Work may constitute the whole or a part of the Project.

D. *The Project*

The Project is the total design and construction of which the Work performed under the Design-Build Documents may be the whole or a part, and may include design and construction by the Owner and by separate contractors.

E. *Instruments of Service*

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Design-Builder, Contractor(s), Architect, and Consultant(s) under their respective agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, digital models and other similar materials.

F. *Submittals*

A Submittal is any submission to the Owner for review and approval demonstrating how the Design-Builder proposes to conform to the Design-Build Documents for those portions of the Work for which the Design-Build Documents require Submittals. Submittals include, but are not limited to, shop drawings, product data, and samples. Submittals are not Design-Build Documents unless incorporated into a Modification.

G. *Cost Effective Schedule*

A construction schedule developed by the prime contractor which takes into account coordination with suppliers/vendors and subcontractors. The cost-effective schedule will serve as a tool to identify issues with delivery dates, availability of special equipment, materials, and manpower in order to mitigate cost and time growth.

H. *Owner*

The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term "Owner" means the Owner or the Owner's authorized representative.

I. *Design-Builder*

The Design-Builder is the person or entity identified as such in the Agreement and is referred to throughout the Design-Build Documents as if singular in number. The term "Design-Builder" means the Design-Builder or the Design-Builder's authorized representative.

J. *Consultant*

A Consultant is a person or entity providing professional services for the Design-Builder for all or a portion of the Work, and is referred to throughout the Design-Build Documents as if singular in number. To the extent required by the relevant jurisdiction, the Consultant shall be lawfully licensed to provide the required professional services.

K. *Architect*

The Architect is a person or entity providing design services for the Design-Builder for all or a portion of the Work, and is lawfully licensed to practice architecture in the applicable jurisdiction. The Architect is referred to throughout the Design-Build Documents as if singular in number.

L. *Contractor*

A Contractor is a person or entity performing all or a portion of the construction, required in connection with the Work, for the Design-Builder. The Contractor shall be lawfully licensed, if required in the jurisdiction where the Project is located. The Contractor is referred to throughout the Design-Build Documents as if singular in number and means a Contractor or an authorized representative of the Contractor.

M. Engineer

The Engineer is a person or entity providing design services for the Design-Builder for all or a portion of the Work, and is lawfully licensed to practice engineering in the applicable jurisdiction. The Engineer is referred to throughout the Design-Build Documents as if singular in number.

N. Schematic Design Documents (30% SDs)

Documents developed during the first phase of design and submitted to Owner for review and approval prior proceeding with the work for the Design Development Documents

O. *Design Development Documents (60% DDs)*

Drawings and Specifications that include but are not limited to developing structural, layout, grading, utilities, mechanical, and electrical drawings and specifying materials and the probable cost of construction.

P. Pre-Construction Services

Design/Builder Services to Include but not limited to;

a. Update Spatial Needs Assessment
b. Site Analysis
c. Geotechnical Engineering
d. Master Planning
e. Conceptual Building Design
f. Preliminary Technology Review
g. Cost Estimates / Development of GMP
h. Final Report + Briefing / Presentation
i. Project Reimbursable Expense Allowance
j. Conceptual building and site plans
k. Conceptual project sketches, drawings and renderings
l. Base schedules
m. Project budgets
n. Value engineering when applicable

Q. *Building Information Modeling (BIM)*

A digital representation of physical and functional characteristics of a facility. A BIM is a shared knowledge resource for information about a facility forming a reliable basis for decisions during its life-cycle; defined as existing from earliest conception to demolition.

R. *Design-Build Amendment*

The Design-Build Amendment is executed after the Design-Builder completes the design phase of services and provides the Owner with a Design-Build Proposal. Upon agreement to a proposal, the Owner and Design-Builder are required to execute the Design-Build Amendment, which becomes a part of the Agreement. The Design-Build Amendment establishes the Contract Sum and Contract Time and sets forth the agreed upon design documents and other information upon which the Contract Sum and Contract Time are based. In establishing the Contract Sum, the parties can choose a Stipulated Sum or Cost of the Work (with or without a GMP). If the parties choose Cost of the Work, the Amendment establishes the items included within the Cost of the Work.

S. Design Builder Contingency

Design build contractor, can utilize Design build contingency, for both design and construction contingency. Contingency can be utilized during design to assure that the design addresses full scope at project completion. During Construction, contingency can be utilized to clarify design as necessary to provide a fully functioning facility that meets all scope requirements, changes in market conditions, and issues that occur through no fault of the contractor, including supplementing subcontractors and suppliers to assure an on-time completion of the design and full scope. Contingencies shall not be used to correct construction deficiencies, rework, quality control issues or warranty, for internal staffing necessary for contractor-controlled delays and shall not be utilized to cover costs of liquidated damages.

T. Owner's contingency

Owner's contingency shall be utilized solely at the Owners discretion to address and authorize additional scopes of work not included in the original requirements. Owner's contingency can be utilized to address any differing site conditions identified during construction.

U. Allowances

Allowance shall be included and identified in the GMP per the direction of the City, for the sole purpose to address design and construction activities where scope is not clear and quantifiable at the time of development of the GMP proposal. Allowance shall specify the general scope for that allowance and may be subject to approval by the City. Funds remaining in an allowance upon completion of the specific SOW will transfer to Owner's contingency

V. Buyout savings

The difference between the cost for portions of work budgeted on the GMP including construction Manager's Fee and the actual cost of work received by Design Builder during bidding when the cost for the portion of work is less than the amount budgeted in the GMP proposal approved by the owner.

ARTICLE 2 -THE WORK OF THIS CONTRACT

2.01 Design-Builder shall perform all design, engineering, agency permitting, procurement, construction, start-up and performance testing services, and provide all material, equipment, tools and labor, necessary to complete the Project, including all the work described in and reasonably inferable from the Contract Documents. All performance items described herein shall be referred to as the "Work".

The Contract Documents for this Project include this Standard Form of Agreement and the following documents, if applicable:

Addenda issued by Design-Builder
General Conditions
Performance and Payment Bonds
Insurance Rider
Request for Qualifications (RFQ) 2025-0282R
Request for Proposals (RFP) 2025-0282R

Technical Specifications
Drawings
Bridging documents
Design/Construction service package

ARTICLE 3 - GENERAL REQUIREMENTS OF THE WORK OF THE DESIGN-BUILD CONTRACT

3.01 *General*

A. The Design-Builder shall comply with any applicable licensing requirements in the jurisdiction where the Project is located.

B. The Design-Builder shall designate in writing a representative who is authorized to act on the Design-Builder's behalf with respect to the Project.

C. The Design-Builder shall perform the Work in strict accordance with the Design-Build Documents. This obligation shall be absolute. The Design-Builder shall not be relieved of the obligation to perform the Work in accordance with the Design-Build Documents by the activities, tests, inspections or approvals of the Owner.

1. The Design-Builder shall perform the Work in compliance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Design-Builder performs Work contrary to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, the Design-Builder shall assume responsibility for such Work and shall bear the costs attributable to correction.

2. Neither the Design-Builder nor any Contractor, Consultant, Engineer or Architect shall be obligated to perform any act which they believe will violate any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Design-Builder determines that implementation of any instruction received from the Owner, including those in the Owner's Criteria, would cause a violation of any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Design-Builder shall notify the Owner in writing. Upon verification by the Owner that a change to the Owner's Criteria is required to remedy the violation, the Owner and the Design-Builder shall execute a Modification in accordance with Article 6.

D. The Design-Builder shall be responsible to the Owner for acts and omissions of the Design-Builder's employees, Engineer, Architect, Consultants, Contractors, and their agents and employees, and other persons or entities performing portions of the Work. In addition, the Design-Builder represents that all subcontractors performing services under this agreement have all applicable licenses by the State to perform such services.

E. *General Consultation*

The Design-Builder shall schedule and conduct progress meetings with the Owner, on a weekly basis, to review matters such as procedures, progress in design and/or construction, coordination and scheduling of the Work.

F. When applicable law requires that services be performed by licensed professionals, the Design-Builder shall provide those services through qualified, licensed professionals in accordance with the Texas Occupations Code and all applicable legal standards of care applicable to design professionals.

G. The Design-Builder, shall prepare and file all documents required to obtain necessary approvals of governmental authorities having jurisdiction over the Project.

H. *Progress Reports*

1. The Design-Builder shall keep the Owner informed of the progress and quality of the Work during design and construction phases on a monthly basis, or otherwise as agreed to by the Owner and Design-Builder, the Design-Builder shall submit written progress reports to the Owner, showing estimated percentages of completion and other information identified below:

a. Work completed for the period;
b. Project schedule status;
c. Submittal schedule and status report, including a summary of outstanding Submittals;
d. Responses to requests for information to be provided by the Owner;
e. Approved Change Orders and Change Directives;
f. Pending Change Order and Change Directive status reports;
g. Tests and inspection reports;
h. Deficiencies report;
i. Status of Claims previously submitted in accordance with Article 14;
j. Cumulative total of the Cost of the Work to date including the Design-Builder's compensation and Reimbursable Expenses, if any;
k. Current Project cash-flow and forecast reports; and
l. Additional information as agreed to by the Owner and Design-Builder.

2. In addition, where the Contract Price is the Cost of the Work with a Guaranteed Maximum Price, the Design-Builder shall include the following additional information in its progress reports:

a. Design-Builder's work force report;
b. Equipment utilization report;
c. Cost summary, comparing actual costs to updated cost estimates.
d. Constructability report, and
e. Value Engineering

I. *Design-Builder's Schedules*

The Design-Builder shall submit their finalized schedule within 10 days after execution of this Agreement, for the Owner's information and approval of the Work. The schedule, including the time required for design and construction, shall not exceed time limits set within the Design-Build Agreement. Project Schedule shall be revised at appropriate intervals as required by the conditions of the Work and Project, shall be related to the entire Project, shall provide for expeditious and practicable execution of the Work, and shall include allowances for periods of time required for the Owner's review and for approval of submissions by authorities having jurisdiction over the Project. In no circumstance shall the preparation and presentation of a schedule extending the completion beyond the time limits contained in the Design-Build Documents entitle the Design-Builder to an extension of time absent a fully executed change order extending such contract time.

The Design-Builder shall perform the Work in general accordance with the most recent schedules submitted to the Owner. The schedule shall be updated regularly and in advance of periodic Project meetings with the Owner and Owner's Engineer. Such schedules shall be posted at the Project meetings in a convenient location for review and approval by the Owner. The Design-Builder shall at all times carry out its duties and responsibilities as expeditiously as possible and in accordance with the project schedule. Time is of the essence in the performance of this Agreement.

J. *Certifications*

Upon the Owner's written request, the Design-Builder shall obtain from the Architect, Engineer, Consultants, and Contractors, and furnish to the Owner, procured building permits and approvals with respect to the documents and services provided by the Architect, Engineer, Consultants, and Contractors (a) that, to the best of their knowledge, information and belief, the documents or services to which the certifications relate (i) are consistent with the Design-Build Documents, except to the extent specifically identified in the certificate, and (ii) comply with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities governing the design of the Project; and (b) that the Owner and its consultants shall be entitled to rely upon the accuracy of the representations and statements contained in the certifications.

K. *Design-Builder's Submittals*

1. Prior to submission of any Submittals, the Design-Builder shall prepare a Submittal schedule indicating design and construction submittals, and shall submit the schedule for the Owner's approval. The Owner's approval shall not unreasonably be delayed or withheld. The Submittal schedule shall (1) be coordinated with the Design-Builder's schedule provided in this Section, (2) allow the Owner reasonable time to review Submittals, and (3) be periodically updated to reflect the progress of the Work. If the Design-Builder fails to submit a Submittal schedule, the Design-Builder shall not be entitled to any increase in Contract Price or extension of Contract Time based on the time required for review of Submittals.

2. By providing Submittals the Design-Builder represents to the Owner that it has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, and (3) checked and coordinated the information contained within such Submittals with the requirements of the Work and of the Design-Build Documents.

3. The Design-Builder shall perform no portion of the Work for which the Design-Build Documents require Submittals until the Owner has approved the respective Submittal.

4. The Work shall be in accordance with approved Submittals. Work done in compliance of an approved Submittal does not relieve the Design-Builder of its responsibility to perform the Work consistent with the requirements of the Design-Build Documents and the design intent if the Work subject to an approved Submittal fails or is deemed defective by the Owner. The Work may deviate from the Design-Build Documents only if the Design-Builder has notified the Owner in writing of a deviation from the Design-Build Documents at the time of the Submittal and a Modification is executed authorizing the identified deviation. The Design-Builder shall not be relieved of responsibility for errors or omissions in Submittals or by the Owner's approval of the Submittals.

5. All professional design services or permits to be provided by the Design- Builder, including all drawings, calculations, specifications, certifications, shop drawings and other Submittals, shall contain the signature and seal of the licensed design professional preparing them. Submittals related to the Work designed or certified by the licensed design professionals, if prepared by others, shall bear the licensed design professional's written approval. The Owner and its consultants shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

L. *Preparation/sufficiency of site*

Before commencing the design and construction work, the Design/Builder shall

(1) visit and thoroughly inspect the Project Site and any structure(s) or other man-made features to be modified and become familiar with local conditions under which the Project will be constructed and operated,

(2) familiarize itself with the Owner's layout and bridging document requirements. Claims by Design/Builder resulting from Design/Builder's failure to familiarize itself with the Site or pertinent documents shall be deemed waived.

M. *Warranty*

The Design-Builder's warranty obligations shall be governed in accordance with Paragraph 7.17 of the General Conditions.

N. *Royalties, Patents and Copyrights*

The Design-Builder's royalty, patent, and copyright obligations shall be governed in accordance with Paragraph 7.07 of the General Conditions**.**

O. *Indemnification*

The Design-Builder's indemnify obligations shall be governed in accordance with the General Conditions.

ARTICLE 4 – WORK PRIOR TO EXECUTION OF THE DESIGN-BUILD AMENDMENT

4.01 *General*

A. Any information submitted by the Design-Builder, and any interim decisions made by the Owner, shall be for the purpose of facilitating the design process and shall not modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

B. The Design-Builder shall advise the Owner on proposed site use and improvements, selection of materials, and building systems and equipment. The Design-Builder shall also provide the Owner with recommendations, consistent with the Owner's Criteria, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; conceptual schedules and budgets, evaluation of design professionals, risk identification and mitigation, constructability assessments, project phasing assessments, reviews of drawings and specifications, monitoring of the design process, develop a Guaranteed Maximum Price that meets budget restraints and factors related to construction cost including, but not limited to, costs of design and alternatives, alternative materials, preliminary budgets, life-cycle data, and possible cost reductions.

4.02 *Evaluation of the Owner's Criteria and conceptual Schematic Design (CSD)*

A. The Design-Builder shall schedule and conduct meetings with the Owner, Owner's Engineer and any other necessary individuals or entities to discuss and review the Owner's Criteria. The Design-Builder shall thereafter again meet with the Owner to discuss a preliminary evaluation of the Owner's Criteria. The preliminary evaluation shall address possible alternative approaches to design (minimum of 3) and construction of the Project and include the Design-Builder's recommendations, if any, with regard to accelerated or fast-track scheduling, procurement, or phased construction. The preliminary evaluation and Conceptual Schematic Design (CSD) shall consider cost information, minimum of 3 alternative design solutions, sketches, initial concepts, orientation, and relationships to existing and future programmed projects/structures, constructability, and procurement and construction scheduling issues. Consideration of fast-track and phased construction shall be addressed by Design-Builder due to Owner's specific concerns relating to Project delivery and schedule constraints for the end-users of the Project.

B. After the Design-Builder meets with the Owner and presents the preliminary evaluation/conceptual Schematic Design, the Design-Builder shall provide a written report to the Owner, summarizing the Design-Builder's evaluation of the Owner's Criteria. The report shall also include:

1. allocations of program functions, detailing each function and their square foot areas;

2. a preliminary estimate of the Cost of the Work, and, if necessary, recommendations to adjust the Owner's Criteria to conform to the Owner's budget;

3. a preliminary schedule, which shall include proposed design milestones; dates for receiving additional information from, or for work to be completed by, the Owner; anticipated date for the Design-Builder's design deliverable; and dates of periodic design review sessions with the Owner.

4. recommended testing and surveys that should be conducted prior to the development of the plans and specifications

5. Quality control programs that ensure the design meets the Owner's requirements and applicable codes, standards, etc. The Design- Builder shall submit for Owner review the following items:

- Project reporting procedures
- Quality Control and safety program

C. The Owner shall review the Design-Builder's written report and, if acceptable, provide the Design-Builder with written consent to proceed to the development of the Design Development Documents. The consent to proceed shall not be understood to modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

4.03 *Schematic Design Documents (30% SDs)*

A. Upon the Owner's issuance of a written consent to proceed, the Design-Builder shall prepare and submit Design Development Documents to the Owner. The Design Development Documents shall include a report identifying any deviations from the Owner's Criteria, the design development shall meet the requirements stipulated in the Exhibit 1-A: Design/Construction Service Package, the design development include but not limited to the following:

1. Confirmation of the allocations of overall program functions;

2. Site plan, including preliminary grading, utility infrastructure, storm water management, all proposed structures, parking and circulation.

3. Building plans, sections and elevations;

4. Structural system for buildings and playground equipment;
Selections of major building systems and playground structures, including but not limited to mechanical, electrical, special systems, landscaping, and plumbing systems, and outline specifications or sufficient drawing notes describing construction materials.

The Design Development Documents should include some combination of physical study models, perspective sketches, 3-dimensional renderings or digital modeling, energy conservation approach and building systems parameters

B. The Owner shall review the Design Development Documents and, if acceptable, provide the Design-Builder with written consent to proceed. The Design Development Documents shall not modify the Owner's Criteria unless the Owner and Design-Builder execute a Modification.

4.04 *Pre-Construction Services*

A. The Design-Builder shall execute Pre-Construction Services, as defined in this agreement throughout work prior to execution of the Design-Build Amendment and prior to construction commencing.

B. A fully integrated Building Information Modeling ("BIM") or equal, shall be used by Design- Builder throughout the entirety of the design and construction of the project. The parties to this agreement will use and rely the Models developed and transmitted by Design- Builder. The extent of the use of BIM in the Project shall be at the Owner's discretion.

4.05 *Design-Builder's Proposal*

A. The Design-Builder shall prepare and submit the Design-Builder's Proposal to the Owner. The Design-Builder's Proposal for a Guaranteed Maximum Price (GMP) to be included with the Design-Build Agreement shall include, but not limited to the following:

1. A list of the Design-Build key individuals and their respective project roles both in design and construction with associated fees.

2. Outline schedule listing proposed milestones described in Article 1 of the Agreement.

3. The proposed Guaranteed Maximum Price (GMP), including the compensation method and, if based upon the Cost of the Work plus a fee, a written statement of estimated cost organized by trade categories, allowances, contingencies, Design-Builder's Fee, and other items that comprise the Contract Price;

4. A list of key subcontractors and their respective trade in accordance with the current Government Code for the State of Texas

5. An enumeration of any qualifications and exclusions, if applicable;

6. The date on which the Design-Builder's Proposal expires.

B. Submission of the Design-Builder's Proposal shall constitute a representation by the Design-Builder that it has visited the site, evaluated the conditions and features of the site, made determinations relevant to design and construction relating to such evaluations, and become familiar with local conditions under which the Work is to be completed.

C. If the Owner and Design-Builder agree on a proposal, the Owner and Design-Builder shall execute the Design-Build setting forth the terms of their agreement.

ARTICLE 5 – WORK FOLLOWING EXECUTIONS OF THE DESIGN-BUILD AMENDMENT

5.01 *General*

Unless otherwise specified herein, all work performed pursuant to this Article shall be governed in accordance with the General Conditions.

5.02 *Construction Documents*

A. Upon the execution of the Design-Build Agreement and approved Design Development Documents, the Design-Builder shall prepare Construction Documents through 100% design including drawings and specifications. Documents shall also be submitted to all regulatory agencies for their review, approval and permitting. The Construction Documents shall establish the quality levels of materials and systems required. The Construction Documents shall be consistent with the Design-Build Documents. In the event the design-Build team elects to fast-track the design of certain portions of the project, the Design-Builder shall submit construction documents for such fast-tracked portions. All costs associated with fast-tracking of project are to be included/identified in the GMP.

B. The Design-Builder shall provide the 100% Construction Documents to the Owner for the Owner's information and approval. If the Design-Builder has included any deviations between the Construction Documents and the Design-Build Documents, the Design- Builder shall notify the Owner of such deviations in writing. The Construction Documents shall not modify the Design-Build Documents unless the Owner and Design-Builder execute a Modification. The failure to notify the Owner of any such deviations shall not relieve the Design-Builder of the obligation to perform the Work in accordance with the Design-Build Documents.

5.03 *Construction*

A. **Commencement.** Except as otherwise permitted in this Section, construction shall not commence prior to execution of the Design-Build Agreement.

B. **General Intent.** The Design-Builder shall perform all Work and construction administration services necessary to construct the Project in accordance with the Contract for Design/Build Construction and to render the Project and all of its components operational and functionally and legally usable.

C. **Order of Precedence. In accordance with the approved/acceptance design and meeting all elements of the Owner's requirements.**

1. Any betterments accepted on the proposal
2. Any requirements of the identified owner requirements
3. Any requirements of the Owner accepted design documents

D. Construction Supervision. Commencing with the award of the agreement and terminating on the date of Final Completion, the Design/Builder shall provide the services described herein.

1. The Design/Builder shall provide/ generate redlines during construction, and provide administration of the Construction Documents.
2. The Design/Builder shall supervise and direct the Work at the Site. The Design/Builder shall, at a minimum, staff the Project Site with personnel who shall:
    - supervise and coordinate the Design/Builder's personnel and act as its primary liaison with the Owner;
    - coordinate trade contractors and suppliers, and supervise Site construction management services;
    - be familiar with all trade divisions and trade contractors' scopes of Work, all applicable building codes and standards, and the Contract for Design/Build Construction;
    - check, review, coordinate and distribute shop drawings and check and review materials delivered to the Site, regularly review the Work to determine its compliance with the Construction Documents and this Agreement, confer with the appropriate Owner's consultant(s) as necessary to assure acceptable levels of quality;
    - prepare and maintain Project records and process documents;
    - schedule and conduct weekly progress meetings with subcontractors to review such matters as jobsite safety, job procedures, construction progress, schedule, shop drawing status, submittal log, RFI logs, and other information as necessary and provide notification of, and minutes from, such meetings to Owner;
    - schedule and conduct weekly progress meetings with the Owner to review such matters as construction progress, schedule, shop drawing status, and other information as necessary; and
    - Make provision for Project security to protect the Project site and materials stored off-site against theft, vandalism, fire and accidents as required by the Design/Build General Terms and Conditions.

ARTICLE 6 - CHANGES IN THE WORK

6.01 *General*

A Change Order or Change Directive may accomplish a change or Modification in the Work after execution of the Contract, and without invalidating the Contract, subject to the limitations stated in the General Conditions.

ARTICLE 7 - OWNER'S RESPONSIBILITIES

7.01 *General*

The Owner's responsibilities shall be governed in accordance with the General Conditions.

ARTICLE 8 - CONTRACT TIME AND COMPLETION

8.01 *General*

The Design-Builder's obligations with respect to the Contract Time shall be governed in

accordance with the General Conditions, unless otherwise stated in this Article.

A. Time limits stated in the Design-Build Documents are of the essence of the Contract. In all aspects of the Work, time is of the essence of the Contract. Additionally, time limits stated in the Design-Build Documents are of the essence. By executing the Design-Build Agreement the Design-Builder confirms that the Contract Time is a reasonable period for performing the Work.

B. The Design-Builder shall not, except by agreement of the Owner in writing, commence the Work prior to the effective date of insurance, other than property insurance, required by this Contract. The Contract Time shall not be adjusted as a result of the Design-Builder's failure to obtain insurance required under this Contract.

C. The Design-Builder shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

D. The date of commencement for the Work shall be stated in a Notice to Proceed issued by the Owner.

E. The Contract Time shall be measured from the date of commencement.

F. ***Substantial Completion.*** The Design-Builder shall achieve Substantial Completion of the entire Work not later than **TBD calendar** days from the date of commencement subject to and adjustments of this Contract Time as provided in the Contract Documents and Changer Orders modifying and extending this Agreement. It is specifically understood and agreed to by and between Owner and Design-Builder that time is of the essence in the substantial completion of the Work, and that failure to substantially complete the Work within the designated period, or as it may be extended, shall be construed as a breach of this Agreement.

G. **Final Completion**. The Design-Builder shall achieve Final Completion of the entire Work not later than **TBD calendar** days from the date of commencement subject to and adjustments of this Contract Time as provided in the Contract Documents and Change Orders modifying and extending this Agreement. It is specifically understood and agreed to by and between Owner and Design-Builder that time is of the essence in the substantial completion of the Work, and that failure to substantially complete the Work within the designated period, or as it may be extended, shall be construed as a breach of this Agreement.

H. Utility transfer to the City of El Paso shall not take place until ***Final Completion***.

8.02 *Delays and Extensions of Time:* Unless otherwise set forth in this Section, Project delays shall be governed in accordance with the General Conditions.

A. Claims relating to time shall be made in accordance with applicable provisions of Article

12 of the General Conditions.

B. This Section 8.02 does not preclude recovery of damages for delay by Owner under other provisions of the Design-Build Documents.

C. Should the Design-Builder default on its obligations to make progress and complete the Work on time, as allowed in the Contract Documents, the Owner may withhold or deduct all costs and damages for compensable delay caused by the Design-Builder from the Contract Price. Such costs shall include any attorney's fees, and all other costs, expenses, and damages actually incurred by the Owner as a result of such delay. Owner's delay damages, may be incidental to and not directly associated with the Project.

D. The Design-Builder shall receive no financial compensation for delay or hindrance of the Work. In no event shall the Owner be liable to the Design-Builder for any damages arising out of or associated with any delay or hindrance to the Work, regardless of the source of the delay or hindrance. The Design-Builder's sole remedy for delay or hindrance shall be an extension of time, provided the delay must be beyond the control and without the fault of negligence of the Design-Builder.

E. The procedure for the determination of time extensions for unusually severe weather must be satisfied in order for the Owner to award a time extension under this clause.

1. The weather experienced at the Project site during the Contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the Project location during any given month.

2. The unusually severe weather must actually cause a delay to the completion of the Project.

F. The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the Project location and will constitute the base line for monthly weather time evaluations. The Design-Builder's activity durations provided in the progress schedule must reflect these anticipated adverse weather delays in all-weather dependent activities.

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY
WORK DAYS BASED ON FIVE (5) DAY WORK WEEK

JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
(1)	(3)	(0)	(1)	(1)	(2)	(0)	(8)	(5)	(1)	(1)	(2)

G. For the duration of the Contract, the Design-Builder shall maintain in its daily reports an accurate and contemporaneous record of the occurrence of adverse weather and resultant impact to normally scheduled Work. Delay from adverse weather unless Work on the overall Project's critical activities is prevented for 50 percent or more of the Design-

Builder's scheduled work day. The number of actual adverse weather days shall be calculated monthly. If the number of actual adverse weather delay days in a month exceed the number of days for that month as referenced above, the Owner upon notification by the Design-Builder, will convert any qualifying delays to calendar days, giving full consideration for equivalent fair-weather work days, and a modification shall be issued in accordance with the Contract.

H *Liquidated Damages* **(TBD)**

The Design-Builder acknowledges and recognizes that the Owner is entitled to full and beneficial occupancy and use of the completed work following expiration of the Contract Time. The Design-Builder further acknowledges and agrees that, if the Design-Builder fails to meet the Substantial Completion or Final Completion dates for the completion of any portion of the Work within the Contract time, the Owner will sustain actual damages as a result of such failure. The exact amount of such damages will be difficult to ascertain. Therefore, the Owner and Design Builder agree that, if the Design-Builder shall neglect, fail, or refuse to achieve substantial completion of the Work by the Substantial Completion or Final Completion date , subject to proper extension granted by the Owner, then the Design-Builder agrees to pay the Owner the sum stipulated herein for each day in which such Work is not completed, not as penalty, but as liquidated damages, for the damages ("Liquidated Damages") that would be suffered by Owner as a result of delay for each and every calendar day that the Design-Builder shall have failed to have completed the Work as required herein. The Liquidated Damages shall be in lieu of any and all other damages which may be incurred by Owner as a result of the failure of Design-Builder to complete within the Contract Time.

1. Design-Builder agrees to pay, as liquidated damages, the sum of TBD for each consecutive calendar day after the date of Substantial Completion.
2. Design Builder agrees to pay, as liquidated damages, the sum of TBD for each consecutive calendar day after the date of Final completion.

ARTICLE 9 – CONTRACT PRICE

9.01 *General*

Owner shall pay Design-Builder in accordance with the General Conditions a Contract Price equal to Design-Builder's Fee (as defined in this Article) plus the Cost of the Work (as defined in this Article), subject to the GMP established in Section 9.05 hereof and any adjustments made in accordance with the General Conditions.

9.02 *Design-Builder's Fee*

A. Design-Builder's Fee shall be **TBD** percent (___%) of the Cost of the Work, as adjusted in accordance with Section 9.02.B below. Such Fee shall not be earned with respect to Design-Builder's in-house personnel Soft Costs and travelling and lodging expenses and

bonding and insurance cost as set forth in the Proposal of Design-Builder attached hereto. Such Soft Costs include (i) lead engineer, (ii) applications engineer, (iii) project manager, (iv) process engineer, (v) accounting personnel and services, (vi) electrical engineers, (vii) construction supervisor, (viii) travel and out-of-office living expenses, including airfare, lodging, food, ground transportation, (ix) administrative or overhead costs and expenses related to insurance and bonding not specifically required by the Contract Documents.

B. Design-Builder's Fee will be adjusted as follows for any Change Orders approved by Owner:

1. For additive Change Orders, including additive Change Orders arising from both additive and deductive items, it is agreed that Design Builder shall receive a Fee of **TBD** percent (___%) of the additional Costs of the Work incurred for that Change Order, exclusive of Design-Builder's Soft Costs as defined in Section 9.02.A.
2. For deductive Change Orders, including deductive Change Orders arising from both additive and deductive items, Design Builder shall receive no fee on that portion of the Cost of Work that is eliminated by any deductive Change Order.

9.03 *Cost of the Work*

The term Cost of the Work shall mean costs reasonably incurred by Design-Builder in the proper performance of the Work. The Cost of the Work shall include only the following:

A. Fees for direct employees of Design-Builder performing the Work at the Site or, with Owner's agreement, at locations off the Site, calculated on the basis of those rates set forth on Exhibit 1 to this Agreement, or, if no such rate is set forth on Exhibit 4, at prevailing rates for such personnel.

B. Fees for Design-Builder's supervisory and administrative personnel engaged in the performance of the Work and who are located at the Site or working off-Site to assist in the production or transportation of material and equipment necessary for the Work at the rates set forth on Exhibit 1 to this Agreement, or, if no such rate is set forth on Exhibit 4, at prevailing rates for such personnel.

C. Fees for Design-Builder's personnel stationed at Design-Builder's principal offices, but only to the extent said personnel are identified in Exhibit 1 and performing the function set forth in said Exhibit and compensated in accordance with the rates set forth on Exhibit 4, or if no such rate is set forth on Exhibit 1, at prevailing rates for such personnel.

D. The reasonable portion of the cost of travel, accommodations and meals for Design-Builder's personnel necessarily and directly incurred in connection with the performance of the Work.

E. Payments properly made by Design-Builder to Subcontractors and Design Consultants for performance of portions of the Work, including any insurance and bond premiums incurred by Subcontractors and Design Consultants.

F. Costs, including transportation, inspection, testing, storage and handling, of materials, equipment and supplies incorporated or reasonably used in completing the Work.

G. Costs less salvage value of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by the workers that are not fully consumed in the performance of the Work and which remain the property of Design-Builder, including the costs of transporting, inspecting, testing, handling, installing, maintaining, dismantling and removing such items.

H. Costs of removal of debris and waste from the Site.

I. The reasonable costs and expenses incurred in establishing, operating and demobilizing the Site office, including the cost of facsimile transmissions, long- distance telephone calls, postage and express delivery charges, telephone service, photocopying and reasonable petty cash expenses.

J. Rental charges and the costs of transportation, installation, minor repairs and replacements, dismantling and removal of temporary facilities, machinery, equipment and hand tools not customarily owned by the workers, which are provided by Design-Builder at the Site, whether rented from Design-Builder or others, and incurred in the performance of the Work.

K. Premiums for insurance and bonds purchased specifically for this Project as required by this Agreement or the performance of the Work.

L. All fuel and utility costs incurred in the performance of the Work.

M. Sales, use or similar taxes, tariffs or duties incurred in the performance of the Work. Provided that if the Owner is exempt from such taxes and provides a tax exemption certificate or certificates to Design-Builder that effect, no such taxes shall apply.

N. Costs for permits, royalties, licenses, tests and inspections incurred by Design-Builder as a requirement of the Contract Documents.

O. Deposits which are lost, except to the extent caused by Design-Builder's negligence or default under this Agreement.

P. Costs incurred in preventing damage, injury or loss in case of an emergency affecting the safety of persons and property, except to the extent caused by Design-Builder or anyone performing Work on its behalf.

R. Accounting and data processing costs related to the Work.

S. Other costs reasonably and properly incurred in the performance of the Work to the extent approved in writing by Owner.

T. Costs incurred by Design-Builder to provide the payment and performance bonds, warranties and guarantees with respect to the Work as provided herein.

9.04 *Non-Reimbursable Costs* The following shall be excluded from the Cost of the Work:

A. Compensation for Design-Builder's personnel stationed at Design-Builder's principal or branch offices, except as provided for in Sections 9.03.A, 9.03.B and 9.03.C.

B. Overhead and general expenses, except as provided for in Section 9.03 hereof, or which may be recoverable for changes to the Work.

C. The cost of Design-Builder's capital used in the performance of the Work.If the parties have agreed on a GMP, costs that would cause the GMP, as adjusted in accordance with the Contract Documents, to be exceeded.

D. Any and all costs incurred by Design Builder, including but not limited to costs for project management and costs to comply with the General Conditions, to the extent that such costs would cause the GMP to be exceeded.

9.05 *The Guaranteed Maximum Price ("GMP")*

A. *GMP Established Upon Execution of this Agreement*

Design-Builder guarantees that the total charge to Owner for completion of all Work shall not exceed the GMP of **TBD Dollars** (**$_____**). Additional detail regarding the GMP is included in Exhibit 1 ("GMP Exhibit"). **Design-Builder agrees that it will be responsible for paying or absorbing all costs of completing the Work which exceed the GMP, as said GMP may be adjusted in accordance with the Contract Documents, including but not limited to the markups for Change Orders set forth herein, Design-Builder's contingency, Owner's contingency and allowances**

B. It is the intent of the parties that the GMP will be increased or decreased by any additive or deductive Change Orders that change the scope of the Work with commensurate changes to the Design Fee and Cost of Work in accordance with Article 6.

ARTICLE 10 - COMPENSATION AND PROGRESS PAYMENTS

10.01 *General*

Payments to Design-Builder are governed in accordance with this Article and the General

Conditions.

A. Design-Builder shall submit to Owner on the tenth (10th) day of each month, beginning with the first month after the Date of Commencement, Design-Builder's Application for Payment in accordance with the General Conditions.

B. Owner shall make payment within thirty (30) days after Owner's receipt of each properly submitted and accurate Application for Payment in accordance with the General Conditions, but in each case less the total of payments previously made, and less amounts properly withheld under the General Conditions.

C. If Design-Builder's Fee under Section 6.02.A hereof is a fixed amount, the amount of Design-Builder's Fee to be included in Design-Builder's monthly Application for Payment and paid by Owner shall be proportional to the percentage of the Work completed, less payments previously made on account of Design-Builder's Fee.

D. All payments to Design-Builder exclusive of those made directly by Owner to any vendor to Design Builder will be made by electronic transfer to Design Builder's bank account. Design-Builder shall promptly provide Owner with wire transfer instructions for the making of such wire transfers to Design-Builder's bank account.

E. Design builder construction contingency established and approved on the GMP may be utilized by the Design Builder to cover changes arising under the following reasons:

- Errors and omissions in the Design-Builder's design, and scoping processes provided the additional work adds previously excluded value to the Project (but expressly excluding any other costs related to the substitution of such work for previously installed work, associated design fees, mistakes of subcontractors or material suppliers, warranty work)
- reasonable schedule recovery
- means, methods, and materials reasonably inferred from the Construction Documents
- work not included in the Construction Documents which is necessary to cause the Project to conform to applicable building codes but was not identified as missing during the review of Construction Documents (through no fault of the Design/Builder), but expressly excluding any legal costs and expenses, including attorney's fees and costs associated with the Project

- The design builder may use the Design Builder contingency with a written Owner's approval so long as the contingency amount does not cause the GMP to exceed.the Design Builder shall report to the Owner the status of the Design Builder Contingency with each application for payment. The owner will not increase the Design Builder's fee for any funds expended from Design Builder Construction contingency. If upon completion of 100% of work, the remaining amount of

Design-Builder contingency shall be split up 70-30 with Owner via change order.

F. Owner's contingency shall be utilized solely at the Owner's discretion to address and authorize additional scope of work not included in the original requirements as well as to address any differing site conditions identified during construction. The Design-Builder shall not use Owner's contingency until authorized in writing is issue by the Owner.

If upon completion of 100% of the work, the remaining amount of Owner's contingency shall be transferred to the owner on its entirely and credited from the GMP.

G. Allowances identified on the GMP as listed and quantified assumptions shall be use by Design Builder when information is acquired to reconcile these items. Allowances shall be used with Owner's authorization. Any savings from the allocated allowances shall return to the Owner's contingency in accordance with the buyout process.

10.02 *Retainage on Progress Payments*

Owner will retain five percent (5%) of each Application for Payment. Upon Substantial Completion of the Work, the retainage shall be reduced in accordance with the Design-Build Amendment.

10.03 I*nterest*

Timeliness and interest due or payments to the Design-Builders are subject to and controlled by Chapter 2251 of the Texas Government Code

10.04 *Buyout Savings*

If Design/Builder receives bids for portions of the Work which are less than the amounts budgeted in the GMP proposal approved by Owner for such portions of the Work, such buyout savings shall first be utilized to offset shortfalls on other bid packages. If, after offsetting any shortfalls, buyout savings remain, at the time of the award of subcontractors, all buyout savings shall be returned to the Owner via "no cost" change order.

10.05 *Compensation for Work Performed Prior to Execution of Design-Build Amendment*

A. *Compensation for Design Services* Unless otherwise agreed, payments for Design Services fees established in the GMP and the executed Design-Build Agreement shall be made monthly. For the Design-Builder's performance of work the Owner shall compensate the Design-Builder as follows:

B. The hourly billing rates for additional services of the Design-Builder and the Design-Builder's Architect, Consultants and Contractors, if requested by the Owner, are set forth in Exhibit 2.

C. The compensation for Reimbursable Expenses incurred by additional services when requested by the owner shall submitted for review and acceptance in

accordance with the executed Design-Build Agreement.

1. Reimbursable Expenses include expenses, directly related to the Project, incurred by the Design-Builder and the Design-Builder's Architect, Consultants, and Contractors, as follows:

a. Transportation and authorized out-of-town travel and subsistence;
b. Fees paid for securing approval of authorities having jurisdiction over the Project;
c. Printing, reproductions, plots, standard form documents;
d. Postage, handling and delivery;
e. Renderings, physical models, mock-ups, professional photography, and presentation materials requested by the Owner; and
f. Other Project-related expenditures, if authorized in advance by the Owner.

D. Payments to the Design-Builder for the construction services of Design-Build Agreement

1. Monthly progress payments are due and payable thirty-days following submission, review and approval of the Design- Builder's invoice to Engineer and Owner.

2. Design-Builder shall maintain, at its office, a complete record of all costs and accounting data generated for services performed for a period of five following execution of the Design-Build Amendment or termination of this Agreement, whichever occurs first. Upon request of Owner, and within a reasonable time following such request, Design-Builder will make available for inspection and duplication all records required to be maintained by this section or elsewhere in the Design-Build Documents.

10.06 *Contract Price and Payment for Work Performed of Design-Build Agreement*

A. For the Design-Builder's performance of the Work of the Design-Build Agreement, the Owner shall pay to the Design-Builder the Contract Price in current funds as agreed in the Design-Build Agreement. Notwithstanding any terms to the contrary, the provisions of this Article and the General Conditions shall control the obligations of the Parties with respect to payments made pursuant to the Design-Build Documents.

10.07 *Construction Trust Funds*

A. Contractor shall comply with the provisions of the Texas Trust Fund Act, Chapter 162 of the Texas Property Code. With respect to payments made by the Owner, such funds are considered Trust Funds and shall be safeguarded and used as represented by Design- Builder to pay any consultants and subcontractors that may be due payment pursuant to the schedule of values.

ARTICLE 11 - PAYMENT APPLICATIONS

11.01 After execution of the Design-Build Amendment this Article shall be governed by the General Conditions unless specified otherwise herein. To the extent there is a conflict between the terms

of this Agreement and the terms of the General Conditions, this Agreement shall prevail.

11.02 *Contract Price*
The Contract Price is stated in the Design-Build Agreement.

11.03 *Applications for Payment*
Applications for Payment shall be governed in accordance with the General Conditions.

11.04 *Progress Payments*
Progress Payments shall be governed in accordance with the General Conditions.

A. After the Owner has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time limits required by the General Conditions.

B. The Design-Builder shall pay each Architect, Consultant, Contractor, and other person or entity providing services or work for the Design-Builder no later than the time period required by the General Conditions.

11.05 *Failure of Payment*
Failure of payment by Owner within the time limits required by the General Conditions shall entitle the Contractor to the remedies contained in Article 16 of the General Conditions.

ARTICLE 12 - FINAL COMPLETION

12.01 Final completion shall be governed in accordance with the General Conditions, except as otherwise set forth in this Article.

A. Timely final completion is an essential condition of this contract. Design-Builder agrees to achieve final completion of the Work within 30 days of the designated or extended substantial completion date. The date of Substantial Completion shall be fixed by this Agreement, unless modified by Change Order, and memorialized by a Certificate of Substantial Completion as provided in the General Conditions.

ARTICLE 13 - OWNERSHIP OF WORK PRODUCT, COPYRIGHTS AND LICENSES

13.01 General Drawings, specifications, and other documents furnished by the Design-Builder, including those in electronic form, are Instruments of Service. As part of the total compensation which Owner has agreed to pay Design-Builder for the professional services to be rendered under this Contract, Design-Builder agrees that all finished and unfinished "Instruments of Service" including but not limited to documents, data, studies, surveys, drawings, specifications, field notes, maps, models, photographs, preliminary reports, reports, bid packet/construction contract documents/advertisement for bids incorporating any Owner standard provisions provided by Design-Builder, all of which are produced by Design-Builder and paid for by Owner are, and will remain, the property of the Owner. Architect will furnish Owner with electronic copies in .PDF format, to the extent they are available, of all of the foregoing to facilitate coordination; however, ownership of the underlying work product shall remain the intellectual

property of the Design-Builder. Design-Builder shall have the right to use such work products for Design-Builder's purposes on this Project. However, such documents are not intended to be suitable for reuse by Owner or others. The above notwithstanding, Design-Builder shall retain all rights in its standard drawing details, designs, specifications, databases, computer software and any other proprietary and intellectual property information provided pursuant to this Contract.

13.02 The Design-Builder and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project.

A. The Design-Builder shall obtain non-exclusive licenses from the Architect, Engineer, Consultants, and Contractors, that will allow the Design-Builder to satisfy its obligations to the Owner under this Article 12.

B. In the event the Owner alters the Instruments of Service without the author's written authorization, the Owner releases the Design-Builder, Architect, Engineer, Consultants, Contractors and any other person or entity providing services or work for any of them, from all claims and causes of action arising from to such alteration. The terms of this Section shall not apply if the Owner rightfully terminates this Agreement for cause

ARTICLE 14- CLAIMS AND DISPUTE RESOLUTION

14.01 General Claims and dispute resolution will be governed in accordance with the General Conditions.

ARTICLE 15 - BONDS AND INSURANCE

15.01 *Insurance*

Design-Builder and Owner shall procure the insurance coverages set forth in the Insurance Rider **Exhibit 3** attached hereto and in accordance with Article 6 of the General Conditions.

15.02 *Bonds and Other Performance Security*

A. In accordance with Article 6 of the General Conditions and Texas Government Code chapter 2253, Design-Builder shall provide performance bond and labor and material payment bonds.

ARTICLE 16 - MISCELLANEOUS PROVISIONS

16.01 *Governing Law*

The Contract shall be governed by the law of the state of Texas.

16.02 *Venue*

This Agreement is entered into and performed in El Paso County, Texas, and the Design- Builder and the Owner agree that mandatory venue for any legal action related to this contract shall be in the District Courts of El Paso County, Texas.

16.03 *Successors and Assigns*

The Owner and Design-Builder, respectively, bind themselves, their partners, successors, assigns and legal representatives to the covenants, agreements and obligations contained in the Design-Build Documents. Neither party to the Contract shall assign the Contract in whole or in part without the express written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract and the attempted assignment shall be of no legal force or effect as to the other party.

16.04 *Written Notice*

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice. Written notice sent or transmitted by electronic mail or facsimile must be actually received to be considered delivered and to comply with notice requirements herein. Transmission alone by electronic mail or facsimile does not constitute delivery.

16.05 *Rights and Remedies*

A. Duties and obligations imposed by the Design-Build Documents, and rights and remedies available thereunder, shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

B. No action or failure to act by the Owner or Design-Builder shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

16.06 *Interpretation*

Unless otherwise stated in the Design-Build Documents, words which have well-known technical or construction industry meanings are used in the Design-Build Documents in accordance with such recognized meanings.

This Agreement is entered into as of the day and year written above ("The Date of Execution"):

OWNER

City of El Paso
By: Dionne Mack

Title: City Manager

DESIGN-BUILDER

Black Stallion Contractors, Inc.
By: HECTOR LUNA

Title: PRESIDENT

Approved as to Content:

Yvette M. Hernandez, City Engineer
Capital Improvement Department

Approved as to Form:

Jesus A. Quintanilla
Assistant City Attorney

Philip Etiwe

Exhibit 1-A – DESIGN/CONSTRUCTION SERVICE PACKAGE

A. DESIGN REQUIREMENTS

The Regional All-Abilities Playground project is located at Lomaland Park, 715 Lomita Drive, El Paso, Texas 79907, the area identified for the project is approximately 4.8 ACRES (209,088 SF.) adjacent to the Sylvia A. Carreon Community Center, within the corporate limits of the City of El Paso, El Paso County, Texas. The City of El Paso has authorized the Capital Improvement Department (CID) to manage the successful planning, design, and construction of this voter-approved project. Due to the specialized nature of this project which will serve individuals of all ages and abilities its delivery will require a high degree of collaboration and coordination between the Capital Improvement Department, relevant City departments, stakeholders, and the selected Design-Build Team.

The Design-Build Team shall provide all professional and construction services required to deliver a turn-key project that meets the requirements outlined in the Bridging Documents and the Design-Build Agreement. This includes completing all design services, construction documents, technical specifications, and providing construction administration services through the Design-Build Team's Design Professional of Record.

The scope of services generally includes: a comprehensive site assessment; project planning; sustainable and inclusive design; engineering; and the full construction of the themed all-abilities playground. This encompasses site improvements, playground surfacing and equipment, accessible pathways, inclusive restrooms, a welcome center for programming and events, and any supporting infrastructure such as parking, illumination and utilities. The Design-Build Team shall ensure that all elements are designed and constructed in a manner that reflects the goals of accessibility, innovation, safety, and long-term durability.

The Design Builder proposal shall include the following items:

- Cost of the Work including Special systems, IT, FFE.
- Cost of all new utilities infrastructures and services including coordination with utility companies
- Traffic Control
- Topographic surveys needed to complete the Work
- Geotechnical studies needed to complete the Work
- Any exploratory work necessary
- A/E Design Fees
- Any expediting fees, over time or additional resources required to meet the committed project schedule
- Design-Build Team overhead/profit and general conditions
- Community outreach
- Easements & Agreements
- Repository management software
- Any allowances and contingencies
- Zoning and plotting of the property
- Detailed Site Development Plan

- Approved design and construction budget **DOES NOT INCLUDE THE FOLLOWING**:
  - CID management costs and Commissioning
  - Third-Party construction management fees
  - Construction quality control costs (material testing lab during construction)
  - CISCO network provided by CoEP

The Design-Build Team shall submit the following document packages:

1. **Schematic Design (30% Complete):**
   Referring to the Owner's criteria, the Design-Build Team shall prepare and submit the schematic design package to include but not limited to the following:
   - Agreements with applicable entities including but not limited to
   - Coversheet (80% complete)
   - Code Analysis Summary (90%)
   - Demolition plans (50% complete)
   - Civil Engineering plans, grading and profiles (60% complete)
   - Utility plans and profiles (60% complete)
   - Lighting Plan (50% complete)
   - Construction notes (50% complete)
   - Storm water pollution prevention plan (60% complete)
   - Construction details (60% complete)
   - Architectural Plan and details (60% complete)
   - Accessibility Strategy Diagram (60% complete)
   - Playground Equipment layout (90% complete)
   - Wayfinding and Signage Plan (50% complete)
   - MEP Drawings (50% complete)
   - Structural Drawings (60% complete)
   - Landscape plans (60% complete)
   - Landscape details (60% complete)
   - Irrigation plan (60% complete)
   - Irrigation details (60% complete)
   - Construction Phasing Plans including structural, architectural, MEP, Special Systems, (60% complete)
   - Traffic Control Plan (60% complete)
   - Outline of specifications - table of contents (80% complete)
   - Geotechnical and Topography Study/surveys and Recommendations (100% complete)
   - Guaranteed Maximum Price (GMP) Proposal
   - Construction phasing plans (early release packages)

   The Design-Build Team shall submit electronic copies of the schematic design documents for review and comments and upload pdf of submittals into web-based software.

   Design-Build Team shall meet with CID and PM to review the constructability program to identify and document project cost and savings opportunities.

2. **Design Development (60% Complete):**
After City approval and award of GMP, the Design-Build Team shall prepare and submit the design development package to include but not limited to the following:

- Agreements with applicable entities including but not limited to
- Coversheet (1000% complete)
- Code Analysis Summary (100%)
- Demolition plans (90% complete)
- Civil Engineering plans, grading and profiles (100% complete)
- Utility plans and profiles (100% complete)
- Lighting Plan (90% complete)
- Construction notes (90% complete)
- Storm water pollution prevention plan (100% complete)
- Construction details (100% complete)
- Architectural Plan and Details (100% complete)
- Accessibility Strategy Diagram (100% complete)
- Playground Equipment layout (100% complete)
- Wayfinding and Signage Plan (90% complete)
- MEP Drawings (90% complete)
- Structural Drawings (90% complete)
- Landscape plans (90% complete)
- Landscape details (90% complete)
- Irrigation plan (90% complete)
- Irrigation details (90% complete)
- Construction Phasing Plans including structural, architectural, MEP, Special Systems, (100% complete)
- Traffic Control Plan (100% complete)
- Outline of specifications - table of contents (100% complete)
- Geotechnical and Topography Study/surveys and Recommendations (100% complete)

The Design-Build Team shall submit an electronic copy of the Design Development documents for review and comments and upload pdf of submittals into web-based software. If the CID considers the submittal as not compliant to the above required completion percentages, the Design-Build Team must resubmit as per the above-mentioned requirements.

Upon CID and review and comment process, the Design-Build Team shall respond to the comments within 10-business days.

3. Final Construction Documents (100% Complete):
   After the City staff approval of the pre-final construction documents, the Design-Build Team shall prepare and submit the final Construction Documents to include but not limited to the following:
   - Coversheet (100% complete)
   - Civil Engineering plans and profiles (100% complete)
   - Utility plans and profiles (100% complete)
   - Lighting Plan (100% complete)
   - Traffic Signal, Signage and Striping plans (100% complete)
   - Construction notes (100% complete)
   - Storm water pollution prevention plan (100% complete)
   - Utility Relocations (100% complete)
   - Typical construction details (100% complete)
   - Special construction details (100% complete)
   - Landscape plans (100% complete)
   - Landscape details (100% complete)
   - Irrigation plans (100% complete)
   - Irrigation details (100% complete)
   - Construction Phasing Plans including structural, architectural, MEP, Special Systems (100% complete)
   - Traffic Control Plan (100% complete)
   - Technical specifications table of contents (100% complete)
   - Technical specifications (100% complete)

     Upon the completion of the final construction document package, the Design-Build Team shall submit electronic copy of the final construction documents and upload pdf of submittals into web- based software.

B. CONSTRUCTION SERVICES

The Design-Build Team shall, in accordance with the Design/Construction service Package, create the Construction Documents, in accordance with all applicable laws and regulations; CA services during construction, supervise, direct, perform all work using the Design-Build Team's best skill and attention; in accordance with the DB Agreement, bridging documents and the applicable Standards, to manage, complete and deliver the Project within the Project Cost Limitation and within the Project Schedule. The Design-Build Team shall supervise and direct all work on the project site, ensuring that it is carried out with the highest level of skill, professionalism, and attention to detail. The Team shall manage and coordinate all contractors, subcontractors, and vendors to ensure timely, high-quality, and safe project delivery. The Design-Build Team shall perform all work in accordance with the project's scope, budget, and schedule. They will leverage their expertise and best practices to meet all established goals for the project, while also ensuring compliance with the Design-Build Agreement and the bridging documents.

12-month construction warranty, with an onsite review with the contractor at 11-months.

C. PROJECT BUDGET

1. This Project is not exempt from obtaining City of El Paso Permits; however, the city permit fees will be waived. BP&I review fees including expedite review by planning are not waived.
2. This Project is an all-inclusive, Turn-Key project.
3. Design fee shall be limited to 7% of construction cost
4. Mobilization fee shall be limited to 5% of construction cost
5. The Project is estimated to cost be $8,000,000.00 The DB Team shall negotiate and submit a Gross Maximum Price (GMP) of the project as described in the DB Agreement.
6. Design-Build team shall be responsible for visiting the site to get familiarized with the existing conditions of the area where the project will be constructed. As information becomes available on the site.

D. SOFTWARE

1. Project Management Software

The Design-Build Team shall implement and maintain a web-based construction management software platform to support efficient collaboration, communication, and project documentation. This system shall minimize reliance on paper documentation and support the City's sustainability goals by promoting a "Green Approach" to project delivery.

- Investigation and assessments documents
- Design concept documents and drawings
- Construction budget and cost tracking documents
- Construction Documents/Specifications
- Meeting agendas, sign-in sheets and meeting minutes
- Project schedules and milestone tracking
- Submittals and approvals
- RFIs and responses
- Field Directives and change orders
- Pay Applications and supporting documentation
- Daily construction Reports and logs
- Progress Photographs
- Final project archive and Transfer of all document in a format acceptable to the City

The selected software (e.g., Procore, e-Builder, Newforma, etc.) must be approved by the City of El Paso prior to implementation. The Design-Build Team shall provide training and user access for all required City staff and stakeholders.

E. PROVISIONS FOR UTILITIES

1. Based on the design, the Design-Build Team shall coordinate with all utilities that will provide service to and will be affected by the improvements. The Design-Build Team shall submit all applications to the utilities on behalf of the City and shall be responsible to coordinate design efforts with all affected utility companies. The purpose is to minimize utility relocation without compromising design standards. The Design-Build Team shall be responsible to verify all available horizontal and vertical information on utility lines, valves, covers, manholes, etc. from the different utility companies during the schematic design

2. The existing utility structures shall be shown on the schematic design plan submittal. The Design-Build Team shall meet with all affected utility companies to discuss proposed design. Based on these coordination meetings and correspondence that is sent between both the Design-Build Team and utility companies the need and extent of relocation and upgrading shall be determined. If a dispute arises the Design-Build Team shall immediately setup a meeting between the City of El Paso Project Manager and the utility company to resolve the dispute. The Design-Build Team in behalf of the City of El Paso shall request from all utility companies that they relocate all lines that conflict with new improvements. However, each utility company can request that the City of El Paso include as part of the street and relocation of their utility lines, provided that the utility company signs an agreement with the City.
3. The Design Build Team shall be responsible for all coordination and pay for utility installation and/or relocation during construction.
4. All correspondence and meeting minutes (including email confirmation that coordination was conducted) shall be submitted to the City of El Paso when each phase is due. Construction documents shall clearly show all existing and proposed utility lines and utility company contacts. All documents and coordination efforts by the Design-Build Team shall be complete by or before the final construction documents. The Design-Build Team shall submit all utility clearance letters from each of utility company by or before the start of construction.
5. The Design-Build Team shall assist the City in providing schedules for obtaining utility easements and general utilities installation such as electric, water, sewer, telephone, and cable-TV. The cost of easement Metes and Bounds surveys will be paid by the design- Build team. The cost of all utilities shall be the responsibility of the Design-Build Team.

D. PERMITS

1. 1. The Design-Build Team shall ensure compliance with all applicable local, state, and federal building codes throughout the design and construction process. As part of the fast-track schedule, the Design-Build Team may submit early release construction document (CD) packages to the City of El Paso Planning and Inspections Department for review and approval in phases, starting with portions of the project that can proceed immediately. These early submissions will be followed by the full set of construction documents during the pre-final construction document phase.

2. It shall be the responsibility of the Design-Build Team to follow up with the City of El Paso Planning and Inspections Department throughout the review and approval process. If additional revisions or resubmittals are required, the Design-Build Team shall respond to any comments within 10 business days, or request an extension if more time is needed for revisions. Upon approval, the Design-Build Team shall retrieve the approved plans

3. The Design-Build Team shall be responsible for obtaining the permits required for the project. It is the responsibility of the City of El Paso Planning and Inspections Department to review the grading and drainage, and storm water pollution prevention plan permit requirements. The Design-Build Team shall be responsible to prepare all documents that include but are not limited to metes and bounds descriptions, site plans, profiles, sections, and applications for permits, special permits, and land use permits. The Design-Build Team shall represent the City of El Paso to make presentations, and answer questions at the City of El Paso Design Review Committee meeting and City Council meetings.

E. APPLICABLE CODES AND ORDINANCES

The Design-Build Team shall comply with the most current versions of all applicable federal, state and local Codes, Regulation and Ordinances throughout the design and construction process.

F. MATERIAL QUALITY STANDARDS

Bridging document will be used for reference, the quality of the finished materials will be specified by the DB Team, to allow for as much latitude as is prudent in order to provide the highest quality product.

G. QUALITY ASSURANCE and QUALITY CONTROL REQUIREMENTS

The Design-Build Team shall:

- Maintain a staff of properly trained and experienced personnel to ensure satisfactory performance under this contract. The Design-Build Team shall submit, for Owner's approval, resumes of the key personnel that will work on the project
- Assign to the City of El Paso a designated single point of contact representative who will be responsible for the coordination and administration of the project
- Upon City of El Paso's issuance of the Notice to Proceed, the Consultant shall begin the design work and submit all design elements for review and determination of scope compliance by CID
- Attend meetings with City of El Paso representatives as directed by CID
- Implement and maintain a constructability program to identify and document project cost and schedule savings opportunities

- Consult with representatives of the City of El Paso, CID and PM on the selection of materials, equipment, component systems and types of construction used on the project through formal design reviews
- Provide CA services during construction of the projects in accordance with the with the with the agreement and general conditions, including but not limited to;
    - Review submittals
    - Technical training
    - Project schedule review
    - RFI review and clarification
    - Field observation reports
    - Pay app review
    - Inspections
    - Punch List
    - Attend site meetings bi-weekly (at a minimum)
    - Provide signed and sealed set of as-built construction documents in both printed and electronic versions to the City of El Paso.

The Design-Build Team shall be responsible for identifying any conflicts and providing utility relocation plans where necessary. All utility coordination activities shall be documented and submitted as part of the pre-construction documents package.

Exhibit 1 – Design Cost Detail and Schedule and Rates of Members of Design-Builder Team

Refer to attached Bridging Documents for Design Requirements and further details.

ALL ABILITIES PLAYGROUND DESIGN BUILD

11/172025

Black Stallion Fee Proposal (30% Schematic Design)

Task Description	Project Manager / QA/QC Manager		Construction Manager		Project Engineer / Document Control		Scheduler		Cost Estimator		Clerical		Totals
	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate	
		$236.00		$209.00		$153.00		$150.00		$150.00		$88.00	
1 Schematic Design Phase (30%)													
Design Team Kick Off Meeting	2	$472.00	0	$0.00	2	$306.00	2	$300.00	2	$300.00	2	$176.00	$1,554.00
Site Assessment and Reconnaissance	3	$708.00	0	$0.00	3	$459.00	0	$0.00	3	$450.00	0	$0.00	$1,617.00
Participation Design Meetings	24	$5,664.00	10	$2,090.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	$7,754.00
Constructability Assessment	24	$5,664.00	16	$3,344.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	$9,008.00
Development of Phasing Strategies	24	$5,664.00	0	$0.00	0	$0.00	16	$2,400.00	0	$0.00	0	$0.00	$8,064.00
Development of Project Schedule	8	$1,888.00	0	$0.00	0	$0.00	55	$8,250.00	0	$0.00	0	$0.00	$10,138.00
Suport Design Team with Cost Estimating	0	$0.00	0	$0.00	0	$0.00	0	$0.00	4	$600.00	0	$0.00	$600.00
Development of Detailed Construction Site Safety Plan	8	$1,888.00	8	$1,672.00	24	$3,672.00	0	$0.00	0	$0.00	8	$704.00	$7,936.00
Development of GMP	8	$1,888.00	0	$0.00	0	$0.00	8	$1,200.00	45	$6,750.00	24	$2,112.00	$11,950.00
Development of Cost Managing Reports	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	80	$7,040.00	$7,040.00
Documentation Control	0	$0.00	0	$0.00	80	$12,240.00	0	$0.00	0	$0.00	8	$704.00	$12,944.00
QA/QC Plan for Preconstruction Services	8	$1,888.00	8	$1,672.00	24	$3,672.00	0	$0.00	0	$0.00	8	$704.00	$7,936.00
Constructability Reviews	16	$3,776.00	0	$0.00	8	$1,224.00	0	$0.00	0	$0.00	0	$0.00	$5,000.00
Contract Management	16	$3,776.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	16	$1,408.00	$5,184.00
Liability & Risk Management	15	$3,540.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	$3,540.00
Accounting, Administrative Support, Software System	14	$3,304.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	$3,304.00
TOTAL SCHEMATIC DESIGN PHASE	**170**	**$40,120.00**	**42**	**$8,778.00**	**141**	**$21,573.00**	**81**	**$12,150.00**	**54**	**$8,100.00**	**146**	**$12,848.00**	**$103,569.00**

TOTAL $103,569.00

ARTIST - ALLOWANCE													
Task Description	Artist												Totals
	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate	
		$236.00		$0.00		$0.00		$0.00		$0.00		$0.00	
Design Team Kick-Off Meeting and Coordination	2	$472.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	$472.00
Advise on Public Art Integration	40	$9,440.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	$9,440.00
Advise on Cultural Relevance	8	$1,888.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	$1,888.00
Advise on Place-Making	16	$3,776.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	$3,776.00
TOTAL ALL PHASES	**66**	**$15,576.00**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**$15,576.00**

GEOTECHNICAL ENGINEERING SERVICES

LOI ENGINEERS

PROPOSAL FOR GEOTECHNICAL ENGINEERING SERVICES

To: Mr. Hector Luna
President
Black Stallion Contractors
5706 Doniphan Dr.
El Paso, Texas 79932

Date: August 4, 2025
Project: All Abilities Playground
Lomaland Park
El Paso, Texas
File No.: P25-1-03303

Project Description

The proposed Design-Build project includes the design and construction of a new All-Abilities Playground located at Lomaland Park (715 Lomita Drive, in East El Paso, Texas). The new development will include new site improvements, playground surfacing and equipment, accessible pathways, inclusive restrooms, a welcome center for programming and events, and any supporting infrastructure such as parking, illumination and utilities.

General Scope of Services

Task 1: Implement a subsurface soil exploration program consisting of advancing three structural borings to a depth of 20 ft. each below ground surface (BGS) in the vicinity of the welcome center, one structural boring to a depth of 20 ft. each BGS in the vicinity of the ADA restrooms, two pavement borings to a depth of 10 ft. each BGS in the parking lot, and one pavement boring to a depth of 10 ft. each BGS in the vicinity of the new drop off zone. Soil borings will be advanced to the aforementioned depths or reasonable auger refusal, whichever occurs first. Standard penetration tests at regular depth intervals and collecting soil samples for laboratory testing are included in the field exploration phase of our study. We have considered that access to our truck mounted drill rig is provided. We will coordinate underground utility locate efforts.

Task 2: Our proposed laboratory analysis consists of the following tests to define physical properties of the subsurface soils: natural moisture content tests, particle size distribution analysis, Atterberg limits, soil proctor and a CBR.

Task 3: This task consists of performing a geotechnical engineering analysis and preparing a report that will include boring logs, laboratory test results, general site preparation recommendations, allowable soil bearing capacity values, estimates of settlement/heaving, general guidelines for foundation design and construction, seismic site classification (per 2021 IBC), select fill, suitability of resident soils for use as select fill, and asphalt pavement section thickness.

Fee for Professional Services & Schedule

We propose to perform the above scope, which shall be completed within three weeks from notice to proceed, for a lump sum fee of $8,885.00

Task 1:	Mobilize/Drill/Sample/Field Engineer/Texas utility locate effort	$4,515.00
Task 2:	Soil mechanics laboratory testing – pavement	$2,345.00
Task 3:	Engineering, analysis and report preparation	$2,025.00
Total Fee		$8,885.00

Acceptance

If this scope, fee, schedule, and Agreement (Exhibit A) are acceptable, please send our office a purchase or task order to provide authorization to proceed. We appreciate your preference, and look forward to working with you on this project. If you have questions, or need further information, please contact us.

Copies: Above (1) via e-mail

Respectfully Submitted,
LOI ENGINEERS

John Cordova, P.E., PMP
Senior Vice President

Approved by:

Name: HECTOR LUNA

Signature:

Company: BLACK STALLION CONTRACTORS INC.

Date: 12/15/2025

EXHIBIT "A" AGREEMENT

ACCEPTANCE OF THIS AGREEMENT Client agrees that execution of this Agreement is a material element of the consideration LEC Engineering Inc. (dba LOI ENGINEERS) required to execute the Services, and if Services are initiated by LOI ENGINEERS (LOI) prior to execution of this Agreement as an accommodation for Client at Client's oral request, both parties shall consider that commencement of Services constitutes formal acceptance of all terms and conditions of this Agreement. Additional terms and conditions may be added or changed only by written amendment to this Agreement signed by both parties. In the event Client uses a purchase order or other form to administer this Agreement, the use of such form shall be for convenience purposes only and any additional or conflicting terms it contains are stricken. This Agreement shall not be assigned by either party without prior written consent of the other party.

CHANGE ORDERS. Client may request changes to the Scope of Services (Scope) by altering or adding to the Scope. If Client so requests, LOI will return to Client a statement (or supplemental proposal) of the change setting forth an adjustment to the Scope and fees for the requested changes. Following Client's review, Client shall provide written acceptance. If Client does not allow the changes, but instead directs, authorizes orally or permits LOI to perform modified services, the Scope will be changed accordingly and LOI will be paid for this work according to the fees stated or its current fee schedule. If project conditions change materially from those observed at the site or described to LOI at the time of proposal, LOI is entitled to a change order adjusting its Scope and fee.

LIMITATION OF LIABILITY. Client and LOI have evaluated the risks and rewards associated with this project, including LOI's fee relative to the risks assumed, and agree to allocate certain of the risks so that, to the fullest extent permitted by law, the total liability of LOI (and its related corporations and employees) to Client and third parties granted reliance is limited to its fee or $50,000, whichever is greater, for any injuries, damages, claims, losses, or expenses (including attorney and expert fess) out of LOI's services or this Agreement, regardless of cause(s).

INDEMNITY. LOI and Client shall mutually indemnify and hold harmless each other, their representatives, and employees, from and against legal liability for all claims, losses, damages, and expenses to the extent such claims, losses, damages, or expenses are caused by their negligent acts, errors, or omissions. In the event, such claims, losses, damages, or expenses are caused by the joint or concurrent negligence of LOI and Client, they shall be borne by each party in proportion to its own negligence under comparative fault principles.

WARRANTY. LOI will perform the services in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing under similar conditions in the same locale. LOI makes no warranties or guarantees, either expressed or implied, relating to its services, and LOI disclaims any implied warranties, or warranties imposed by law, including those of merchantability and fitness for a particular purpose.

SUBSURFACE EXPLORATIONS. Subsurface conditions throughout the site may vary from those depicted on logs of discrete borings, test pits, or other exploratory services. Client understands LOI's layout of borings and test locations is approximate and that LOI may deviate a reasonable distance from those locations. LOI will take reasonable precautions to reduce damage to the site when performing Services; however, Client accepts that invasive services such as drilling or sampling may damage or alter the site. Site restoration is not provided unless specifically included in the Services.

TESTING AND OBSERVATIONS. Client understands that testing and observation are discrete sampling procedures, and that such procedures indicate conditions only at the depths, locations, and times the procedures were performed. Consultant will provide test results and opinions based on test and field observations only for the work tested. Client understands that testing and observation are not continuous or exhaustive and are conducted to reduce, not eliminate project risk. Client agrees to the level or amount of testing performed and the associated risk. Client is responsible (even if delegated to contractor) for notifying and scheduling LOI so LOI can perform these Services. LOI shall not be responsible for the quality and completeness of contractor's work or their adherence to the project documents, and LOI's performance or testing and observation services shall not relieve contractor in any way from its responsibility for defects discovered in its work, or create a warranty or guarantee. Consultant will not supervise or direct the work performed by contractor or its subcontractors and is not responsible for their means and methods.

SAMPLE DISPOSITION, AFFECTED MATERIALS, AND INDEMNITY. Samples are consumed in testing or disposed of upon completion of tests (unless stated otherwise in the Services), Client shall furnish or cause to be furnished to LOI all documents and information known or available to Client that relate to the identity, location, quantity, nature, or characteristic of any hazardous waste, toxic, radioactive, or contaminated materials ("Affected Materials") at or near the site, and shall immediately transmit new, updated, or revised information as it becomes available. Client agrees that LOI is not responsible for the disposition of Affected Material unless specifically provided in the Services, and that Client is responsible for directing such disposition. In the event that test samples obtained during the Services cannot reasonably be decontaminated, Client shall sign documentation (if necessary), required to ensure the equipment and reasonable disposal costs. LOI shall not be required to sign a hazardous waste manifest or take title to any Affected Materials. Client shall have the obligation to make all spill or release notifications to appropriate governmental agencies. The Client agrees that LOI neither created nor contributed to the creation or existence of any affected materials conditions at the site. Accordingly, Client waives any claim against LOI and agrees to indemnity and save LOI, its agents, employees, and related companies harmless from any claim, liability or defense cost, including attorney and expert fees, for injury or loss sustained by any party from such exposures allegedly arising out of LOI's non-negligent performance of services hereunder, or for any claims against LOI as a generator, disposer, or arranger of Affected Materials under federal, state, or local law or ordinance.

TERMINATION. Either party may terminate this Agreement of the Services upon written notice to the other. In such case, LOI shall be paid costs incurred and fees earned to the date of termination plus reasonable costs for closing the project.

ALTERNATIVE DISPUTE RESOLUTION. This Agreement shall be construed and interpreted solely in accordance with the Laws of the State of Texas. In the event of a dispute arising out of the performance of services by LOI, both Client and LOI agree to Alternative Dispute Resolution (ADR) as the preferred means to settle such dispute in lieu of litigation. The Client and LOI agree to resolve all legal claims through final binding arbitration and waive their right to a trial by jury for any claim.

OWNERSHIP OF DOCUMENTS. Work product, such as reports, logs, data, notes, or calculations, prepared by LOI ENGINEERS shall remain LOI's property. Proprietary concepts, systems, and ideas developed during performance of the Services shall remain the sole property of LOI. Files shall be maintained in general accordance with LOI's document retention policies and practices.

THIRD PARTY RELIANCE. This Agreement and the Services provided are for LOI and Client's sole benefit and exclusive use with no third-party beneficiaries intended. Reliance upon the Services and any work product is limited to Client, and is not intended for third parties. For a limited time period, not to exceed three months from the date on the report, LOI will issue additional reports to others agreed upon with Client; however, Client understands that such additional reports will not be issued until those parties' sign and return LOI Agreement and LOI receives the agreed-upon reliance fee.

PAYMENT. Payment is due upon receipt. Client agrees to pay 18% or $150 per month (late fee) whichever is greater on any remaining unpaid balance after 30 days from the date of the invoice. Client agrees to pay all expenses incurred by LOI in the event any balance past due or contested is placed in a collection agency or given to an attorney for collection.

REPRESENTATIONS. Each party represents that it has full corporate power and authority to enter into this Agreement and to do all things necessary for the performance of the Agreement contemplated herein.

FEE ESTIMATE

Project Name All Inclusive Playground - Lomaland Park

File No. **P25-1-03303**

Task 1: Field Exploration

Description	Quantity	Units	Rate	Fee
Welcome Center	60	lin. ft.	$22.00	$1,320.00
ADA Restrooms	20	lin. ft.	$22.00	$440.00
Parking Lot	20	lin. ft.	$22.00	$440.00
Drop Off Zone	10	lin. ft.	$18.00	$180.00
Drill rig mobilization	1	LS	$450.00	$450.00
Support vehicle	2	LS	$135.00	$270.00
Logger	9	ea	$87.50	$787.50
Project Engineer	2	hour	$95.00	$190.00
Field coordination (utility coord)	5	hour	$87.50	$437.50
Task 1 Total Fee:				**$4,515.00**

Task 2: Laboratory Testing

Description	Quantity	Units	Rate	Fee
Moisture Content	35	ea.	$12.00	$420.00
Sieve Analysis	7	ea.	$55.00	$385.00
Percent Minus 200 sieve	7	ea.	$50.00	$350.00
Atterberg Limits	7	ea.	$55.00	$385.00
HMAC extraction		ea.	$450.00	$0.00
Consolidation Tests		ea.	$325.00	$0.00
Soil Proctor	1	ea.	$300.00	$300.00
CBR	1	ea.	$315.00	$315.00
Project Engineer	2	hour	$95.00	$190.00
Task 2 Total Fee:				**$2,345.00**

Task 3: Engineering Design and Report Preparation

Description	Quantity	Units	Rate	Fee
CAD	5	hour	$75.00	$375.00
Clerical	2	hour	$57.50	$115.00
Project Engineer	8	hour	$115.00	$920.00
Project Manager	2	hour	$155.00	$310.00
Principal Engineer	1	hour	$205.00	$205.00
Miscellaneous Expenses	1	ea.	$100.00	$100.00
Task 3 Total Fee:				**$2,025.00**

TOTAL FEE: $8,885.00

STRUCTURAL ENGINEER

MMSE STRUCTURAL ENGINEERS

MM Structural Engineers. Inc.
3408 Montana Ave.
El Paso, Texas 79903
Office: 915-317-5751
www.mm-engrs.com
Texas Firm Reg. #F-9582

PROPOSAL TO PROVIDE STRUCTURAL ENGINEERING SERVICES

For

CoEP All Abilities Playground
Lomaland Park
715 Lomita Dr.
El Paso, TX 79907

Prepared for

archiPELI
2617 MONTANA AVENUE
EL PASO, TEXAS 79935

Prepared by

MM STRUCTURAL ENGINEERS, INC.
El Paso, Texas

PROPOSAL NO. MM25-124 Rev_4

October 6, 2025

MM Structural Engineers. Inc.
3408 Montana Ave.
El Paso, Texas 79903
Office: 915-317-5751
www.mm-engrs.com
Texas Firm Reg. #F-9582

October 6, 2025

Mr. Fred Perez, AIA
ArchiPELI
2617 Montana Ave
El Paso, TX

Re: All Abilities Playground
Lomaland Park

Dear Mr. Perez,

We are pleased to submit this proposal for Structural Engineering Services for the project referenced above.

Background

It is our understanding a new playground will be constructed at Lomaland Park. In addition to the amenities, a Welcome Center and Restroom facilities will be part of the project.

The Welcome Center facility will have a maximum size of up to 2,000sf and the ADA-compliant restrooms 600sf.

Scope of Work

Our scope of work includes the partial design of the foundation, roof structure, walls, and lateral force resisting system for the proposed Welcome Center and ADA Restrooms. The foundation will likely consist of a mat foundation with a perimeter turndown. The structure will be composed of metal deck over steel structure, supported by load-bearing masonry walls.

Structural Engineering Services

Our services will include the following as appropriate to this project:

A. Schematic Design (30% Complete)

- Attend meetings as required.
- Prepare calculations for principal structural elements.
- Prepare and provide “60% complete” foundation plans with details for the Welcome Center and ADA Restrooms.
- Prepare and provide “60% complete” roof framing plans with details for the Welcome Center and ADA Restrooms.
- Prepare and provide “60% complete” roof framing plans with details for the Welcome Center and ADA Restrooms.
- Prepare and provide “60% complete” plans with details for the exterior walls and lateral force resisting system for each building.
- Prepare and provide “60% complete” specifications for the structural portion of the project.
- Coordinate with other disciplines.

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Fees

Our fees for the defined services will be lump sum amounts as follows:

- Schematic Design (30% Complete) $ 11,841.00

Services will be billed in phases as they are completed.

The fee listed here does not include the design of retaining walls or any foundation elements not listed above.

Additional Services

Additional services will include but are not limited to the following:

- Design of Earth Retaining structures not described in the scope above.
- Design of handrails.
- Design of foundations for light poles.
- Significant changes to the scope of the project.
- Changes to substantially completed work.
- After the selection of the primary structural system, work associated with revising the design and documents to accommodate alternate structural systems.
- Work resulting from corrections or revisions required because of errors or omissions in construction by the contractor or subcontractors.
- Consultation, review, or design associated with temporary crane supports, temporary retention systems and other temporary structural systems required during the construction phase of the project.
- Review and determination of structural fire-resistance requirements.
- Consultation and review of structural members designed by others.
- Work associated with the preparation of documents reflecting as-built conditions.
- Special structural inspection services.
- Additional visits to the site to attend construction meetings and/or observe the construction of the structure.

We will invoice for Additional Services on a timecard basis.

Billing Rates for Additional Services

For billing on a timecard basis, the schedule of hourly billing rates is as follows:

• Principal Engineer	$241
• Project Engineer	$180
• Staff Engineer	$120
• Technician	$100
• Construction Administrator	$ 75
• Secretarial	$ 50

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This proposal is based upon the outlined project scope of services. Major project revisions outside of MM Structural Engineers Inc.'s control or responsibility that require rework of completed work, more extensive work than originally agreed upon, or extension of the contract time will be considered additional services.

If directed by Client to provide additional engineering, design, or management services not covered above, such service shall be provided at the rates outlined herein. A Change Order must be issued in writing with compensation established by this Agreement to effect this change.

Reimbursable Expenses (if applicable)

Direct reimbursable project expenses, when not included in the fee, shall include travel by commercial conveyance, per diem for meals and lodging, supplies for the project, reproduction costs, photography costs, mileage at current Internal Revenue Service (IRS) rates and parking, all of which shall be billed at cost.

Terms and Conditions

This proposal is valid for thirty days.
This proposal is based upon a mutually agreeable work schedule.
MM Structural Engineers Inc. invoices are due within thirty days upon receipt.

Limitation of Liability Warranties

MM Structural Engineers Inc. will perform its services using that degree of care and skill ordinarily exercised under similar conditions by reputable members of our profession practicing in the same or similar locality at the time of service.

Client agrees that MM Structural Engineers Inc. shall provide only the services set out herein and that MM Structural Engineers Inc. makes no warranties, express or implied in our proposal or our oral or written reports, with respect to products or their fitness for a particular purpose. Client agrees to look solely to the warranties made by the contractor and/or manufacturer of said products, including, without limitation, consequential damages arising out of the use of said products.

Any representations, recommendations, opinions, or conclusions relating to the work performed by MM Structural Engineers Inc. must be made in writing by duly authorized MM Structural Engineers Inc. representatives. MM Structural Engineers Inc. will not be bound by any oral representations, recommendations, opinions, or conclusions.

Deliverables

MMSE agrees to deliver the following:

- Plans for each phase in pdf format.
- Field Report for each site visit.

Validity of this Agreement

This agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the services to be rendered to the Client by MM Structural Engineers Inc. and

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contains all of the covenants and agreements between the parties with respect to such transaction in any manner whatsoever. However, if you wish to authorize our services via a separate contract or purchase order, please reference this proposal in said document and forward a copy of the terms and conditions to
us for review.

This agreement includes the terms and conditions attached to this proposal,

Choice of Law/Venue

This agreement shall be governed by and construed in accordance with the laws of the State of Texas and is performable in El Paso, Texas.

Sincerely,



Moises Macias, P.E.
President
MM Structural Engineers
+1 915 317 5751
Email: macias@mm-engrs.com

Acceptance

The terms and conditions of this proposal are accepted on this 15

day of DECEMBER, 2025.

archiPELI
2617 MONTANA AVENUE
EL PASO, TEXAS 79935

By: BLACK STALLION CONTRACTORS INC.

Name: HECTOR LUNA

Title: PRESIDENT

Date: 12/15/2025

Task Description	Principal Engineer		Project Engineer		Staff Engineer		Project Manager		Technician		Secreterial		Totals
	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate	
		$241.00		$180.00		$120.00		$180.00		$100.00		$50.00	
1 Schematic Design Phase (30%)													
Attend Meetings	4	$964.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	$964.00
Prepare and Provide 60% foundation plans	6	$1,446.00	0	$0.00	0	$0.00	0	$0.00	12	$1,200.00	0	$0.00	$2,646.00
Prepare and provide 60% roof framing plans	8	$1,928.00	0	$0.00	0	$0.00	0	$0.00	18	$1,800.00	0	$0.00	$3,728.00
Prepapre and provide 60% wall , LFRS plans & specs	4	$964.00	0	$0.00	0	$0.00	0	$0.00	16	$1,600.00	0	$0.00	$2,564.00
Coordinate with other disciplines	5	$1,238.74	0	$0.00	0	$0.00	0	$0.00	7	$700.00	0	$0.00	$1,938.74
TOTAL	**9**	**$2,202.74**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**23**	**$2,300.00**	**0**	**$0.00**	**$11,840.74**
2 Pre-Final Design Phase (60%)													
	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	$0.00
	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	$0.00
	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	$0.00
	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	$0.00
	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	$0.00
	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	$0.00
Subtotal	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**$0.00**
3 Pre-Final Design Phase (90%)													
	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	$0.00
	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	$0.00
	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	$0.00
	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	$0.00
	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	$0.00
	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	$0.00
Subtotal	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**$0.00**
4 Final Construction Documents (100%)													
	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	$0.00
	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	$0.00
	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	$0.00
	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	$0.00
	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	$0.00
	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	$0.00
Final Phase Subtotal	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**$0.00**
Subtotal			**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**			**0**	**$0.00**	
B. CONSTRUCTION ADMIN. PHASE													
	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	$0.00
	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	$0.00
	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	$0.00
	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	$0.00
	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	$0.00
	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	$0.00
	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	$0.00
Construction Phase Subtotal	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**$0.00**
TOTAL ALL PHASES	**9**	**$2,202.74**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**23**	**$2,300.00**	**0**	**$0.00**	**$11,840.74**

MECHANICAL – ELECTRICAL - PLUMBING

ARETE ENGINEERING, LLC

Proposal

Alberto Hernandez-Berdan, PE
Hector Luna
Black Stallion Contractors LLC
5706 Doniphan Dr.
El Paso, Texas 79932

October 06, 2025

RE: All Abilities Playground 30% Proposal– Lomaland Park – 715 Lomita Dr. El Paso Texas 79907

Dear Mr. Luna

It is with great pleasure that we present to you with this proposal based on the 30% SOW for the renovations of the existing park located at 715 Lomita Dr. in El Paso Texas 79907. It is our understanding this proposal is for the first 30% of the SOW for the project will consists of additional playground area for ADA children, a 1,500 – 2,000SF single story welcome center building and 600SF restrooms. This proposal includes:

- Coordination with Utility company for Electrical, Water, Sewer, and Gas services. Layout of existing and any demolition to adapt for new project.
- Lighting Plan 50%, MEP Engineering at 50% and utility plans coordination with civil engineer.
- MEP design for Welcome Center and Restroom Area to include lighting, power, hvac, plumbing, schedules, and any energy report required.
- Analys and report of Information Data, to includes, design of CCTV, IT and control access as required.
- 50% Lighting and power requirements for new parking lot and pathway throughout the park.
- Complete Signed and Sealed Electrical Construction Document in PDF, specifications will be included.

The proposal below includes a complete systems design as described above to meet all code requirements. The basic services fee for this shall be as described below to include of the services outline above:

MEP Design Engineering:		$ 6,800.00
MEP Specifications		$ 950.00
	Total	$ 7,750.00

Exclusions: This proposal excludes Land and Property Survey, PSB Utility Development Agreement, Sanitary Sewer Profiles of Pipes and/or Manholes to include but not limited to storm drain, Existing Sanitary Sewer Profiles Inspections, Utility application coordination which is the contractor/owner's responsible for any fees, applications, and/or coordination., LEED and Energy Management Certification Document, , Sanitary Septic System, Fire Sprinkler Design, Special Sport Lighting Design, Lighting Controls, Energy Management Systems, Fire Alarm System, Construction Management, Construction Administration, Specification, Irrigation System Design, Energy Audits, Permit Fees and LEED Documentation.

Supplementary Additional Engineering Services that can be provided upon request: (Not included under this contract): CCTV Design, IT Network Design, Control Access Design, Intrusions Design, Fire Alarm Design, Landscaping Design, Utility Development Agreements, Sanitary Sewer Profile Engineering, Selective Coordination Study Report, Certified Pool Design, Grounding/Bonding Design, Lightning Design.

Contract Administration Included: 6 Construction Meetings, RFI and Submittal Response, 4 site inspections during construction, puch list for 50%, 75% and 100% as required.

Additional Services

Alteration and deviation from the above scope of work will be additional service at a hourly rate as follows:

Professional Engineer	$150.00
Design Engineer	$100.00
Designer	$80.00
CAD Operator	$40.00
Administrative	$30.00

Payment Agreement: The following progressive method of payment will be required:

50% Notice to Proceed Retainer
100% At Plans submittal and pproval



_____
Marcos Castillo

The above price, specification and conditions are hereby accepted. You are authorized to the work as specified in this proposal and general terms and conditions attached.

Signature: _____ Date: _____

Please review this proposal and contact me if you have any questions or concerns, thank you in advance and I look forward to working you and your firm.

ALL ABILITIES PLAYGROUND DESIGN BUILD

September 22, 2025

Task Description	Profesional Engineer		Design Engineer		Designer		Cad Operator		Administrative		Totals
	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate	
		$150.00		$100.00		$80.00		$40.00		$30.00	
1 Schematic Design Phase (30%)											
Contract Review and Coordination	2	$300.00	2	$200.00	2	$160.00	2	$80.00	2	$60.00	$800.00
Design Team Kick Off Meeting	1	$150.00	2	$200.00	1	$80.00	1	$40.00	0	$0.00	$470.00
Site Visit and Investigation	1	$150.00	2	$200.00	2	$160.00	1	$40.00	0	$0.00	$550.00
Utility Coordination	1	$150.00	1	$100.00	2	$160.00	1	$40.00	1	$30.00	$480.00
Site Lighting Design	1	$150.00	1	$100.00	2	$160.00	4	$160.00	0	$0.00	$570.00
Owner Comment Coordination & Meeting	2	$300.00	2	$200.00	2	$160.00	2	$80.00	2	$60.00	$800.00
Team Collaborative Coordination	2	$300.00	2	$200.00	2	$160.00	2	$80.00	2	$60.00	$800.00
Electrical Engineering	2	$300.00	2	$200.00	3	$240.00	4	$160.00	1	$30.00	$930.00
Mechanical Engineering	2	$300.00	2	$200.00	3	$240.00	4	$160.00	1	$30.00	$930.00
Plumbing Engineering	2	$300.00	2	$200.00	2	$160.00	4	$160.00	1	$30.00	$850.00
Specifications	1	$150.00	3	$300.00	1	$80.00	1	$40.00	0	$0.00	$570.00
TOTAL	**17**	**$2,550.00**	**21**	**$2,100.00**	**22**	**$1,760.00**	**26**	**$1,040.00**	**10**	**$300.00**	**$7,750.00**
TOTAL ALL PHASES	**17**	**$2,550.00**	**21**	**$2,100.00**	**22**	**$1,760.00**	**26**	**$1,040.00**	**10**	**$300.00**	**$7,750.00**

GENERAL TERMS & CONDITIONS

All sales of engineering services, design services, detail drawing services, consulting and training services, inspection and analysis services, and testing services by Arete Engineering, LLCs, (collectively referred to herein as "Engineering Services") are subject to the following terms and conditions. All proposals, quotations or acknowledgments issued by Arete Engineering, LLC are an offer to sell Engineering Services pursuant to these terms and conditions. Arete Engineering, LLC objects to any additional or different terms contained in any documentation submitted by Customer. No waiver or modification of these terms and conditions shall be binding on ARETE ENGINEERING, LLC unless authorized in writing by ARETE ENGINEERING, LLC.

SCOPE. The scope of work for the Engineering Services to be provided to Customer is specifically set forth in the proposal, quote, or acknowledgment submitted to Customer by ARETE ENGINEERING, LLC. If Customer requests a change in the scope of the Engineering Services to be provided, ARETE ENGINEERING, LLC reserves the right to revise delivery schedules and make an equitable adjustment to the price. Customer acknowledges and agrees that ARETE ENGINEERING, LLC is providing the Engineering Services only and is not providing or participating in the provision of any product(s). ARETE ENGINEERING, LLC will not be obligated to provide any services which are (a) outside of the scope defined in the applicable documentation; (b) outside its area of expertise; or (c) in violation of any applicable laws, codes or regulations.

CUSTOMER OBLIGATIONS. Customer shall make available in a timely manner at no charge to ARETE ENGINEERING, LLC all drawings, technical data, measurements, and other information and resources reasonably required by ARETE ENGINEERING, LLC for the performance of the Engineering Services. Customer will be responsible for and assumes the risk of any problems resulting from the content, accuracy, completeness and consistency of all such data, materials and information supplied by Customer.

PRICES/TAXES. Unless otherwise stated or agreed, ARETE ENGINEERING, LLC's prices do not include sales, use, or similar taxes. Taxes, fees, costs of permits or licenses, etc. related to the Engineering Services and levied against ARETE ENGINEERING, LLC will be considered reimbursable expenses to be paid by Customer.

TIME AND MATERIALS. Charges for Engineering Services that are conducted on a Time and Materials basis will be according to the attached Rate Schedule. Overtime costs will be added for Customer-requested overtime of non-professional (below engineering level) personnel. Overtime is defined as work in excess of 8 hours per day or 40 hours per week. Time spent preparing for or participating in legal proceedings will be billed at 150% of the rates given in the Rate Schedule.

The labor hours required to perform the Engineering Services will be recorded on a time sheet by the individual performing the services. Labor hours will be recorded to the nearest quarter hour. Actual hours worked will be recorded for Engineering Services performed in ARETE ENGINEERING, LLC's or Customer's offices. On international projects, the labor hours spent in obtaining visas, medical certifications, inoculations, etc. also will be recorded. Travel time will be recorded portal-to-portal, home office.

PAYMENT TERMS. Customer shall be responsible for timely payment of invoices, regardless of any agreement that Customer may make regarding cost sharing with other parties. Invoices will normally be submitted every four weeks, in U.S. Dollar amounts, for charges accrued during the previous four weeks. Standard payment terms are net 30 days for creditworthy customers. Payment must be made in U.S. Dollars by check or order drawn on a U.S. bank; or, subject to ARETE ENGINEERING, LLC approval, on a foreign bank having a corresponding agreement with a U.S. Bank. Any bank charges made to process an instrument will be considered a reimbursable expense. Payments not received within 90 days will incur a 5% finance charge per month until the payment is made, unless parties agree otherwise. ARETE ENGINEERING, LLC reserves the right to stop work on projects where payment is past due.

LIMITED WARRANTY. ARETE ENGINEERING, LLC will provide the Engineering Services in accordance with generally accepted professional engineering practices using reasonable care and skill consistent with that ordinarily exercised by members of the profession under similar conditions. However, due to the nature of the Engineering Services being provided, ARETE ENGINEERING, LLC cannot fully guarantee the success of Customer's project. As such, except as set forth

in this Section, ARETE ENGINEERING, LLC makes no warranties or guarantees, whether express, implied, or statutory, regarding or relating to the Engineering Services furnished under this Agreement. ARETE ENGINEERING, LLC specifically disclaims all implied warranties of merchantability and fitness for a particular purpose with respect to the Engineering Services.

REMEDY FOR BREACH OF THE LIMITED WARRANTY. The parties acknowledge and agree that the Engineering Services are being provided by ARETE ENGINEERING, LLC with the expectation that ARETE ENGINEERING, LLC is not assuming any financial or operational risks of the Customer. In the event ARETE ENGINEERING, LLC commits an error with respect to, or incorrectly performs the Engineering Services, ARETE ENGINEERING, LLC shall use commercially reasonable efforts to correct such error or re-perform such Engineering Services at no cost to Customer. Customer acknowledges that its sole and exclusive remedy, and ARETE ENGINEERING, LLC's sole and exclusive liability, for any defect or error in the Engineering Services shall be correction, re-performance or substitution of such services by ARETE ENGINEERING, LLC.

DELIVERY/FORCE MAJUERE. ARETE ENGINEERING, LLC shall have no liability for delays or any other breach of its obligations resulting from an Act of God, war, riot, explosion, accident, act of government, work stoppage, default of subcontractor or supplier of materials, or any other cause beyond the reasonable control of ARETE ENGINEERING, LLC.

CANCELLATION, SUSPENSION OR DELAY. Customer may cancel an order for Engineering Services upon written notice to ARETE ENGINEERING, LLC and payment of an agreed upon cancellation charge, which shall include all costs incurred by ARETE ENGINEERING, LLC prior to the cancellation plus a reasonable profit. A purchase order may be suspended or delayed by Customer with ARETE ENGINEERING, LLC's prior written consent. If ARETE ENGINEERING, LLC agrees to a suspension or delay, Customer shall reimburse ARETE ENGINEERING, LLC for all costs incurred up to the date of such suspension or delay, plus a reasonable profit. All other costs related to and risks incidental to resumption of the Services shall be borne by Customer.

DOCUMENTATION. Except as otherwise specifically set forth in the scope of work provided as part of the proposal or quotation, all documents, including drawings, specifications, computer files, electronic media, data, engineering calculations, notes, and other documents and instruments prepared or furnished by ARETE ENGINEERING, LLC (collectively the "Documentation") are the property of ARETE ENGINEERING, LLC and shall not be considered works for hire. ARETE ENGINEERING, LLC shall retain all common law, statutory and other reserved rights, including copyright, applicable to the Documentation. The Documentation is not intended or represented to be suitable for use on any other project. Any reuse of the Documentation without written verification or adaptation by ARETE ENGINEERING, LLC for the specific purpose intended is prohibited and will be at Customer's sole risk and without liability or legal exposure to ARETE ENGINEERING, LLC. Customer agrees to defend, indemnify and hold ARETE ENGINEERING, LLC harmless against all claims, damages, losses, and expenses (including reasonable attorneys' fees) arising from or in any way connected with the unauthorized use or modification of the Documentation by Customer or any person or entity that acquires or obtains the Documentation from or through Customer without the written authorization of ARETE ENGINEERING, LLC.

HARDWARE. Except as otherwise specifically set forth in the scope of work provided as part of the proposal or quotation, any tools, hydraulic equipment, instrumentation, structural steel, or other hardware (collectively the "Hardware") that is purchased for conducting the Engineering Services are the property of ARETE ENGINEERING, LLC. Customer-owned hardware or test samples shall be removed from ARETE ENGINEERING, LLC premises within 90 days of the completion of the Engineering Services at the sole cost and expense of the Customer. Hardware or test samples that remain after 90 days shall incur storage fees as given in the Rate Schedule.

INTELLECTUAL PROPERTY RIGHTS. Each party shall retain ownership of all intellectual property it had prior to commencement of the Engineering Services. Except as otherwise set forth on the scope of work, Customer shall own the rights to all discoveries, improvements, and inventions conceived of or made by ARETE ENGINEERING, LLC that are a direct result of the Engineering Services performed for Customer. At Customer's request and expense, ARETE ENGINEERING, LLC shall execute all papers and deliver to Customer all data and other information, and perform other acts as Customer may require, to assign and transfer all ARETE ENGINEERING, LLC's right, title and interest therein to Customer and to enable Customer to apply for, obtain, and enforce patent protection thereon. Time and expenses incurred by ARETE ENGINEERING, LLC in connection therewith shall be paid by Customer.

INDEMNITY. Customer will defend, indemnify, and hold ARETE ENGINEERING, LLC harmless from all claims, damages, losses, and expenses (including reasonable attorneys' fees) arising out of the provision of the Engineering Services by ARETE ENGINEERING, LLC under this Agreement, including claims related to ARETE ENGINEERING, LLC's use of Customer supplied drawings, measurements, data, or any other information provided by Customer that is used in

performing the Engineering Services. However, in no event shall Customer be liable under this provision for claims arising out of the sole negligence or willful misconduct of ARETE ENGINEERING, LLC.

COMPLIANCE WITH LAWS. The parties agree to comply with all applicable federal, state, or local laws in connection with the Engineering Services being provided pursuant to this Agreement.

GOVERNING LAW. The relationship between Customer and ARETE ENGINEERING, LLC shall be governed by the laws of the State of Texas, United States of America, and the parties agree that the United Nations Convention on Contracts for the International Sale of Goods shall not apply.

EXPORT CONTROL. In the event that U.S. or local law requires export authorization for the export or re-export of any technology included or associated with the Engineering Services being provided, then no delivery can be made until such export authorization is obtained, regardless of any otherwise promised delivery date. In the event that any required export authorization is denied, ARETE ENGINEERING, LLC will be relieved of any further obligation relative to the sale and/or delivery of the Services subject to such denial without liability of any kind relative to Customer or any other party. ARETE ENGINEERING, LLC will not comply with boycott related requests except to the extent permitted by U.S. law and then only at ARETE ENGINEERING, LLC's sole discretion.

ASSIGNMENT. Customer may not assign the Agreement between ARETE ENGINEERING, LLC and Customer without the prior written consent of ARETE ENGINEERING, LLC.

THIRD-PARTY BENEFICIARIES. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against ARETE ENGINEERING, LLC. ARETE ENGINEERING, LLC's Engineering Services are being performed solely for Customer's benefit, and no party or entity shall have any claim against ARETE ENGINEERING, LLC because of this Agreement or the performance or nonperformance of the Engineering Services.

INDEPENDENT CONTRACTORS. Each party will be and act as an independent contractor and not as an agent or partner of, or joint venture with, the other party for any purpose related to this Agreement or the transactions contemplated by this Agreement, and neither party by virtue of this Agreement will have any right, power, or authority to act or create any obligation, expressed or implied, on behalf of the other party.

ENTIRE AGREEMENT. This Agreement represents the entire and integrated Agreement between Customer and ARETE ENGINEERING, LLC and supersedes all prior negotiations, representations, or agreements either written or oral. This Agreement may be amended only by written instrument signed by both Customer and ARETE ENGINEERING, LLC.

LIMITATION OF LIABILITY. ARETE ENGINEERING, LLC's liability for a claim of any kind arising out of the Engineering Services provided pursuant to this Agreement shall in no case exceed the price paid by Customer or as previously agreed in writing with the customer. In no event shall ARETE ENGINEERING, LLC be liable for any special, indirect, incidental, or consequential damages, including loss of profits or business interruption or loss of use of equipment, however caused, arising from the Engineering Services provided pursuant to this Agreement.

DISPUTE RESOLUTION. All claims or disputes of any kind arising out of the relationship between Customer and ARETE ENGINEERING, LLC shall be submitted to mediation prior to filing suit. The language to be used in mediation shall be English. Any action filed between the parties after unsuccessful mediation shall be filed in the state or federal courts in and for El Paso County, Texas. The prevailing party shall be entitled to recover its costs, including reasonable attorneys' fees.

ARCHITECTURE

ArchPELI

October 6, 2025

Mr. Hector Luna, President
Black Stallion Contractors
5825 Onix
El Paso, TX 79912

RE: **All-Abilities Playground @ Lomaland Park (4.8-acre development)**
El Paso, TX 79907

Rev. (3) DESIGN FEE PROPOSAL

Mr. Luna;

We are pleased to provide this proposal and are confident that we at **archiPELI** will provide you with the architectural design services required by you for this significant project. Hector, we are 100% invested in this project and are confident ***we*** can achieve successful completion and look forward to future projects like this.

We submit our fee proposal as follows.

- **SCOPE OF WORK**

archiPELI will provide the following preconstruction services:
Provide architectural site plan in coordination with the landscape architects layout.
Preliminary floor plans and exterior elevations of the Welcome Center and Restrooms.
Architectural renderings of the Welcome center. ✓

archiPELI will provide the following Construction Document services:
Coordination of the various disciplines needed to complete the project; however, we are not liable for errors committed by the various team players.
The Construction Documents Phase will include the following,
Schematic Design Phase (30%), Architectural only.
All architectural items that are required by the CoEP for a 60% complete set of documents. ✓
Structural Engineering is not part of this proposal.
Architectural specifications manual.

- **FEES**

Our Fee for the defined services above will be for a lump sum of **Twenty thousand four-hundred forty and 00/100 Dollars ($ 20,440.00),** which is 30% Schematic Design Phase (architectural only). Payments are due upon receipt of the Invoice or within a maximum of thirty days from the date of our invoice for the project to continue within schedule and without interruption due to

non-payment.

♦ ADDITIONAL SERVICES

Additional services will include but are not limited to the following:

- Significant changes to the scope of the project.
- Changes to substantially completed work.
- Work resulting from corrections or revisions required because of errors or omissions in construction. by the contractor or subcontractors.
- Our hourly rates are included as attachment “A”.

♦ REIMBURSABLE ITEMS (if applicable)

The following items will be considered reimbursable and billed to you at cost plus 20%.

- Reproduction for bidding, permitting & regulatory approval (except for day-to-day coordination).
- Travel (if outside El Paso County), per diem, mileage, meals and lodging.
- Overnight packages (i.e. Federal Express, UPS, etc.).
- TDLR registration, plan review and inspection fee.

♦ ITEMS NOT INCLUDED

The following items are not part of our proposal:

- Building permit fees or permit application fees.
- Asbestos Abatement Report.
- Geotechnical Report.
- Topographic survey.
- TDLR registration, plan review and inspection fee.
- Structural Engineering.
- Civil Engineering.
- MEP Engineering.
- Landscape or Irrigation plans.
- Resident Project Representative.
- Zoning and platting.
- Detailed Site Development Plan. (archiPELI will provide architectural plans to the civil engineer only) ✓
- Errors & Omissions Liability for project engineers not under this contract.

♦ COMPLETION TIME

Mr. Luna, we are committed to performing in a whole *team* effort and the time frame will begin when you give us a written NTP. This proposal is based upon the scope in the outlined project’s *scope of services*. Major project revisions outside of **archiPELI’s** control that require rework of completed work, more extensive work than originally agreed upon, or extension of the contract time, will be considered additional services.

♦ TERMS AND CONDITIONS

- This proposal is valid for 30 days.
- This proposal is based upon a mutually agreeable work schedule.
- Invoices are due upon receipt or within a maximum of thirty days of Invoice date

(unless other mutually agreed terms).

- **LIMITATION OF LIABILITY WARRANTIES**

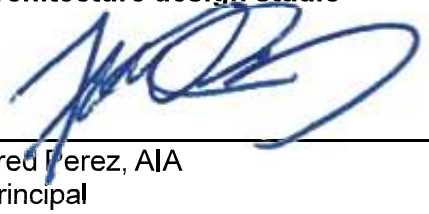
  archiPELI will perform its services using that degree of care and skill ordinarily exercised under similar conditions by reputable members of our profession practicing in the same or similar locality at the time of service.

- **CHOICE OF LAW/VENUE**

  This agreement shall be governed by and construed in accordance with the laws of the State of Texas and is performable in El Paso, Texas.

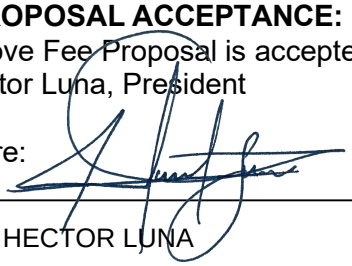
Respectfully Submitted,

aP,
architecture design studio



Fred Perez, AIA
Principal

FEE PROPOSAL ACCEPTANCE:
The above Fee Proposal is accepted on this 15 day of DECEMBER, 2025.
Mr. Hector Luna, President



Signature: _____

Name: HECTOR LUNA

Title: PRESIDENT

STATEMENT OF CERTIFICATION

The Texas Board of Architectural Examiners, P.O. Box 12337, Austin, Texas 78711-2337 or 333 Guadalupe, Suite 2-350, Austin, Texas 78701-3942, (512) 305-9000, has jurisdiction over individuals licensed under the Architects' Registration Law, Texas Civil Statutes, Article 249a.

Task Description	Architect		Intern Architect		Project Manager		CADD Technician		Garphic Designer		Secreterial		Totals
	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate	
		$205.00		$140.00		$125.00		$105.00		$65.00		$75.00	
1 Schematic Design Phase (30%)													
Site Visit and Investigation	2	$410.00	2	$280.00	2	$250.00	2	$210.00	0	$0.00	0	$0.00	$1,150.00
Design Team Kick Off Meeting	2	$410.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	$410.00
Graphic Designer	0	$0.00	0	$0.00	0	$0.00	0	$0.00	48	$3,120.00	0	$0.00	$3,120.00
Schematic Design - BUILDING	8	$1,640.00	24	$3,360.00	18	$2,250.00	44	$4,620.00	0	$0.00	22	$1,650.00	$13,520.00
Public Outreach	2	$410.00	2	$280.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	$690.00
Owner Comment Coordination & Meeting	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	2	$150.00	$150.00
Team Collabortaive Coordination	2	$410.00	2	$280.00	4	$500.00	2	$210.00	0	$0.00	0	$0.00	$1,400.00
TOTAL	**16**	**$3,280.00**	**30**	**$4,200.00**	**24**	**$3,000.00**	**48**	**$5,040.00**	**0**	**$0.00**	**24**	**$1,800.00**	**$20,440.00**
2 Pre-Final Design Phase (60%)													
BUILDING Design	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	$0.00
Project Cover Sheet	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	$0.00
Public Outreach	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	$0.00
Owner Comment Coordination & Meeting	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	$0.00
Construction Phasing Coordination	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	$0.00
Team Collabortaive Coordination	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	$0.00
Subtotal	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**$0.00**
3 Pre-Final Design Phase (90%)													
BUILDING Design	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	$0.00
Project Cover	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	$0.00
Public Outreach	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	$0.00
Owner Comment Coordination & Meeting	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	$0.00
Construction Phasing Coordination	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	$0.00
Team Collabortaive Coordination	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	$0.00
Subtotal	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**$0.00**
4 Final Construction Documents (100%)													
BUILDING Design	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	$0.00
Project Cover	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	$0.00
Public Outreach	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	$0.00
Owner Comment Coordination & Meeting	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	$0.00
Construction Phasing Coordination	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	$0.00
Team Collabortaive Coordination	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	$0.00
Final Phase Subtotal	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**$0.00**
Subtotal			**30**						**0**	**$0.00**			
B. CONSTRUCTION ADMIN. PHASE													
Attend Pre-Construction Conference	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	$0.00
Review Shop Drawings	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	$0.00
RFI Coordination	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	$0.00
Submittal Review	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	$0.00
Architectural Supplemantal Information (ASI)	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	$0.00
1-Year Warranty Inspection & Report	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	$0.00
Record (As-Built) Drawing Preparation	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	$0.00
Construction Phase Subtotal	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**0**	**$0.00**	**$0.00**
TOTAL ALL PHASES	**16**	**$3,280.00**	**30**	**$4,200.00**	**24**	**$3,000.00**	**48**	**$5,040.00**	**0**	**$0.00**	**24**	**$1,800.00**	**$20,440.00**

LANDSCAPE ARCHITECTS

GREENWAY STUDIO

October 6, 2025

Black Stallion
5450 Hurd Place, Suite E
El Paso, TX 79912
Attn: Hector Luna

Re: Landscape Architectural Services for the new All Abilities Playground at Lomaland Park – El Paso, TX

Mr. Luna,

Thank you again for the opportunity to work with Black Stallion Contractors and the Capital Improvement's Department to provide landscape architectural and irrigation design services. We always appreciate and enjoy working with you under similar projects. The new All Abilities Playground at Lomaland Park will consist of approximately four and a half-acres areas on which the playground complex will be implemented.

The all-abilities playground will be designed adjacent to and integrated within the existing park trail, sport courts and access area to provide continued access through a new designated parking lot and drop-off point where access will be given to the playground structures, by means of walkways and a combination of poured in place rubber surfacing and engineered wood fibers. Within the various areas we have planned to integrate landscape and shade trees to cool off the various spaces. The playground area will feature various playground structures for age groups 2-5 and 5-12 year-olds, consisting of various interactive sensory play zones, active zones, quiet zones, and elevated play accessible to all abilities. Amenities will also consist of shade structures, and various site furniture to include benches, pic-nic tables, bike racks and trash receptacles. The new playground footprint will have an automatic irrigation system, while various affected areas of the park will need to undergo modifications and extensions to account for the existing trees, shrubs, and general landscape areas. The repair and replacement of grass or other landscape surfacing has also been accounted for in areas of disturbance.

Within our services we have planned for two Open-House meetings with the public and where renderings will be provided along with a power-point presentation. The conceptual render will be based on one (1) schematic layout planned and render to be developed during the schematic design phase and used in public meetings. Our services will also include various rendered site perspectives, elevations, and plant material presentations. We have accounted for a phased design process, with a total of sixty-two (62) sheets at a minimum required 1" = 20'scale.

LANDSCAPE AND IRRIGATION DESIGN PLANS
The design will include a Schematic Design Layout at which point we will include a playground master plan along with manufacturer provided 3-D playground graphics. Shortly after we will move through with a fast-paced design approach to swiftly work into the 30% Schematic Design Phase, as noted in the RFQ. We anticipate weekly meetings to

discuss design progress and contractor comments, and we have also included time for coordination with the City of El Paso, and El Paso Parks and Recreation.

We anticipate that signed and sealed construction documents will be included in a separate purchase order to be approved at a later date. This task includes digital file PDFs and a design progress as described below:

- **Schematic Design 30% Phase**
  - Site Visit and Investigation
  - Review Meeting at Client's Request
  - Schematic Site Layouts
  - Digital PDF Copy of Design Plans
    - 80% Cover Sheet
    - 50% Landscape Demolition Plans
    - 50% Construction Notes
    - 60% Construction Details
    - 60% Accessibility Strategy Diagram
    - 90% Playground Equipment Layout
    - 50% Wayfinding & Signage Plan
    - 60% Landscape Plans
    - 60% Landscape Details
    - 60% Irrigation Plans
    - 60% Irrigation Details
    - 60% Construction Phasing Plans
  - Specification Outline & List
  - Opinion of Probable Cost
  - Public Meeting (2)
  - Rendering Presentation and Plant Palette Exhibits
  - Weekly Collaboration Meetings

TOTAL LANDSCAPE ARCHITECTURAL FEES: $ 199,760.00 LUMP SUM,

Payments are due upon receipt of the invoice or within a maximum of thirty days from the date of our invoice. This proposal does not include landscape architectural construction documents, construction administration, accessibility specialist services or a third-party playground audit, however, these may be requested and invoiced on a time and materials basis. If this proposal is acceptable, please sign and return an executed original. Should the proposal not be signed and digital files for the project be received, this will constitute acceptance of this proposal.

If you have any questions, please feel free to contact us at 915-215-9488.

Sincerely,

David A. Parra, RLA, CNU-A, ASLA
Principal - Landscape Architect

Greenway Studio, LLC
817 Olive Avenue
El Paso, Texas 79901
www.greenway-studio.com

Accepted by: _____ Date: _____

Re: LANDSCAPE ARCHITECTURAL HOURLY RATE SCHEDULE

LANDSCAPE ARCHITECTURAL
HOURLY RATE SCHEDULE 2025

GREENWAY STUDIO

Principal		Landscape Architect		Rendering & Graphics Specialist		Project Manager/Licensed Irrigator		Landscape/Irrigation Designer		Administrative Assistant	
Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate	Hours	Rate
	$175.00		$165.00		$95.00		$105.00		$85.00		$70.00

Accepted by: _____ Date: _____

COEP ALL ABILITIES PLAYGROUND DESIGN BUILD AT LOMALAND PARI

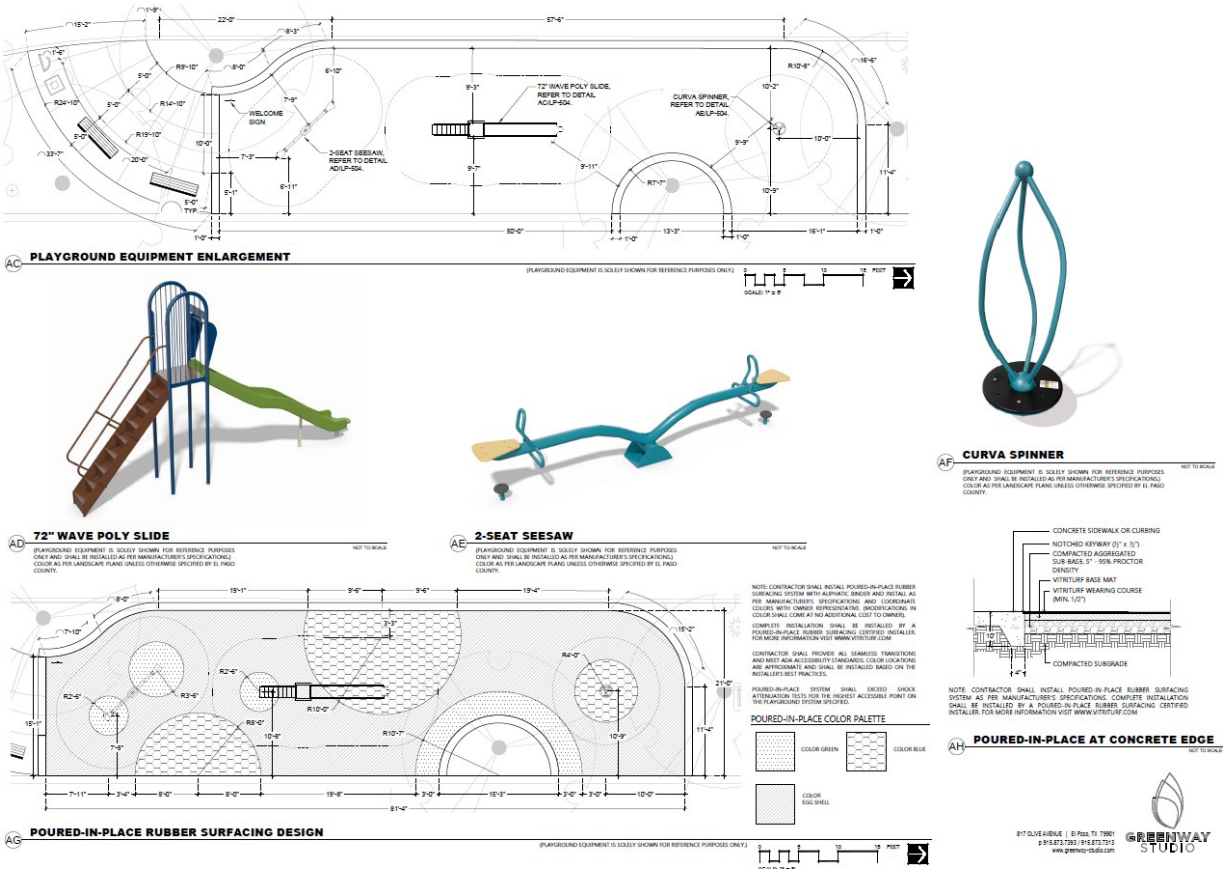
LA FEE SCHEDULE

October 6, 2025

GREENWAY STUDIO

Task Description	Principal Hours	Principal Rate	Landscape Architect Hours	Landscape Architect Rate	Rendering & Graphics Specialist Hours	Rendering & Graphics Specialist Rate	Project Manager/Licensed Irrigator Hours	Project Manager/Licensed Irrigator Rate	Landscape/Irrigation Designer Hours	Landscape/Irrigation Designer Rate	Administrative Assistant Hours	Administrative Assistant Rate	Totals
		$175.00		$165.00		$95.00		$105.00		$85.00		$70.00	
A. LANDSCAPE ARCHITECTURAL													
1 Schematic Design Phase (30%)													
Site Visit and Investigation	0	$0.00	3	$495.00	0	$0.00	3	$315.00	0	$0.00	0	$0.00	$810.00
Design Team Kick Off Meeting	0	$0.00	3	$495.00	0	$0.00	3	$315.00	3	$255.00	0	$0.00	$1,065.00
Geotechnical / Soils Test Analysis	0	$0.00	1	$165.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	$165.00
Schematic Site Layouts and Design	0	$0.00	100	$16,500.00	0	$0.00	85	$8,925.00	250	$21,250.00	0	$0.00	$46,675.00
Project Cover Sheet	0	$0.00	0	$0.00	0	$0.00	0	$0.00	5	$425.00	6	$420.00	$845.00
General, Landscape, Construction & Irrigation	0	$0.00	2	$330.00	0	$0.00	0	$0.00	8	$680.00	0	$0.00	$1,010.00
Landscape Plans	0	$0.00	15	$2,475.00	0	$0.00	10	$1,050.00	60	$5,100.00	0	$0.00	$8,625.00
Hardscape Plans	0	$0.00	0	$0.00	0	$0.00	10	$1,050.00	52	$4,420.00	0	$0.00	$5,470.00
Irrigation Plans	0	$0.00	0	$0.00	0	$0.00	20	$2,100.00	90	$7,650.00	0	$0.00	$9,750.00
Wayfinding Design Plans	0	$0.00	28	$4,620.00	0	$0.00	24	$2,520.00	150	$12,750.00	0	$0.00	$19,890.00
Demolition Plans	0	$0.00	0	$0.00	0	$0.00	5	$525.00	30	$2,550.00	0	$0.00	$3,075.00
General, Landscape, & Irrigation Details	0	$0.00	0	$0.00	0	$0.00	5	$525.00	6	$510.00	0	$0.00	$1,035.00
Construction Details	0	$0.00	55	$9,075.00	0	$0.00	15	$1,575.00	100	$8,500.00	0	$0.00	$19,150.00
Playground - Enlargement & Details / PIP Desi	0	$0.00	10	$1,650.00	0	$0.00	10	$1,050.00	60	$5,100.00	0	$0.00	$7,800.00
Shade Canopy Enlargement & Details	0	$0.00	0	$0.00	0	$0.00	5	$525.00	25	$2,125.00	0	$0.00	$2,650.00
Section & Elevation Details	0	$0.00	0	$0.00	0	$0.00	6	$630.00	65	$5,525.00	0	$0.00	$6,155.00
Opinion of Probable Cost	0	$0.00	0	$0.00	0	$0.00	0	$0.00	8	$680.00	10	$700.00	$1,380.00
Outline of Specifications	0	$0.00	0	$0.00	0	$0.00	2	$210.00	0	$0.00	6	$420.00	$630.00
Consultant QAQC Coordination	0	$0.00	35	$5,775.00	0	$0.00	24	$2,520.00	60	$5,100.00	0	$0.00	$13,395.00
Conceptual Renderings &Plant Palette Presen	0	$0.00	12	$1,980.00	180	$17,100.00	0	$0.00	30	$2,550.00	0	$0.00	$21,630.00
Public Outreach	6	$1,050.00	0	$0.00	0	$0.00	6	$630.00	0	$0.00	0	$0.00	$1,680.00
Owner Comment Coordination & Meeting	0	$0.00	15	$2,475.00	0	$0.00	15	$1,575.00	15	$1,275.00	0	$0.00	$5,325.00
Construction Phasing Coordination	6	$1,050.00	0	$0.00	0	$0.00	6	$630.00	0	$0.00	0	$0.00	$1,680.00
Team Collabortaive Coordination	40	$7,000.00	40	$6,600.00	0	$0.00	33	$3,465.00	33	$2,805.00	0	$0.00	$19,870.00
TOTAL	**52**	**$9,100.00**	**312**	**$51,480.00**	**180**	**$17,100.00**	**281**	**$29,505.00**	**1047**	**$88,995.00**	**22**	**$1,540.00**	**$199,760.00**

Playground – Enlargement & Details / PIP Design - This task will require us to show enlargements of the playground to include fall zones, general dimensioning, concrete form radiuses, show clearances, and include the poured in place rubber surfacing (PIP) design. Within the PIP our intention is to include desert animal figures to match the play structures and color code the various play zone activities. We will work these conceptually between the designers and project managers before we establish a design that will work best. Attached is a small-scale example of the work that will need to be provided.



Conceptual Renderings & Plant Palette Presentation Task - We'll reduce and revise as much as possible. This task includes photo realistic renderings which will require us to rebuild the site's existing conditions, and the landscape will begin to build itself with the proposed play structures, types of surfacing, materials and colors, site circulation, user zones, lighting as well as scaled users. The renderings will provide a visual between the relationship of each proposed area; from the entry and visitor center to the inclusive play structures, zip-line tracks and more. This task includes the use of sketch-up, Lumion, D5 Render, and Photoshop to create final presentation boards.

Public Outreach Task - We'll reduce and revise to account for two public meetings.

Construction Phasing Coordination Task – We'll reduce and revise. This task is a requirement as per the RFQ and the intent of this time is to coordinate construction phasing at various points to include lead times on items specified in the landscape architectural plans, complexity of custom-built structures (planters, concrete benches, surfacing materials, etc) and keep a record of phasing with the contractor.

Team Collaborative Coordination Task - We'll reduce and revise. In this task we have intended to have weekly coordination with the team particularly we have included much of this coordination to occur with the playground manufacturer, the architect and design disciplines. Our own internal coordination is included within our own team to include lead designers spearheading various design tasks.

Irrigation Designer hours are only shown under the Landscape Plans Task and will include time to modify the existing park irrigation system to keep it fully functional while also providing a new irrigation system that observes the new all abilities playground complex.

CIVIL ENGINEER AND SURVEYING

BROCK & BUSTILLOS

ROMAN BUSTILLOS, P.E.
President
SERGIO J. ADAME, P.E.
Vice President - Engineering
AARON ALVARADO, R.P.L.S.
Vice President - Surveying
HECTOR MARTINEZ, P.E.
Associate Partner
TBPE Reg. No. F-737
TBPLS Reg. No. 101314-00

August 5, 2025

VIA E-MAIL: hluna@blackstalliongroup.com
alberto@nuraamigroup.com

Black Stallion Group
5450 Hurd Pl, Ste. E
El Paso, Texas 79912

Attn: Mr. Hector Luna, President/ CEO

Re: A 12.4-acres ± parcel being Tracts 1J3, 1J2, 1J1A, 1J1 and 1F, Block 15, Ysleta Grant, Lomaland Park, Lomita Street, City of El Paso, El Paso County, Texas
Proposal No. 2025-0720REV

Dear Mr. Luna:

We appreciate the opportunity to present to you our proposal for Professional Surveying Services for the above referenced project. The following is our proposed Scope of Work:

SCOPE OF WORK I (Platting Determination and Zoning Verification):

1. Prepare a platting determination application with required documentation and maps for the project area;
2. Submit platting determination application, fees and supporting documentation to the City of El Paso Planning and Inspection Department via the Citizens Access Portal;
3. Prepare a zoning verification application for the project area;
4. Submit the zoning verification application, fees and required documentation to the City of El Paso Planning and Inspections Department via the Citizens Access Portal.

SCOPE OF WORK II: (Boundary, Topographic and Improvement Survey~5.5 acres±)

1. Order title report for the project area which include Tracts 1J3, 1J2 and 1J1A;
2. Initiate a Texas 811 Call before you dig utility locating ticket for the project area;
3. Request any record or as-built maps from local utility companies;
4. Coordinate access to the property through client and city officials;
5. Locate and measure any horizontal and vertical survey control near the project area;
6. Perform a boundary, topographic and improvement survey of the project area shown on the exhibit attached hereto;
7. Elevations shall be referenced to the North American Vertical Datum of 1988 (NAVD88);
8. Topography limits shall be extended 25 beyond red limits and up to the centerline of adjacent streets as shown on said exhibit;
9. Establish four (4) temporary benchmarks for use during construction activities;
10. Prepare a boundary, topographic and improvement survey of the project area; and

11. Deliver one (1) pdf and one (1) AutoCAD 2020 file of the topographic and improvement survey to Black Stallion Group.

SCOPE OF WORK III (Subdivision Plat~12.4 Acres±):

1. Order title report for the subject parcel which includes Tracts 1J1 and 1F;
2. Locate and measure any horizontal and vertical survey control for the subject parcel;
3. Perform a boundary, topographic and improvement survey of the remaining 6.9 acres±;
4. Prepare a preliminary and final plat for the proposed replat of one (1) lot;
5. Prepare a subdivision combination application for the City of El Paso (COEP);
6. Submit one (1) preliminary plat, final plat and subdivision application pdf to the COEP Planning and Inspections Department via the citizens access portal for five-day review;
7. Review and address the five-day review comments from the COEP for the preliminary and final plats;
8. Submit one (1) revised preliminary plat, final plat and the paid subdivision application to the COEP Planning and Inspections Department via the citizens access portal for final approval;
9. Review and address the City Plan Commission (CPC) Staff Report comments for the preliminary and final plats;
10. Email one (1) pdf copy of the revised preliminary plat and final plat to the COEP Planning and Inspections Department to present at CPC;
11. Represent client at all public meetings;
12. If approval by CPC deliver one (1) pdf copy of the "pre-cloth" final plat to the COEP Planning and Inspections Department to approve before preparing the recording mylars;
13. Prepare six (6) mylar copies of the approved final plat and deliver to client and the COEP to collect signatures and record;
14. Prepare one (1) pdf and one (1) AutoCAD file of the recorded final plat subdivision to be delivered to the COEP; and
15. Set the corners of the one (1) new lot.

SCOPE OF WORK IV (Civil Engineering 60% Design):

1. Prepare civil site demolition sheet;
2. Prepare civil site layout sheet;
3. Prepare grading plan;
4. Prepare drainage plan;
5. Prepare cross-sections sheet;
6. Prepare site utilities for domestic water; sanitary sewer service;
7. Prepare SWPPP;
8. Prepare SWPPP Best Management Practices sheet;
9. Coordinate 60% civil design with Design Team;
10. Participate in design meetings;
11. Address Design Team comments;
12. Issue 60% design for client review and approval.

SCOPE OF WORK V (Civil Engineering Full Design):

1. Prepare general notes sheet;
2. Prepare civil site demolition sheet;
3. Prepare civil site layout sheet;
4. Prepare civil control sheet;
5. Prepare grading plan;
6. Prepare drainage plan;
7. Prepare cross-sections sheet;
8. Prepare civil improvements standard details;
9. Prepare site utilities for domestic water; sanitary sewer service with standard details;
10. Prepare SWPPP;
11. Prepare SWPPP Best Management Practices sheet;
12. Prepare required civil works technical specifications;
13. Coordinate civil design with Design Team and owner;
14. Participate in design and review meetings;
15. Prepare applicable technical specifications for civil works;
16. Design submittals at 30%, 60%, 95% and 100%;
17. Re-submit revised drawings for final approval;
18. Furnish PDF file of "Approved for Construction" drawings.

EXEMPTIONS:

The following is excluded unless otherwise requested: ALTA/NSPS Land Title Survey; subdivision improvement plans; title commitment; detailed site development plan; subsurface utility engineering; construction staking; special permit application; all permit and application fees; landscaping and/or irrigation plans; right-of-way staking; staking of new city monuments; verification of elevations for new city monuments; elevation certificates; traffic impact analysis or investigation; as-built survey; preparation of as-built plans; SWPPP implementation and monitoring through construction activities; geotechnical investigation, soils classification; soil percolation testing; pavement design; tax certificates; filing fees; construction permit; construction inspections; bid and construction phase services; and any other item not specifically listed in the above scopes of work. **NOTE**: All application forms to be signed by client.

COMPLETION:

Brock & Bustillos Inc. will complete the above Scopes of Work as follows:

Scope of Work I: Within fifteen (15) workdays of receiving your written notice to proceed.

Scope of Work II: Within thirty-five (35) workdays of receiving your written notice to proceed.

Scope of Work III, items 1-6: Within thirty-five (35) workdays of receiving your written notice to proceed and completing Scopes of Work I and II. The remaining items will be completed based on the review time and schedule of public hearings.

Scope of Work IV, Within project Schedule.

Scope of Work V, Within project Schedule.

BASIS OF COMPENSATION:

We propose that Brock & Bustillos Inc. be compensated a Lump Sum Amount as follows:

Scope of Work I Lump Sum Amount	$1,350.00
Scope of Work I Application Fees±	$250.00 ✓
Scope of Work II Lump Sum Amount	$19,880.00
Scope of Work II Sales Tax	$660.00 ✓
Scope of Work III Lump Sum Amount	$28,575.00 ✓
Scope of Work III Sales Tax	$1,237.50
Scope of Work III Application and Recording Fees±	$3,000.00 ✓
*Scope of Work IV Lump Sum Amount	$42,960.00 ✓
*Scope of Work V Lump Sum Amount	$52,260.00

* Scopes of services IV and V are not to be added. Scope of services IV is in case the Client only needs 60% design. If full design is required, then Scope of services V is applicable, but not both.

Charges for any additional work will be done in accordance with the attached "Other Terms and Conditions."

TERMINATION AGREEMENT:

This agreement may be terminated without cause at any time prior to completion of work by either ***"Back Stallion Group"*** or ***Brock & Bustillos Inc.*** by seven days' written notice to the other. Upon termination, ***"Black Stallion Group"*** will owe ***Brock & Bustillos Inc.*** for all compensation earned under this Agreement the date of termination.

ACCEPTANCE:

If this proposal meets with your approval, we will consider the receipt of one signed copy of this Proposal as our authorization to proceed. Please call if you have any questions. We look forward to serving you on this project.

Sincerely,

BROCK & BUSTILLOS INC.

Sergio J. Adame, P.E.
Vice President Engineering

Attachment: (1) Other Terms & Conditions
(2) Project Area Exhibit~5.5 ac

AUTHORIZATION TO PROCEED

Name: HECTOR LUNA

Title: PRESIDENT

Signature: _____

Date: 12/15/2025

P.O./REF. No.: _____

OTHER TERMS AND CONDITIONS

Brock & Bustillos Inc. shall perform the services outlined in this agreement for the stated fee arrangement.

Service Fees:
The total fee shall be understood to be an estimate unless the agreement is for a Lump Sum amount. The estimate shall not be exceeded by ten percent without written approval of the Client. For the services of the Engineer's staff (except survey personnel covered below) the charge will be the "Salary Cost" of each employee so engaged plus a multiplier of 2.5. "Salary Cost" is defined as the cost of salaries of the Engineer's employees for time directly chargeable to the Project, plus cost of social security contributions, unemployment, excise and payroll taxes, employment compensation insurance, medical and insurance benefits, sick leave, vacation, and holiday pay applicable thereto. The overtime premium (required by the Fair Labor Standards Act for nonexempt classifications) for draftsmen and technician classifications will be charged for overtime hours worked because of the Client's requirements, and upon his specific authorization.

For the Engineer's survey crews, the following schedule of rates applies. Overtime rate applies for hours in excess of eight (8) per day, Saturday, Sunday and Holidays.

	BASIC RATE	OVERTIME RATE
Two-Man Party	$179.00/Hour	$268.50/Hour
Three-Man Party	$250.00/Hour	$375.00/Hour
Two-Man w/Prof. Surveyor as Party Chief	$310.00/Hour	$465.00/Hour

Direct Expenses:
For all direct expense, including supplies, transportation, telephone toll charges, reproductions, etc., and travel and subsistence for the Engineer's officers and staff, all as required for the proper execution of the work, and for all work subcontracted, the charge will be invoice cost plus 10 percent. Travel by vehicles owned by the Engineer will be at 70-cents per mile and surveying vehicles will be at 1.10 cents per mile.

Outside Services:
For outside services, such as soil investigations, laboratory tests, or retaining special consultants, Client may contract directly with a third party for such services, or may contract through **Brock & Bustillos Inc.** If such contracts are made through **Brock & Bustillos Inc.,** a service charge of 10 percent will be added to the net amount of the contract.

Indemnification:
The Client shall indemnify and hold harmless **Brock & Bustillos Inc.** and all of its personnel from and against any and all claims, damages, losses and expenses (including reasonable attorney's fees) arising out of or resulting from the performance of the services, provided that any such claim, damage, loss or expense is caused in whole or in part by the negligent act, omission, and/or strict liability of the Client, anyone directly or indirectly employed by the Client (except **Brock & Bustillos Inc.**), or anyone for whose acts any of them may be liable.

Risk Allocation:
In recognition of the relative risks, rewards and benefits of the project to both the Client and **Brock & Bustillos Inc.**, the risks have been allocated such that the Client agrees that, to the fullest extent permitted by law, **Brock & Bustillos Inc.'s** total liability to the Client for any and all injuries, claims, losses, expenses, damages or claim expenses arising out of this agreement from any cause or causes, shall not exceed ten times our fee or $50,000, whichever is less. Such caused include, but are not limited to **Brock & Bustillos Inc.**'s negligence, errors, omissions, strict liability, breach of contract or breach of warranty.

Ownership of Documents:
All documents produced by **Brock & Bustillos Inc.** under this agreement shall remain the property of **Brock & Bustillos Inc.** and may not be used by the Client for any other endeavor without the written consent of **Brock & Bustillos Inc.**

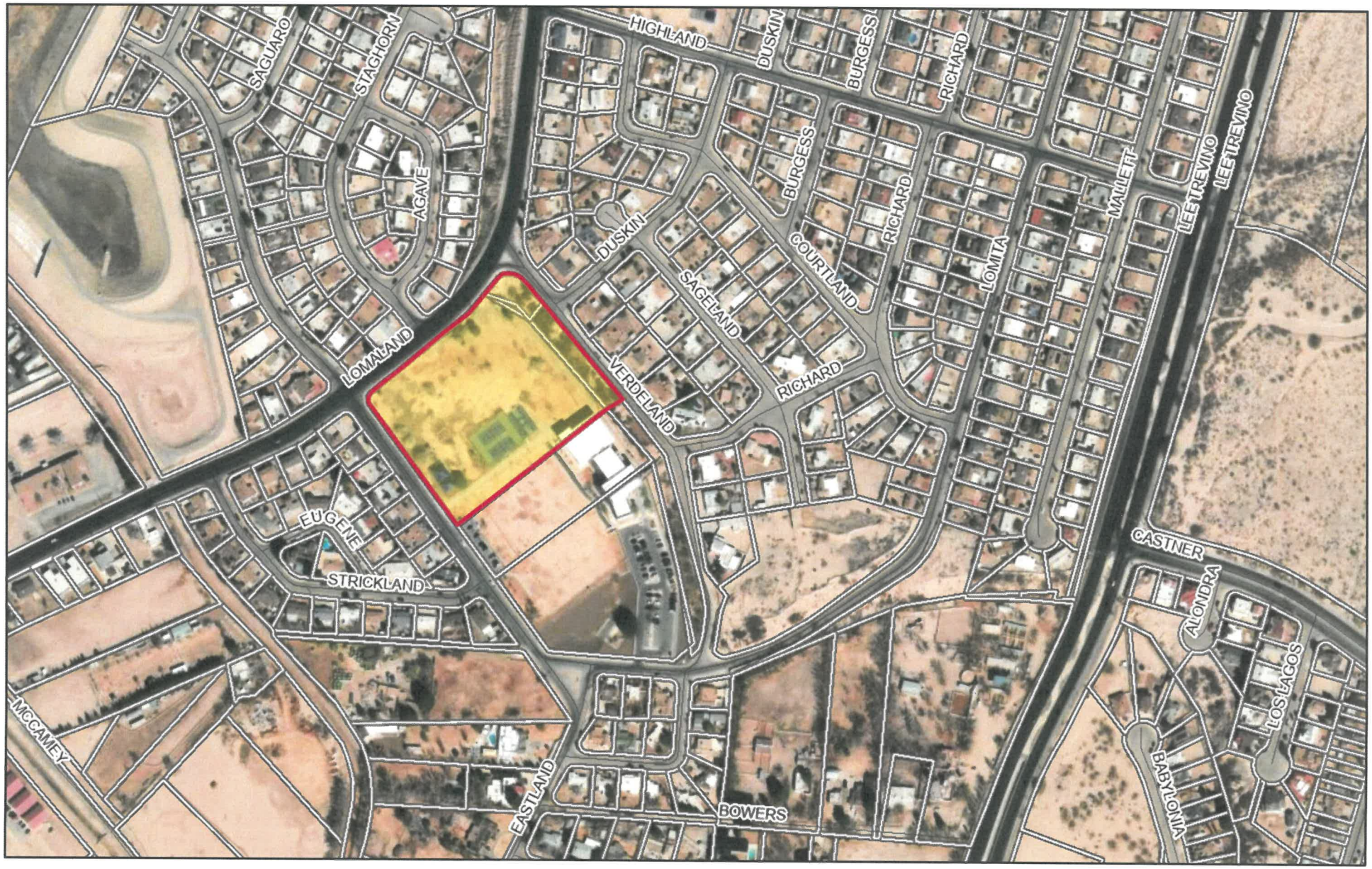
Dispute Resolution:
Any claim or dispute between the Client and **Brock & Bustillos Inc.** shall be submitted to non-binding mediation, subject to the parties agreeing to a mediator(s). This agreement shall be governed by the laws of State of Texas.

Sales Tax and Gross Receipts Tax:
The State of Texas has imposed sales tax on certain boundary related survey services. When applicable, the invoice will show total amount of taxable services, percentage rate of sales tax, and amount of sales tax charged.

The State of New Mexico imposes a gross receipts tax on all professional services performed in New Mexico. The gross receipts tax rates varies throughout the state of New Mexico depending on the location of the project site. Gross receipts tax will be added to all costs for services performed in the State of New Mexico.

Billings/Payments:
Invoices for **Brock & Bustillos Inc.'s** services shall be submitted either upon completion of such services or on a monthly basis. Payment to the Engineer will be due upon receipt of monthly invoices. If Client fails to pay the Engineer the full invoice amount within thirty (30) days of receipt, Client will be charged for collection efforts in accordance with this Compensation Schedule. If payment is not received by the 60th day, a Work Stoppage Order will become effective. If payment is not received by the 75th day, a Mechanic's Lien will be filed with the County Clerk's Office in pursuit of payment for professional surveying and/or engineering services, in accordance with the procedures as outlined in the most current edition of the Texas Property Code. Aged invoices will begin accumulating collection fees and 1.50% interest per month based on an average APR of 18.0 % per year after the 100th day of the invoice.

Lomaland Park



July 30, 2025

Override 1

Parcels

EPCenterline

1:5,212

0 0.04 0.07 0.15 mi

0 0.05 0.1 0.2 km

Maxar

City of El Paso GIS

BLACK STALLION GROUP
PLATTING DETERMINATION/ZONING VERIFICATION-SOW 1
LOMALAND PARK

TR. 1J3, 1J2, 1J1A, 1J1, 1F, BLK 15, YSLETA GRANT

(ENGINEERING, SURVEYING OR BOTH): ☐ Engineering ☑ Surveying ☐ BOTH

PROPOSAL NO. **2025-0720**
This A Lump Sum? ☑ YES ☐ NO
DATE: **07-30-2025**

Task	Quantities	Units	Rate	Amount
Professional Staff				
Principal Engineer		Hour	$248.00	$ -
Senior Engineer		Hour	$248.00	$ -
Survey Manager/R.P.L.S.	2.00	Hour	$248.00	$ 496.00
Project Manager		Hour	$215.00	$ -
Project Engineer		Hour	$157.00	$ -
Design Engineer		Hour	$146.00	$ -
Design Engineer		Hour	$146.00	$ -
Expert Witness (Civil Discipline)		Hour	$436.00	$ -
Expert Witness (Surveying Discipline)		Hour	$436.00	$ -
Technical Staff				
Civil Designer		Hour	$145.00	$ -
Engineering Design Technician		Hour	$119.00	$ -
Senior Engineering CAD Draftsman		Hour	$100.00	$ -
Engineering CAD Draftsman		Hour	$77.00	$ -
Surveying Technician	2.0	Hour	$133.00	$ 266.00
Senior Surveying CAD Draftsman	2.0	Hour	$100.00	$ 200.00
Surveying CAD Draftsman		Hour	$77.00	$ -
Field Project Representative (FPR/RPR)		Hour	$133.00	$ -
Administrative Staff				
Administrative Assistant	2.0	Hour	$90.00	$ 180.00
Administrative Clerk		Hour	$77.00	$ -
Field Surveying Technicians				
One Man Survey Crew (Regular Rate-Party Chief)		Hour	$133.00	$ -
One Man Survey Crew (OT Rate-Party Chief)		Hour	$177.00	$ -
Two Man (Regular Rate-Party Chief, Rodman)		Hour	$179.00	$ -
Two Man (OT Rate-Party Chief, Rodman)		Hour	$244.00	$ -
Two Man w/Prof. Surveyor as Party Chief (Regular Rate)		Hour	$310.00	$ -
Two Man w/Prof. Surveyor as Party Chief (OT Rate)		Hour	$359.00	$ -
Three Man (Regular Rate-Party Chief, Instrumentman, Rodman)		Hour	$250.00	$ -
Three Man (OT Rate-Party Chief, Instrumentman, Rodman)		Hour	$310.00	$ -
Four Man (Regular Rate-Party Chief, Instrumentman, 2-Rodmen)		Hour	$281.00	$ -
Four Man (OT Rate-Party Chief, Instrumentman, 2-Rodmen)		Hour	$401.00	$ -
Flagger (Daily Rate) *This rate can be added to any of the above crews and is per individual Flagger.		Hour	$116.00	$ -
Subtotal Labor				**$ 1,142.00**
Sub Consultants				
Subcontract - Engineer		LS	$ -	$ -
Subcontract - Soil Services/Testing		LS	$ -	$ -
Subcontract - Subsurface Utility Mapping/Engineering		LS	$ -	$ -
Subcontract - Aerial Mapping		LS	$ -	$ -
Subcontract - Elect/Mech		LS	$ -	$ -
Subcontract - Other		LS	$ -	$ -
Subtotal Subs			0	**$ -**
Direct Costs				
Mileage (Personal Vehicle)	15.0	mile	$ 0.700	$ 10.50
Mileage (Survey Crew 4x4 Trucks)		mile	$ 1.100	$ -
Mileage Ranger All Terrain Vehicle Usage		day	$ 150.00	$ -
Reproduction-Copies (8.5 X 11) - Bond (B&W)	50	each	$ 0.25	$ 12.50
Reproduction-Copies (8.5 X 11) - Bond (Color)		each	$ 0.58	$ -
Reproduction-Copies (11 X 17) - Bond (B&W)	5	each	$ 0.53	$ 2.65
Reproduction-Copies (11 X 17) - Bond (Color)		each	$ 1.22	$ -
Reproduction-Copies (12 X 18) - Bond (B&W)		each	$ 0.83	$ -
Reproduction-Copies (12 X 18) - Bond (Color)		each	$ 1.66	$ -
Reproduction-Copies (24 X 36) - Bond (B&W)	2	each	$ 8.11	$ 16.22
Reproduction-Copies (24 X 36) - Bond (Color)		each	$ 15.44	$ -
Reproduction-Copies (30 X 42) - Bond (B&W)		each	$ 11.86	$ -
Reproduction-Copies (30 X 42) - Bond (Color)		each	$ 20.95	$ -
Reproduction-Copies (36 X 48) - Bond (B&W)		each	$ 15.44	$ -
Reproduction-Copies (36 X 48) - Bond (Color)		each	$ 28.67	$ -
Reproduction-Copies (12 X 18) - Mylars (B&W)		each	$ 7.72	$ -
Reproduction-Copies (24 X 36) - Mylars (B&W)		each	$ 14.89	$ -
Reproduction-Copies (30 X 42) - Mylars (B&W)		each	$ 18.75	$ -
Delivery by Courier		each	$ 48.00	$ -
Safety - Traffic Control Plan (Typical - Work Zone)		LS	$ 1,700.00	$ -
Safety - Traffic Control - Setup & Maintenance (Can be Project Specific per Day)		Day(s)	$ 600.00	$ -
Legal Research/Title Commitment		each	$ 400.00	$ -
1st Class Mail Postage-Letter		each	$ 0.73	$ -
Surveying Field Supplies		LS	$ 100.00	$ -
Field Scanner		DY	$ 1,200.00	$ -
Meals & Lodging		LS	$ 200.00	$ -
Travel		LS	$ -	$ -
GPS Time for OPUS		LS	$ -	$ -
Miscellaneous Other	1	LS	$ 225.00	$ 225.00
Subtotal Direct Costs				**$ 266.87**

Subtotal Labor	**$ 1,142.00**
Subtotal Sub's Labor	**$ -**
Subtotal Direct Costs	**$ 266.87**
10% Mark Up on Subs & ODC's	**10.00%**
Subtotal * (Subs, D.C.s & Mark-Ups)	**$ 293.56**
If Lump Sum or NTE, Add Risk %	**10.00%**
Subtotal * All %	**$ 1,579.11**

Boundary Taxable Amount:		
(Surveyor to determine the Applicable Boundary Costs)	**If Applicable, Tax Rate**	**8.25%**
	Texas Boundary Taxes	**$ -**

Proposal Total:	**$ 1,579.11**

BLACK STALLION GROUP
BOUNDARY, TOPO AND IMP-SOW 2
LOMALAND PARK

TR. 1J3, 1J2, 1J1A, 1J1, 1F, BLK 15, YSLETA GRANT

(ENGINEERING, SURVEYING OR BOTH): ☐ Engineering ☑ Surveying ☐ BOTH

PROPOSAL NO. **2025-0720REV**
This A Lump Sum? ☑ YES ☐ NO
DATE: **08-05-2025**

Task	Quantities	Units	Rate	Amount
Professional Staff				
Principal Engineer		Hour	$248.00	$ -
Senior Engineer		Hour	$248.00	$ -
Survey Manager/R.P.L.S.	8.00	Hour	$248.00	$ 1,984.00
Project Manager		Hour	$215.00	$ -
Project Engineer		Hour	$157.00	$ -
Design Engineer		Hour	$146.00	$ -
Design Engineer		Hour	$146.00	$ -
Expert Witness (Civil Discipline)		Hour	$436.00	$ -
Expert Witness (Surveying Discipline)		Hour	$436.00	$ -
Technical Staff				
Civil Designer		Hour	$145.00	$ -
Engineering Design Technician		Hour	$119.00	$ -
Senior Engineering CAD Draftsman		Hour	$100.00	$ -
Engineering CAD Draftsman		Hour	$77.00	$ -
Surveying Technician	24.0	Hour	$133.00	$ 3,192.00
Senior Surveying CAD Draftsman	40.0	Hour	$100.00	$ 4,000.00
Surveying CAD Draftsman		Hour	$77.00	$ -
Field Project Representative (FPR/RPR)		Hour	$133.00	$ -
Administrative Staff				
Administrative Assistant	2.0	Hour	$90.00	$ 180.00
Administrative Clerk		Hour	$77.00	$ -
Field Surveying Technicians				
One Man Survey Crew (Regular Rate-Party Chief)		Hour	$133.00	$ -
One Man Survey Crew (OT Rate-Party Chief)		Hour	$177.00	$ -
Two Man (Regular Rate-Party Chief, Rodman)	42.0	Hour	$179.00	$ 7,518.00
Two Man (OT Rate-Party Chief, Rodman)		Hour	$244.00	$ -
Two Man w/Prof. Surveyor as Party Chief (Regular Rate)		Hour	$310.00	$ -
Two Man w/Prof. Surveyor as Party Chief (OT Rate)		Hour	$359.00	$ -
Three Man (Regular Rate-Party Chief, Instrumentman, Rodman)		Hour	$250.00	$ -
Three Man (OT Rate-Party Chief, Instrumentman, Rodman)		Hour	$310.00	$ -
Four Man (Regular Rate-Party Chief, Instrumentman, 2-Rodmen)		Hour	$281.00	$ -
Four Man (OT Rate-Party Chief, Instrumentman, 2-Rodmen)		Hour	$401.00	$ -
Flagger (Daily Rate) *This rate can be added to any of the above crews and is per individual Flagger.		Hour	$116.00	$ -
Subtotal Labor				**$ 16,874.00**
Sub Consultants				
Subcontract - Engineer		LS	$ -	$ -
Subcontract - Soil Services/Testing		LS	$ -	$ -
Subcontract - Subsurface Utility Mapping/Engineering		LS	$ -	$ -
Subcontract - Aerial Mapping		LS	$ -	$ -
Subcontract - Elect/Mech		LS	$ -	$ -
Subcontract - Other		LS	$ -	$ -
Subtotal Subs			0	**$ -**
Direct Costs				
Mileage (Personal Vehicle)	60.0	mile	$ 0.700	$ 42.00
Mileage (Survey Crew 4x4 Trucks)	175.0	mile	$ 1.100	$ 192.50
Mileage Ranger All Terrain Vehicle Usage		day	$ 150.00	$ -
Reproduction-Copies (8.5 X 11) - Bond (B&W)	100	each	$ 0.25	$ 25.00
Reproduction-Copies (8.5 X 11) - Bond (Color)		each	$ 0.58	$ -
Reproduction-Copies (11 X 17) - Bond (B&W)	50	each	$ 0.53	$ 26.50
Reproduction-Copies (11 X 17) - Bond (Color)		each	$ 1.22	$ -
Reproduction-Copies (12 X 18) - Bond (B&W)		each	$ 0.83	$ -
Reproduction-Copies (12 X 18) - Bond (Color)		each	$ 1.66	$ -
Reproduction-Copies (24 X 36) - Bond (B&W)	25	each	$ 8.11	$ 202.75
Reproduction-Copies (24 X 36) - Bond (Color)		each	$ 15.44	$ -
Reproduction-Copies (30 X 42) - Bond (B&W)		each	$ 11.86	$ -
Reproduction-Copies (30 X 42) - Bond (Color)		each	$ 20.95	$ -
Reproduction-Copies (36 X 48) - Bond (B&W)		each	$ 15.44	$ -
Reproduction-Copies (36 X 48) - Bond (Color)		each	$ 28.67	$ -
Reproduction-Copies (12 X 18) - Mylars (B&W)		each	$ 7.72	$ -
Reproduction-Copies (24 X 36) - Mylars (B&W)		each	$ 14.89	$ -
Reproduction-Copies (30 X 42) - Mylars (B&W)		each	$ 18.75	$ -
Delivery by Courier		each	$ 48.00	$ -
Safety - Traffic Control Plan (Typical - Work Zone)		LS	$ 1,700.00	$ -
Safety - Traffic Control - Setup & Maintenance (Can be Project Specific per Day)		Day(s)	$ 600.00	$ -
Legal Research/Title Commitment	1	each	$ 400.00	$ 400.00
1st Class Mail Postage-Letter		each	$ 0.73	$ -
Surveying Field Supplies	2	LS	$ 100.00	$ 200.00
Field Scanner		DY	$ 1,200.00	$ -
Meals & Lodging		LS	$ 200.00	$ -
Travel		LS	$ -	$ -
GPS Time for OPUS		LS	$ -	$ -
Miscellaneous Other		LS	$ 225.00	$ -
Subtotal Direct Costs				**$ 1,088.75**

Subtotal Labor	**$ 16,874.00**
Subtotal Sub's Labor	**$ -**
Subtotal Direct Costs	**$ 1,088.75**
10% Mark Up on Subs & ODC's	**10.00%**
Subtotal * (Subs, D.C.s & Mark-Ups)	**$ 1,197.63**
If Lump Sum or NTE, Add Risk %	**10.00%**
Subtotal * All %	**$ 19,878.79**

Boundary Taxable Amount:	**$ 8,000.00**	
(Surveyor to determine the Applicable Boundary Costs)	**If Applicable, Tax Rate**	**8.25%**
	Texas Boundary Taxes	**$ 660.00**

Proposal Total:		**$ 20,538.79**

BLACK STALLION GROUP
BOUNDARY, TOPO AND IMP-SUB. PLAT-SOW 3
LOMALAND PARK

TR. 1J3, 1J2, 1J1A, 1J1, 1F, BLK 15, YSLETA GRANT

PROPOSAL NO. **2025-0720**
This A Lump Sum? ☑ YES ☐ NO
DATE: **07-30-2025**

(ENGINEERING, SURVEYING OR BOTH): ☐ Engineering ☑ Surveying ☐ BOTH

Task	Quantities	Units	Rate	Amount
Professional Staff				
Principal Engineer		Hour	$248.00	-
Senior Engineer		Hour	$248.00	-
Survey Manager/R.P.L.S.	**14.00**	Hour	$248.00	3,472.00
Project Manager		Hour	$215.00	-
Project Engineer		Hour	$157.00	-
Design Engineer		Hour	$146.00	-
Design Engineer		Hour	$146.00	-
Expert Witness (Civil Discipline)		Hour	$436.00	-
Expert Witness (Surveying Discipline)		Hour	$436.00	-
Technical Staff				
Civil Designer		Hour	$145.00	-
Engineering Design Technician		Hour	$119.00	-
Senior Engineering CAD Draftsman		Hour	$100.00	-
Engineering CAD Draftsman		Hour	$77.00	-
Surveying Technician	**30.0**	Hour	$133.00	3,990.00
Senior Surveying CAD Draftsman	**54.0**	Hour	$100.00	5,400.00
Surveying CAD Draftsman		Hour	$77.00	-
Field Project Representative (FPR/RPR)		Hour	$133.00	-
Administrative Staff				
Administrative Assistant	**8.0**	Hour	$90.00	720.00
Administrative Clerk		Hour	$77.00	-
Field Surveying Technicians				
One Man Survey Crew (Regular Rate-Party Chief)		Hour	$133.00	-
One Man Survey Crew (OT Rate-Party Chief)		Hour	$177.00	-
Two Man (Regular Rate-Party Chief, Rodman)	**60.0**	Hour	$179.00	10,740.00
Two Man (OT Rate-Party Chief, Rodman)		Hour	$244.00	-
Two Man w/Prof. Surveyor as Party Chief (Regular Rate)		Hour	$310.00	-
Two Man w/Prof. Surveyor as Party Chief (OT Rate)		Hour	$359.00	-
Three Man (Regular Rate-Party Chief, Instrumentman, Rodman)		Hour	$250.00	-
Three Man (OT Rate-Party Chief, Instrumentman, Rodman)		Hour	$310.00	-
Four Man (Regular Rate-Party Chief, Instrumentman, 2-Rodmen)		Hour	$281.00	-
Four Man (OT Rate-Party Chief, Instrumentman, 2-Rodmen)		Hour	$401.00	-
Flagger (Daily Rate) *This rate can be added to any of the above crews and is per individual Flagger.		Hour	$116.00	-
Subtotal Labor				**$ 24,322.00**
Sub Consultants				
Subcontract - Engineer		LS	$ -	-
Subcontract - Soil Services/Testing		LS	$ -	-
Subcontract - Subsurface Utility Mapping/Engineering		LS	$ -	-
Subcontract - Aerial Mapping		LS	$ -	-
Subcontract - Elect/Mech		LS	$ -	-
Subcontract - Other		LS	$ -	-
Subtotal Subs			0	**$ -**
Direct Costs				
Mileage (Personal Vehicle)	**120.0**	mile	$ 0.700	84.00
Mileage (Survey Crew 4x4 Trucks)	**250.0**	mile	$ 1.100	275.00
Mileage Ranger All Terrain Vehicle Usage		day	$ 150.00	-
Reproduction-Copies (8.5 X 11) - Bond (B&W)	**100**	each	$ 0.25	25.00
Reproduction-Copies (8.5 X 11) - Bond (Color)		each	$ 0.58	-
Reproduction-Copies (11 X 17) - Bond (B&W)	**50**	each	$ 0.53	26.50
Reproduction-Copies (11 X 17) - Bond (Color)		each	$ 1.22	-
Reproduction-Copies (12 X 18) - Bond (B&W)		each	$ 0.83	-
Reproduction-Copies (12 X 18) - Bond (Color)		each	$ 1.66	-
Reproduction-Copies (24 X 36) - Bond (B&W)	**50**	each	$ 8.11	405.50
Reproduction-Copies (24 X 36) - Bond (Color)		each	$ 15.44	-
Reproduction-Copies (30 X 42) - Bond (B&W)		each	$ 11.86	-
Reproduction-Copies (30 X 42) - Bond (Color)		each	$ 20.95	-
Reproduction-Copies (36 X 48) - Bond (B&W)		each	$ 15.44	-
Reproduction-Copies (36 X 48) - Bond (Color)		each	$ 28.67	-
Reproduction-Copies (12 X 18) - Mylars (B&W)		each	$ 7.72	-
Reproduction-Copies (24 X 36) - Mylars (B&W)	**6**	each	$ 14.89	89.34
Reproduction-Copies (30 X 42) - Mylars (B&W)		each	$ 18.75	-
Delivery by Courier		each	$ 48.00	-
Safety - Traffic Control Plan (Typical - Work Zone)		LS	$ 1,700.00	-
Safety - Traffic Control - Setup & Maintenance (Can be Project Specific per Day)		Day(s)	$ 600.00	-
Legal Research/Title Commitment	**1**	each	$ 400.00	400.00
1st Class Mail Postage-Letter		each	$ 0.73	-
Surveying Field Supplies	**2**	LS	$ 100.00	200.00
Field Scanner		DY	$ 1,200.00	-
Meals & Lodging		LS	$ 200.00	-
Travel		LS	$ -	-
GPS Time for OPUS		LS	$ -	-
Miscellaneous Other		LS	$ 225.00	-
Subtotal Direct Costs				**$ 1,505.34**

Subtotal Labor	**$ 24,322.00**
Subtotal Sub's Labor	**$ -**
Subtotal Direct Costs	**$ 1,505.34**
10% Mark Up on Subs & ODC's	**10.00%**
Subtotal * (Subs, D.C.s & Mark-Ups)	**$ 1,655.87**
If Lump Sum or NTE, Add Risk %	**10.00%**
Subtotal * All %	**$ 28,575.66**

Boundary Taxable Amount:	**$ 15,000.00**	
(Surveyor to determine the Applicable Boundary Costs)	**If Applicable, Tax Rate**	**8.25%**
	Texas Boundary Taxes	**$ 1,237.50**

Proposal Total:		**$ 29,813.16**

PREPARED ON: 9/2/25 **BY:** SJA

JOB BUDGET FORM - TASK CALCULATION SHEET

$42,960.22	DESCRIPTION OF SCOPE OF SERVICES:		COVER SHEET		GEN NOTES AND CONTROL SHEET		GRADING AND DRAINAGE		CROSS-SECTIONS		DETAILS		SWPPP		UTILITIES		ARCHITECT COORDINATION		DEMOLITION				TOTAL		TOTAL
TASK	TASK	RATE	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	COST	HOURS	TAX	COST
Project Engineer	01	$248	2	$496.00	4	$992.00	8	$1,984.00	6	$1,488.00	4	$992.00	1	$248.00	2	$496.00	20	$4,960.00	4	$992.00			51		$12,648.00
Design Engineer	03	$86																							
Cadd/Drafting	05	$165	4	$660.00	24	$3,960.00	48	$7,920.00	48	$7,920.00	8	$1,320.00	6	$990.00	16	$2,640.00	12	$1,980.00	16	$2,640.00			182		$30,030.00
Proj. Manager	07	$125																							
Senior Engr.	25	$155																							
	26	$0																							
Admin. Assistant	27	$50																							
Admin. Clerk	20	$35																							
Field Proj. Rep.	08	$65																							
Survey Mgr.	02	$115																							
Survey Calc.	04	$95																							
2 Man Crew RT	12	$118																							
2 Man Crew OT	12	$165																							
3 Man Crew RT	13	$170																							
3 Man Crew OT	13	$210																							
4 Man Crew RT	14	$215																							
4 Man Crew OT	14	$250																							
Computer	50	$10																							
GPS	51	$30																							
Subcontractor	55																								
Classified Adv.	60																								
Filing Fees	61																								
Postage & Delivery	62																								
Reproduction	64	$8	20	$160.00																			20		$160.00
Supplies	65	$50	1	$50.00																			1		$50.00
Telephone	66																								
Personal Mileage	68	$0.51	143	$72.22																			143		$72.22
Survey Mileage	68	$0.89																							
Travel	69																								
Reserve	72																								
Sales Tax	73																								
TOTAL			170	$1,438.22	28	$4,952.00	56	$9,904.00	54	$9,408.00	12	$2,312.00	7	$1,238.00	18	$3,136.00	32	$6,940.00	20	$3,632.00			397		$42,960.22

$0.00

$42,960.22

Exhibit 2 – Forms of Payment Bond and Performance Bond

PAYMENT BOND

THE STATE OF TEXAS §
§ KNOW ALL BY THESE PRESENTS:
COUNTY OF EL PASO §

That we, , as Principal herein, and (2) _____, a corporation organized and existing under the laws of the State of Texas and who is authorized and admitted to use surety bonds in the State of Texas, as surety, are held and firmly bound unto the City of El Paso located in El Paso County, Texas, Obligee herein, in the amount of Dollars ($) for the payment whereof, the said Principal and Surety bind themselves and their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents:

WHEREAS, the Principal has entered into a certain written contract with the Obligee dated the day of _____, 20_____, which contract is hereby referred to herein as "the Contract" and is incorporated herein to the same extent as if copied at length, for the following project: 2025-0282 All Abilties Playground.

NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that if the said Principal shall directly or indirectly timely make payment to each and every claimant (as defined in Chapter 2253, Texas Government Code, as amended) supplying labor or materials in the prosecution of the work under the Contract, then this obligation shall be void; otherwise, to remain in full force and effect. *This obligation may be enforced by the Obligee in the event of bankruptcy or default by Principal in payments to suppliers of labor or materials in the prosecution of the work under the Contract, in either of which events the Surety shall make such payments as Principal has failed to pay and as may be required to complete the work under the contract.* The Surety stipulates and agrees that no change, extension of time, alteration, omission, addition or other modification to the terms of the Contract will affect its obligations on this bond, and it hereby waives notice of any such changes, extensions of time, alterations, omissions, additions, or other modifications, to the Contract or to related subcontracts, purchase orders or other obligations, and any notices provided in such regard shall not create as to any party a duty related thereto.

PROVIDED, HOWEVER, that this bond is executed pursuant to Chapter 2253 of the Texas Government Code, as amended, and all rights and liabilities on this bond shall be determined in accordance with the provisions of said statute, to the same extent as if it were

copied at length herein. All notices shall be delivered in writing to the addresses shown below or to addresses provided in the Contract Documents.

IN WITNESS WHEREOF, the duly authorized representatives of the Principal and the Surety have executed this instrument.

SIGNED and SEALED this _____ day of _____, 20___.

The date of bond shall not be prior to date of Contract.

_____
PRINCIPAL

ATTEST:

By: _____

_____
(Principal) Secretary

Name: _____

Title: _____

(S E A L)

Address: _____
_____
_____

_____
Witness as to Principal

Telephone Number: _____

_____
SURETY

ATTEST:

By: _____

_____
Secretary

Name: _____
Attorney in Fact

(S E A L)

Address: _____
_____
_____

_____
Witness as to Surety

Telephone Number: _____

An original copy of Power of Attorney shall be attached to Bond by the Attorney-in-Fact.

PERFORMANCE BOND

THE STATE OF TEXAS §
§ KNOW ALL BY THESE PRESENTS:
COUNTY OF EL PASO §

That we, , as Principal herein, and , a corporation organized and existing under the laws of the State of , and who is authorized and admitted to issue surety bonds in the State of Texas, Surety herein, are held and firmly bound unto the City of El Paso, located in El Paso County, Texas, Obligee herein, in the sum of Dollars ($) for the payment of which sum we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, Principal has entered into a certain written contract with the Obligee dated the ____day of _____, 20___, herein referred to as "the Contract" and incorporated herein and made a part hereof for all purposes, for the construction of 2025-0282 All Abilities Playground.

NOW, THEREFORE, the condition of this obligation is such, if the said Principal shall faithfully perform the work in accordance with the plans, specifications, and other Contract Documents and shall fully indemnify and hold harmless the Obligee from all costs and damages which Obligee may suffer by reason of Principal's failure to perform the Work in conformity with the Contract Documents, and reimburse and repay Obligee for all outlay and expense that Obligee may incur in making good such default, then this obligation shall be void; otherwise, to remain in full force and effect. Whenever Contractor shall be declared by Obligee to be in default under the Contract, the Surety shall, upon request of Obligee and within seven (7) calendar days from receipt of Obligee's notice of Contractor's default, commence and thereafter complete performance of Contractor's obligations under the Contract. This Bond covers all contractual obligations of Contractor under the Contract, including, without limitation, the indemnity, warranty and guaranty obligations. The Surety stipulates and agrees that no change, extension of time, alteration, omission, addition or other modification to the terms of any of the Contract will affect its obligations on this bond, and it hereby waives notice of any such changes, extensions of time, alterations, omissions, additions, or other modifications, to the Contract or to related subcontracts, purchase orders or other obligations, and any notices provided in such regard shall not create as to any party a duty related thereto. The penal limit of this bond shall automatically be increased by

the amount of any change order, supplemental agreement or amendment which increases the price of the Contract.

PROVIDED, HOWEVER, that this bond is executed pursuant to Chapter 2253 of the Texas Government Code, as amended, and all rights and liabilities on this bond shall be determined in accordance with the provisions of such statute, to the same extent as if it were copied at length herein. All notices shall be delivered in writing to the addresses shown below or to addresses provided in the Contract Documents.

IN WITNESS WHEREOF, the duly authorized representatives of the Principal and the Surety have executed this instrument.

SIGNED and SEALED this _____ day of _____, 20___.

The date of bond shall not be prior to date of Contract.

_____
PRINCIPAL

ATTEST: By: _____

_____ Name: _____
(Principal) Secretary

Title: _____

(S E A L) Address: _____

_____

_____

_____
Witness as to Principal Telephone Number: _____

_____
SURETY

ATTEST: By: _____

_____ Name: _____
Secretary Attorney in Fact

(S E A L) Address: _____

_____

_____

_____
Witness as to Surety Telephone Number: _____

An original copy of Power of Attorney shall be attached to Bond by the Attorney-in-Fact.

Exhibit 3 – Insurance Rider

Owner's Insurance Requirements of Contractor

1. Specific Insurance Requirements

The following insurance shall be maintained in effect with limits not less than those set forth below at all times during the term of this Agreement and thereafter as required:

Insurance	Coverage/Limits	Other Requirements
Commercial General Liability (Occurrence Basis)	Amounts of coverage shall be no less than: ▪ $1,000,000 Per Occurrence ▪ $2,000,000 General Aggregate ▪ $2,000,000 Products/Completed Operations Aggregate ▪ $1,000,000 Personal And Advertising Injury ▪ Designated Construction Project(s) General Aggregate Limit	▪ Current ISO edition of CG 00 01 ▪ Additional insured status shall be provided in favor of Owner Parties on a combination of ISO forms CG 20 10 04 13 and CG 20 37 04 13. ▪ This coverage shall be endorsed to provide primary and non-contributing liability coverage. It is the intent of the parties to this Agreement that all insurance coverage required herein shall be primary to and will not seek contribution from any other insurance held by Owner Parties, with Owner Parties' insurance being excess, secondary and non-contributing. ▪ Stop Gap coverage shall be provided if any work is to be performed in a monopolistic workers' compensation state. ▪ The following exclusions/limitations (or their equivalent(s), are prohibited: ○ Contractual Liability Limitation CG 21 39 ○ Amendment of Insured Contract Definition CG 24 26 ○ Limitation of Coverage to Designated Premises or Project, CG 21 44 ○ Exclusion-Damage to Work Performed by Subcontractors On Your Behalf, CG 22 94 or CG 22 95 ○ Exclusion-Explosion, Collapse and Underground Property Damage Hazard, CG 21 42 or CG 21 43 ○ Any Classification limitation ○ Any Construction Defect Completed Operations exclusion ○ Any endorsement modifying the Employer's Liability exclusion or deleting the exception to it ○ Any endorsement modifying or deleting Explosion, Collapse or Underground coverage ○ Any Habitational or Residential exclusion applicable to the Work ○ Any "Insured vs. Insured" exclusion except Named Insured vs. Named Insured ○ Any Punitive, Exemplary or Multiplied Damages exclusion ○ Any Subsidence exclusion

Business Auto Liability	Amount of coverage shall be no less than: ▪ $1,000,000 Per Accident	▪ Current ISO edition of CA 00 01 ▪ Arising out of any auto (Symbol 1), including owned, hired and nonowned
Workers' Compensation and Employer's Liability	Amounts of coverage shall be no less than: ▪ Statutory Limits ▪ $1,000,000 Each Accident and Disease ▪ Alternate Employer endorsement ▪ USL&H must be provided where such exposure exists.	▪ The State in which work is to be performed must listed under Item 3.A. on the Information Page ▪ Such insurance shall cover liability arising out of the Contractor's employment of workers and anyone for whom the Contractor may be liable for workers' compensation claims. Workers' compensation insurance is required, and no "alternative" forms of insurance shall be permitted. ▪ Where a Professional Employer Organization (PEO) or "leased employees" are utilized, Contractor shall require its leasing company to provide Workers' Compensation insurance for said workers and such policy shall be endorsed to provide an Alternate Employer endorsement in favor of Contractor and Owner. Where Contractor uses leased employees with Workers' Compensation insurance provided by a PEO or employee leasing company, Contractor is strictly prohibited from subletting any of its work without the express written agreement of Owner.
Excess Liability (Occurrence Basis)	Amounts of coverage shall be no less than: ▪ $5,000,000 Each Occurrence ▪ $5,000,000 Annual Aggregate	▪ Such insurance shall be excess over and be no less broad than all coverages described above. ▪ Drop-down coverage shall be provided for reduction and/or exhaustion of underlying aggregate limits and shall include a duty to defend any insured.
Professional Liability	Amounts of coverage shall be no less than: ▪ $1,000,000 Each Occurrence ▪ $2,000,000 Annual Aggregate ▪ If a combined Contractor's Pollution Liability and Professional Liability policy is utilized, the limits shall be $3,000,000 Each Loss and Aggregate. ▪ Such insurance shall cover all services rendered by the Contractor and its consultants under the Agreement, including but not limited to design or design/build services. ▪ Policies written on a Claims-Made basis shall be maintained for at least two years beyond termination of the Agreement.	▪ Such insurance shall cover all services rendered by the Contractor and its subcontractors under the Agreement. ▪ This insurance is not permitted to include any type of exclusion or limitation of coverage applicable to claims arising from: o bodily injury or property damage where coverage is provided in behalf of design professionals or design/build contractors o habitational or residential operations o mold and/or microbial matter and/or fungus and/or biological substance o punitive, exemplary or multiplied damages. ▪ Any retroactive date must be effective prior to beginning of services for the Owner. ▪ Policies written on a Claims-Made basis shall have an extended reporting period of at least two years beyond termination of the Agreement. Vendor shall trigger the extended reporting period if identical coverage is not otherwise maintained with the expiring retroactive date.

Contractors Pollution Liability	Amounts of coverage shall be no less than: ▪ $1,000,000 Each Loss ▪ $2,000,000 Annual Aggregate ▪ If a combined Contractor's Pollution Liability and Professional Liability policy is utilized, the limits shall be $3,000,000 Each Loss and Aggregate. ▪ The policy must provide coverage for: o the full scope of the named insured's operations (on-going and completed) as described within the scope of work for this Agreement o loss arising from pollutants including but not limited to fungus, bacteria, biological substances, mold, microbial matter, asbestos, lead, silica and contaminated drywall o third party liability for bodily injury, property damage, clean up expenses, and defense arising from the operations; o diminution of value and Natural Resources damages o contractual liability o claims arising from non-owned disposal sites utilized in the performance of this Agreement.	▪ The policy must insure contractual liability, name Owner Parties as an Additional Insured, and be primary and noncontributory to all coverage available to the Additional Insured. ▪ This insurance is not permitted to include any type of exclusion or limitation of coverage applicable to claims arising from: o Insured vs. insured actions. However exclusion for claims made between insured within the same economic family are acceptable. o impaired property that has not been physically injured o materials supplied or handled by the named insured. However, exclusions for the sale and manufacture of products are allowed. Exclusionary language pertaining to materials supplied by the insured shall be reviewed by the certificate holder for approval. o property damage to the work performed by the contractor o faulty workmanship as it relates to clean up costs o punitive, exemplary or multiplied damages o work performed by subcontractors ▪ If coverage is provided on a Claims Made basis, coverage will at least be retroactive to the earlier of the date of this Agreement or the commencement of contractor services relation to the Work. ▪ The policy will offer an extended discovery or extended reporting clause of at least three (3) years. ▪ Completed Operations coverage shall be maintained through the purchase of renewal policies to protect the insured and additional insured for at least two (2) years after the property owner accepts the project or this contract is terminated. The purchase of an extended discovery period or an extended reporting period on a Claims Made policy or the purchase of occurrence based Contractors Environmental Insurance will not be sufficient to meet the terms of this provision.
Builders Risk	▪ Coverage shall be provided in an amount equal at all times to the full contract value, including change orders, and cost of debris removal for any single occurrence. ▪ Coverage shall be at least as broad as an unmodified ISO Special form, shall be provided on a completed-value basis, and shall be primary to any other insurance coverage	▪ Insureds shall include Owner, General Contractor, all Loss Payees and Mortgagees, and subcontractors of all tiers in the Work as Insureds. ▪ Such insurance shall cover: o all structure(s) under construction, including retaining walls, paved surfaces and roadways, bridges, glass, foundation(s), footings,

	available to the named insured parties, with that other insurance being excess, secondary and non-contributing. ▪ The policy must provide coverage for: ○ Agreed Value — Included ○ Damage arising from error, omission or deficiency in construction methods, design, specifications, workmanship or materials, including collapse — Included ○ Debris removal additional limit — $1,000,000 ○ Earthquake and Earthquake Sprinkler Leakage — $5,000,000 ○ Flood — $5,000,000 ○ Freezing — Included ○ Mechanical breakdown including hot & cold testing — Included ○ Ordinance or law — $1,000,000 ○ Pollutant clean-up and removal — $ 25,000 ○ Preservation of property — Included ○ Theft — Included • Deductible shall not exceed ○ All Risks of Direct Damage, Per Occurrence, except — $10,000 ○ Named Storm — 2% subject to $50,000 minimum ○ Earthquake and Earthquake Sprinkler Leakage, Per Occurrence — $100,000 ○ Flood, Per Occurrence or excess of NFIP if in Flood Zone A or V — $100,000	underground pipes and wiring, excavations, grading, backfilling or filling; ○ all temporary structures (e.g., fencing, scaffolding, cribbing, false work, forms, site lighting, temporary utilities and buildings) located at the site; ○ all property including materials and supplies on site for installation; ○ all property including materials and supplies at other locations but intended for use at the site; ○ all property including materials and supplies in transit to the site for installation by all means of transportation other than ocean transit; and ○ other Work at the site identified in the Agreement to which this Exhibit is attached. • No protective safeguard warranty shall be permitted. • The termination of coverage provision shall be endorsed to permit occupancy of the covered property being constructed This insurance shall be maintained in effect, unless otherwise provided for the Agreement Documents, until the earliest of: ○ the date on which all persons and organizations who are insureds under the policy agree that it shall be terminated; ○ occupancy, in whole or in part; ○ the date on which release of substantial completion is executed; or ○ the date on which the insurable interests of Contractor in the Covered Property has ceased. • A waiver of subrogation provision shall be provided in favor of all insureds.

2. General Insurance Requirements

A. Definitions. For purposes of this Agreement:

i. "ISO" means Insurance Services Office.

ii. "Contractor" shall include subcontractors of any tier.

iii. "Owner Parties" means (a) Karnes County ("Owner"), (b) the Project, (c) any lender whose loan is secured by a lien against the Work, (d) their respective shareholders, members, partners, joint venturers, affiliates, subsidiaries, successors and assigns, (e) any directors, officers, employees, or agents of such persons or entities, and (f) others as required by the Construction Documents.

B. Policies.

i. Contractor shall maintain such General Liability, Excess Liability, Professional and Pollution insurance in identical coverage, form and amount, including required endorsements, for at least two (2) years following Date of Substantial Completion of the Work to be performed under this Agreement. Contractor shall provide written representation to Owner stating Work completion date.

ii. All policies must:
   a. Be written through insurance companies authorized to do business in the State in which the work is to be performed and rated no less than A-: VII in the most current edition of A. M. Best's Key Rating Guide at all times Work is to be performed.
   b. Provide a waiver of subrogation in favor of Owner Parties on all insurance coverage carried by Contractor, whether required herein or not.
   c. Contain an endorsement providing for thirty (30) days prior written notice of cancellation to Owner.
   d. Be provided to the Owner Parties in compliance with the requirements herein and shall contain no endorsements that restrict, limit, or exclude coverage required herein in any manner without the prior express written approval of the Owner.

iii. Failure of any Owner Party to demand such certificate or other evidence of full compliance with these insurance requirements or failure of any Owner Party to identify a deficiency from evidence that is provided shall not be construed as a waiver of the Contractor's obligation to maintain such insurance.

iv. Contractor shall provide to the Owner a certified copy of all insurance policies required herein within ten (10) days of any such request. Renewal policies, if necessary, shall be delivered to the Owner prior to the expiration of the previous policy.

v. Commencement of Work without provision of the required certificate of insurance, evidence of insurance and/or required endorsements, or without compliance with any other provision of this Agreement, shall not constitute a waiver by any Owner Party of any rights. The Owner shall have the right, but not the obligation, of prohibiting the Contractor or any subcontractor from performing any Work until such certificate of insurance, evidence of insurance and/or required endorsements are received and approved by the Owner.

C. <u>Limits, Deductibles and Retentions</u>

i. The limits of liability may be provided by a single policy of insurance or by a combination of primary and excess policies, but in no event shall the total limits of liability available for any one occurrence or accident be less than the amount required herein.

ii. No deductible or self-insured retention shall exceed $25,000 without prior written approval of the Owner, except as otherwise specified herein. All deductibles and/or retentions shall be paid by, assumed by, for the account of, and at the Contractor's sole risk. The Contractor shall not be reimbursed for same

D. <u>Forms</u>

i. If the forms of policies, endorsements, certificates or evidence of insurance required by this Exhibit are superseded or discontinued, Owner will have the right to require other equivalent forms.

ii. Any policy or endorsement form other than a form specified in this Exhibit must be approved in advance by Owner.

E. **<u>Evidence of Insurance</u>**. Insurance must be evidenced as follows:

i. ACORD Form 25 Certificate of Liability Insurance for liability coverages.

ii. ACORD Form 28 Evidence of Commercial Property Insurance for property coverages.

iii. Evidence shall be provided to Owner prior to commencing Work and prior to the expiration of any required coverage.

iv. ACORD Forms specify:
   a. Owner as certificate holder at Owner's mailing address;
   b. Insured's name, which must match that on this Agreement;
   c. Insurance companies producing each coverage and the policy number and policy date of each coverage;
   d. Producer of the certificate with correct address and phone number and have the signature of the authorized representative of the producer;
   e. Additional Insured status in favor of Owner Parties;
   f. Amount of any deductible or self-insured retention in excess of $25,000;

g. Designated Construction Project(s) General Aggregate Limit;
h. Primary and non-contributory status;
i. Waivers of subrogation; and
j. All exclusions and limitations added by endorsement to the General Liability coverage. This can be achieved by attachment of the Schedule of Forms and Endorsements page.

v. Copies of the following shall also be provided:
a. General Liability Additional insured endorsement(s);
b. General Liability Schedule of Forms and Endorsements page(s); and
c. 30 Day Notice of Cancellation endorsement applicable to all required policies.

F. Contractor Insurance Representations to Owner Parties

i. It is expressly understood and agreed that the insurance coverages required herein (a) represent Owner Parties' minimum requirements and are not to be construed to void or limit the Contractor's indemnity obligations as contained in this Agreement nor represent in any manner a determination of the insurance coverages the Contractor should or should not maintain for its own protection; and (b) are being, or have been, obtained by the Contractor in support of the Contractor's liability and indemnity obligations under this Agreement. Irrespective of the requirements as to insurance to be carried as provided for herein, the insolvency, bankruptcy or failure of any insurance company carrying insurance of the Contractor, or the failure of any insurance company to pay claims accruing, shall not be held to affect, negate or waive any of the provisions of this Agreement.

ii. Failure to obtain and maintain the required insurance shall constitute a material breach of, and default under, this Agreement. If the Contractor shall fail to remedy such breach within five (5) business days after notice by the Owner, the Contractor will be liable for any and all costs, liabilities, damages and penalties resulting to the Owner Parties from such breach, unless a written waiver of the specific insurance requirement(s) is provided to the Contractor by the Owner. In the event of any failure by the Contractor to comply with the provisions of this Agreement, the Owner may, without in any way compromising or waiving any right or remedy at law or in equity, on notice to the Contractor, purchase such insurance, at the Contractor's expense, provided that the Owner shall have no obligation to do so and if the Owner shall do so, the Contractor shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages.

iii. This Exhibit is an independent contract provision and shall survive the termination or expiration of the Construction Agreement.

G. Insurance Requirements of Contractor's Subcontractors

i. Insurance similar to that required of the Contractor shall be provided by all subcontractors (or provided by the Contractor on behalf of subcontractors) to cover operations performed under any subcontract agreement. The Contractor shall be held responsible for any modification in these insurance requirements as they apply to subcontractors. The Contractor shall maintain certificates of insurance from all subcontractors containing provisions similar to those listed herein (modified to recognize that the certificate is from subcontractor) enumerating, among other things, the waivers of subrogation, additional insured status, and primary liability as required herein, and make them available to the Owner upon request.

ii. The Contractor is fully responsible for loss and damage to its property on the site, including tools and equipment, and shall take necessary precautions to prevent damage to or vandalism, theft, burglary, pilferage and unexplained disappearance of property. Any insurance covering the Contractor's or its subcontractor's property shall be the Contractor's and its subcontractor's sole and complete means or recovery for any such loss. To the extent any loss is not covered by said insurance or subject to any deductible or co-insurance, the Contractor shall not be reimbursed for same. Should the Contractor or its subcontractors choose to self insure this risk, it is expressly agreed that the Contractor hereby waives, and shall cause its subcontractors to waive, any claim for damage or loss to said property in favor of the Owner Parties.

H. Use of the Owners Equipment

The Contractor, its agents, employees, subcontractors or suppliers shall use the Owners equipment only with express written permission of the Owners designated representative and in accordance with the Owners terms and condition for such use.

If the Contractor or any of its agents, employees, subcontractors or suppliers utilize any of the Owners equipment for any purpose, including machinery, tools, scaffolding, hoists, lifts or similar items owned, leased or under the control of the Owner, the Contractor shall defend, indemnify and be liable to the Owner Parties for any and all loss or damage which may arise from such use.

I. Release and Waiver

The Contractor hereby releases, and shall cause its subcontractors to release, the Owner Parties from any and all claims or causes of action whatsoever which the Contractor and/or its subcontractors might otherwise now or hereafter possess resulting in or from or in any way connected with any loss covered by insurance, whether required herein or not, or which should have been covered by insurance required herein, including the deductible and/or uninsured portion thereof, maintained and/or required to be maintained by the Contractor and/or its subcontractors pursuant to this Agreement. **THE FOREGOING RELEASE AND WAIVER APPLY EVEN IF THE LOSS OR DAMAGE IS CAUSED IN WHOLE OR IN PART BY THE FAULT OR NEGLIGENCE OR STRICT LIABILITY OF THE OWNER PARTIES.**

Exhibit 4 – Prevailing Wage Rates

NOTICE OF CLARIFICATION
PREVAILING WAGE RATES

2025-0282R All Abilities Playground

Contract No. 2025-02282R

Effective April 15, 2025, City Council passed a resolution adopting the City of El Paso Prevailing Wage Rates for "Highway" and "Heavy" construction in accordance with Chapter 2258.022(a)(1) of the Texas Government Code

This Contract contains one sets of wage rates:

- **The City of El Paso Prevailing Wage Rates**

Where there are similar job classifications in both the Federal Wage Rates and the City of El Paso Prevailing Hourly Wage Rates, the higher wage of the two within the relevant construction type shall be paid.

The Building wage determination will apply to all buildings including any construction which connects them.

The Heavy/Highway wage decision will apply beyond the five (5) foot perimeters of the building(s) to the parking lot and access ramps that lead away from the buildings.

*****APPRENTICES MAY BE REQUIRED FOR THIS PROJECT*****

CITY OF EL PASO, TEXAS

2024 Building Construction Trades Wage Rates

Job Classification	Base Rate	Fringe	Hourly Wage	Total 8 hr work day
Asbestos/Lead Abatement/Mold Remediation	$31.51	$12.06	$43.57	$348.56
Automatic Fire Sprinkler Fitter,Certified	36.15	23.88	60.03	480.24
Block, Brick, and Stone Mason	17.97	-	17.97	143.76
Caulker/Sealers	11.29	-	11.29	90.32
Carpenter	19.53	-	19.53	156.24
Carpenter/ All Other Work	17.16	1.88	19.04	152.32
Carpenters/ Acoustical Ceiling Installation	21.83	-	21.83	174.64
Cement and Concrete Finishers	19.13	-	19.13	153.04
Commercial Truck Driver	14.75	-	14.75	118.00
Communication/ Security Technician	16.50	2.12	18.62	148.96
Crane and Heavy Equipment Operator	32.85	13.10	45.95	367.60
Door & Hardware Specialist	12.00	1.35	13.35	106.80
Drywall and Ceiling Tile Installers	19.25	-	19.25	154.00
Drywall Finishers & Tapers	15.55	-	15.55	124.40
Electrician	25.50	7.92	33.42	267.36
Elevator Installers & Repairers	31.35	15.10	46.45	371.60
Fence Erectors - Include Skilled Labor	9.93	1.83	11.76	94.08
Floor Layers/Carpet and Resilient	12.87	-	12.87	102.96
Floor Layers - Specialty	13.00	-	13.00	104.00
Floor Layers-Wood	11.50	-	11.50	92.00
Fork Lift and Man Lift (boom and scissor)	14.83	-	14.83	118.64
Glaziers	15.86	1.00	16.86	134.88
Hazardous Materials Removal Workers	10.00	-	10.00	80.00
Heating, Air Conditioning and Refrigeration Service Technician	31.14	12.43	43.57	348.56
Insulation Workers/Mechanical	31.26	11.96	43.22	345.76
Irrigator- Landscape, Certified	15.28	-	15.28	122.24
Laborer (Common)	15.22	-	15.22	121.76
Locksmith	13.35	-	13.35	106.80
Mechanic	23.44	-	23.44	187.52
Painters	17.79	-	17.79	142.32
Paper Hanger	14.00	-	14.00	112.00
Pipe Fitters and Steamfitters	23.53	9.02	32.55	260.40
Pipe Layer	18.00	-	18.00	144.00
Applicator	22.36	-	22.36	178.88
Plumbers/ Medical Gas Installer	40.74	15.35	56.09	448.72
Reinforcing Iron and Rebar Workers	22.69	-	22.69	181.52
Roofers	16.00	-	16.00	128.00
Scaffolding Erector	19.08	-	19.08	152.64
Sheet Metal Workers	27.16	-	27.16	217.28
Structural Iron and Steel Workers/Metal Building Erector	25.57	13.24	38.81	310.48
Tile Setters	13.86	-	13.86	110.88
Welder	$16.89	$0.00	$16.89	$135.12

* Welder - Wage depends on craft perfomed, if welding is necessary.

April 1, 2025

2024 BUILDING CONSTRUCTION DEFINITIONS

Asbestos/Lead Abatement/Mold Remediation
Assembles work platform and seals off work area, using plastic sheeting and duct tape. Positions mobile decontamination unit or portable showers at entrance of work area. Positions portable air evacuation and filtration system inside work area. Cuts and scrapes asbestos, mold or paint from surfaces, using knife and scraper. Assists in demolition and deconstruction activities of buildings. Shovels asbestos, mold or paint into plastic disposal bags and seals bags, using duct tape. Cleans work area of loose asbestos, mold or paint, using vacuum, broom, and dustpan. Places asbestos, mold or paint in disposal bags and seals bags, using duct tape, loads bags into truck. Cleans and maintains tools, sampling equipment and lab equipment. Responsible for keeping site and grounds clean and neat. Performs daily equipment checks. Picks up necessary supplies and tools from warehouse as directed. Loads and unloads scrap materials into trucks and roll off boxes. Performs work safely in accordance with departmental safety procedures and operates equipment safely. Reports any unsafe work condition or practice to supervisor. Performs other related and non-related duties as assigned.

Automatic Fire Sprinkler Fitter, Certified
Sprinkler Fitters specialize in piping associated with fire sprinkler systems. These types of systems are required to be installed and maintained in accordance with strict guidelines, usually National Fire Protection Association (NFPA) standards, in order to maintain compliance with building and fire codes. Sprinkler Fitters work with a variety of pipe and materials including: plastic, copper, steel, cast iron, and ductile iron. The fire suppression piping may contain: water, air, antifreeze, fire retardant foam, gas, or chemicals for hood systems. Sprinkler systems installed by Sprinkler Fitters can include but not limited: to underground supply, standpipes, fire pumps as well as overhead piping systems.

Block, Brick, and Stone Mason
Lay and bind building materials, such as: brick, structural tile, concrete block, cinder block, glass block, and terra-cotta block, with mortar and other substances to construct, or repair walls, partitions, arches, sewers, and other structures. Classify installers of mortarless segmental concrete masonry wall units. Constructs partitions, fences, walks, fireplaces, chimneys, smokestacks, et cetera using stone, marble, granite, slate. Cutting, grouting, and pointing of materials listed above which is necessary shall be part of this classification.

Carpenters – Acoustical Ceiling Installation
Construct, erect, install or repair acoustical ceiling grid, ceiling tile, and other items laid in acoustical grid.

Carpenter – Rough
Construct, erect, install, or repair structures and fixtures made of wood, such as concrete forms; building frameworks, including partitions, joists, studding, and rafters; wood stairways, window and door frames. May also install cabinets, and siding. Include brattice builders who build doors

or brattices (ventilation walls or partitions) in underground passageways to control the proper circulation of air through the passageways.

Carpenter – All Other Work
Construct, erect, install or repair cabinets and other fixtures or structures requiring a high level of workmanship. Includes Cabinetmakers and Bench Carpenters – cut, shape, and assemble wooden articles or set up and operate a variety of woodworking machines, such as power saws, jointers, and mortisers to surface, cut or shape lumber or to fabricate parts for wood products. Perform related duties such as trim work.

Caulker/Sealers
Applies water proofing agents or caulk to a variety of structures and materials.

Cement and Concrete Finishers
Smooth and finish surfaces of poured concrete, such as floors, walks, sidewalks, roads, or curbs using a variety of hand and power tools. Align forms for sidewalks, curbs, or gutters; patch voids; use saws to cut expansion joints. Classify installers of mortarless segmental concrete wall units.

Commercial Truck Driver
Drive a truck, van or tractor-trailer combination to transport and deliver goods, or materials in liquid, loose, or packaged form. May be required to unload truck.

Communication/Security Technician
Set-up, re-arrange, or remove switching and dialing equipment used in central offices. Service or repair telephones and other communication equipment on customers' property. May install equipment in new locations or install wiring and telephone jacks in buildings under construction. Install, program, maintain, and repair security and fire alarm wiring and equipment. Ensure that work is in accordance with relevant codes. Exclude "Electricians" who do a broad range of electrical wiring.

Crane and Heavy Equipment Operator
A worker who operates a crane or other types of heavy equipment to hoist and move materials, raise and lower heavy weights and perform other related operations. May be crawler type or rubber-tired. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

Door and Hardware Specialist
Installs or repairs doors, hardware and accessories. Are responsible for the installation of contract commercial hardware and custom architectural grade wood doors, steel doors and frames for all Prevailing Wage jobs. Shall be trained by their employer's, employer’s apprenticeship, or in factory training classes in the proper methods and techniques and requirements for the installation of Architectural Grade commercial wood and metal doors, frames and hardware in conformance with all local, state, and federal code.

Drywall and Ceiling TileInstallers
Apply plasterboard, or other wallboard to ceilings, or interior walls of buildings. Apply or mount acoustical tiles or blocks, strips, or sheets of sound-absorbing materials to ceilings and walls of buildings to reduce or reflect sound. Materials may be of decorative quality. Includes metal stud framing. Exclude "Carpet Installers", “Carpenters – Acoustical Ceiling Installation", and "Tile and Marble Setters".

Drywall Finishers and Tapers
Seal joints between plasterboard or other wallboard, including bedding and texturing, to prepare wall surface for painting or papering.

Electrician
Plan and execute the layout and installation of electrical conduit, switch panels, buss bars, outlet boxes, electrical wires and cables, lighting standards, lighting fixtures, receptacles, switches, and other electrical devices and apparatus necessary for the complete electrical installation. To include the installation of cabling, wire, conduits and end devices for Temperature Control, Building Automation, and Energy Management Systems, et cetera. Includes installation of photovoltaic solar panels.

Elevator Installers and Repairers
Assemble, install, repair, or maintain electric or hydraulic freight or passenger conveyances including but not limited to elevators, escalators, dumbwaiters, moving walks and wheelchair lifts.

Fence Erectors - Include with Skilled Labor
Erect and repair metal and wooden fences and fence gates around highways, industrial establishments, residences, or farms, using hand and power tools. Excludes rock and stone fences.

Floor Layers – Carpet and Resilient
Apply blocks, strips, or sheets of shock-absorbing, sound-deadening, or decorative coverings to floors. Lay and install carpet from rolls, tiles or blocks on floors. Install padding and trim flooring materials. Installs variety of soft floor materials including vinyl and VCT. Exclude wood floors and specialty floors.

Floor Layers - Specialty
Prepares surface, installs and finishes specialty floor material such as manufactured or engineered and laminated wood.

Floor Layers - Wood
Install, scrape and sand wooden floors to smooth surfaces using floor scraper and floor sanding machine, and apply coats of finish to include gymnasium and bowling alleys.

Glaziers
Installs glass in windows skylights, store fronts and display cases, or on surfaces such as: building fronts, interior walls, ceilings and tabletops. The installation, setting, cutting, preparing, fabricating, distributing, handling or removal of the following: glass and glass substitutes used in place of glass, pre-glazed windows, retrofit window systems, mirrors, curtain wall systems, window wall systems, cable net systems, canopy systems, structural glazing systems, unitized systems, interior glazing systems, photovoltaic panels and systems, suspended glazing systems, louvers, skylights, entranceway systems including doors and hardware, revolving and automatic door systems, patio doors, store front systems including the installation of all metals, column covers, panels and panel systems, glass hand rail systems, decorative metals as part of the glazing system, and the sealing of all architectural metal and glass systems for weatherproofing and structural reasons, vinyl, molding, rubber, lead, sealants, silicone and all types of mastics in wood, iron, aluminum, sheet metal or vinyl sash, doors, frames, stone wall cases, show cases, book cases, sideboards, partitions and fixtures. Performs other related duties.

Heating, Air Conditioning and Refrigeration Service Technician
Repair and service heating, central air conditioning, or refrigeration systems, including oil burners, hot-air furnaces, heating stoves, and air handlers. (Installation of systems is performed by sheet metal worker). Includes HVAC mechanic.

Insulation Workers –Mechanical
This work includes the preparation, alteration, application, removal, hauling, erection, assembling, molding, spraying, pouring, mixing, hanging, adjusting, repairing, dismantling, reconditioning, maintenance, finishing, and/or weatherproofing of cold or hot thermal insulations with such materials as may be specified when those materials are to be installed for thermal purposes in voids, or to create voids, or on either piping, fittings, valves, boilers, ducts, flues, tanks, vats and equipment, or on any hot or cold surfaces for the purpose of thermal control or to be installed for sound control purposes mechanical devices, equipment, piping, surfaces related in an integral way to the insulation of such mechanical devices, equipment and piping. This work also includes all labor connected with insulation for; temperature control, personnel protection, safety and/or prevention of condensation. This work also includes all labor connected with hauling, distribution and cleanup of materials on the job premises. All thermal tape, pads, metered fittings (insulation, metal or plastic), batts and lags.

Irrigator- Landscape, Certified
Certified by TCEQ to install watering systems in various sizes and grades of lawn in order to maintain sufficient pressure and to insure even dispersal of water.

Laborer
Performs manual duties in all phases of construction. Demolition (interior and exterior), Flagging and Traffic Control, General Clean-Up, Air and PowerTool Operators (Including chipping guns, jackhammers and tampers), all material handling and clean-up, except refractory, chute/hose operator, raking, shoveling and vibrating, raking, shoveling, luting, ironing, dumping and

spreading, trenching, material handling, back filling (*Equipment Operators Incidental to Laborers' scope of work). Landscape or maintain grounds of property using equipment as needed. Workers typically perform a variety of tasks, which may include any combination of the following: sod laying, mowing, trimming, planting, watering, fertilizing, digging, raking, sprinkler repair, and installation of mortarless segmental concrete masonry wall units. Does not ordinarily perform work permitting exercise of independent judgment or without close direction by other workers.

Locksmith
Self-explanatory.

Mechanic
Maintains and repairs construction tools and equipment.

Painters - Building
Paint walls, equipment, buildings, bridges, and other structural surfaces, using brushes, rollers, and spray guns. May remove old paint to prepare surface prior to painting. May mix colors or oils to obtain desired color or consistency. Exclude "Paperhangers."

Paper Hanger
Measures, cuts, and hangs wallpaper and Fiber Reinforced Paneling.

Pipe Layer (Utility)
Installs concrete, clay, steel, ductile iron, plastic, corrugated pipe and any other type of pipe for storm drainage, water lines, gas lines and sanitary sewer lines. Lays underground communication and electrical ducts. May install and set electrical ground boxes, hand holes, manholes, inlets and other structures. Caulks joints, makes threaded and flanged connections. Installs valves and other accessories. Performs other related duties.

Pipe Fitters and Steamfitters
Assemble, install, alter, and repair pipelines or pipe systems that carry water, steam, air, or other liquids or gases. May install heating and cooling equipment and mechanical control systems. Includes pressurized lines and flow lines for gas, air, and oil found in industrial settings.

Plaster, Stucco, Lather, and EIFS Applicator
Apply interior or exterior plaster, stucco, or similar materials. May also set ornamental plaster. Applies acoustical plaster, interior and exterior plastering of stone imitation or any patented materials when cast. Molds and sets ornamental plaster and trim and runs ornamental plaster cornice and molding.

Plumbers/ Medical Gas Installer
Assemble, install, alter, and repair pipelines or pipe systems that carry water, steam, air, or other liquids or gases. May install heating and cooling equipment and mechanical control systems.

Assemble, install, alter, and repair pipelines or pipe systems that carry medical gases or liquids. Specialized training and certification required.

Reinforcing Iron and Rebar Workers
Position and secure steel bars or mesh in concrete forms in order to reinforce concrete. Includes post-tensioning. Use a variety of fasteners, rod-bending machines, blowtorches, and hand tools.

Roofers
Cover roofs of structures with shingles, tile, slate, asphalt, aluminum, wood, metal and related materials. May spray roofs, sidings, and walls with material to bind or seal sections of structures. Includes metal and membrane roofs.

Sheet Metal Workers
Fabricate, assemble, install, and repair sheet metal products and equipment, such as ducts, seal the system, pressure test and test and balance, control boxes, drainpipes, architectural sheet metal, hangers, brackets, used in the installation of sheet metal, and installs grills, registers, and furnace casings. Work may involve any of the following: setting-up and operating fabricating machines to cut, bend, and straighten sheet metal, operating soldering equipment to join sheet metal parts; inspecting, assembling, and smoothing seams and joints of burred surfaces, including metal flashings, gutters, canopies, soffit's, louvers, skylights and custom metal roofs. Installs warm air furnaces except where necessary piping for gas, or oil is performed under the plumbing and pipefitting classification. Include sheet metal duct installers who install prefabricated sheet metal ducts used for heating, air conditioning, or other purposes. Fire life safety, damper inspection, stairwell pressurization. May install other heating and cooling devices which are in connection with duct systems.

Structural Iron and Steel Workers/Metal Building Erector
Rigging, raise, place, and unite iron or steel, prefabricated metal buildings precast concrete, precast "tilt-up" panels, concrete and steel bridge members, concrete decking, ornamental iron, handrails, stairs, curtain wall/glass framework, girders, columns, beams, and other structural members to form completed structures or structural frameworks using hand tools, power tools, and hoisting equipment. Erects frame of building, using hoist. Bolts steel frame members together. Attaches wire and insulating materials to framework. Attaches sheet metal panels to framework including standing seam sheets. Installs and trims sheet metal on prefabricated metal buildings, using cutting torch, power saw, and tin snips. Rigging of heavy equipment, assembly and disassembly of cranes. May erect metal storage tanks. Exclude "Reinforcing Iron and Rebar Workers".

Tile Setters
Apply hard tile, terrazzo tile and veneer to walls, floors, and ceilings. Includes surface preparation as necessary.

Scaffolding Erector
Erection of a temporary elevated platform (both supported and suspended) and its supporting structure (including points of anchorage) to be used for supporting employees or material or both.

- Welder - Receives rate prescribed for craft performing operation to which welding is incidental.
- Fork Lift and Man Lift (boom and scissor) - Receives rate prescribed for craft performing operation to which operation of this equipment is incidental

CITY OF EL PASO, TEXAS

2024 Heavey and Highway Construction Trades Wage Rates

TX DOT Job ID	Job Classification	Base Rate	Fringe	Hourly Wage	Total 8 hr work day
1106	Asphalt Raker	17.81	-	17.81	142.48
1112	Batching Plant Operator, Asphalt	18.89	2.85	21.74	173.92
1115	Batching Plant Operator, Concrete	18.23	2.85	21.08	168.64
1124	Concrete Finisher, Paving and Structures	17.35	-	17.35	138.80
1139	Electrician	25.50	7.92	33.42	267.36
1143	Telecommunication Technician	17.76	-	17.76	142.08
1150	Flagger	15.00	-	15.00	120.00
1151	Form Builder, Setter, Structures	16.51	2.85	19.36	154.88
1160	Form Setter, Paving and Curb	12.26	-	12.26	98.08
1172	Laborer, Common	15.78	-	15.78	126.24
1175	Laborer, Utility	16.87	-	16.87	134.96
1187	Mechanic	28.39	-	28.39	227.12
1194	Servicer	13.44	-	13.44	107.52
1196	Painter, Structures	15.92	-	15.92	127.36
1205	Pipelayer	18.28	-	18.28	146.24
1214	Blaster	19.26	2.85	22.11	176.88
1300	Asphalt Distributor Operator	19.77	-	19.77	158.16
1303	Asphalt Paving Machine Operator	18.67	-	18.67	149.36
1305	Broom or Sweeper Operator	18.25	-	18.25	146.00
1315	Concrete Paving Curing, Float, Texturing Machine Operator	19.50	-	19.50	156.00
1318	Concrete Pavement Finishing Machine Operator	16.03	-	16.03	128.24
1344	Crane Operator, Hydraulic 80 tons or less	32.15	-	32.15	257.20
1345	Crane Operator, Hydraulic Over 80 tons	32.85	-	32.85	262.80
1346	Loader/Backhoe Operator	18.67	-	18.67	149.36
1347	Excavator Operator, 50,000 lbs or less	21.08	-	21.08	168.64
1363	Foundation Drill Operator, Truck Mounted	16.22	-	16.22	129.76
1369	Front End Loader Operator, 3 CY orLess	17.86	-	17.86	142.88
1372	Front End Loader Operator, Over 3CY	20.34	-	20.34	162.72
1380	Milling Machine Operator	18.56	-	18.56	148.48
1390	Motor Grader Operator, Fine Grade	20.29	-	20.29	162.32
1393	Motor Grader Operator, Rough	24.33	-	24.33	194.64
1402	Roller Operator, Asphalt	18.76	-	18.76	150.08
1411	Scraper Operator	11.12	-	11.12	88.96
1600	Truck Driver, Single Axle	17.09	-	17.09	136.72
1606	Truck Driver, Single or Tandem Axle Dump Truck	20.77	-	20.77	166.16
1607	Truck Driver, Tandem Axle Tractorwith Semi Trailer	21.58	-	21.58	172.64
1609	Truck Driver Lowboy - Flat	19.65	-	19.65	157.20
1612	Truck Driver Transit - Mix	21.65	-	21.65	173.20
1705	Structural Steel Welder	38.81	-	38.81	310.48
1706	Welder	21.85	-	21.85	174.80

*Welder - Wage depends on craft performed, if welding is necessary.

April 1, 2025

2024 HEAVY AND HIGHWAY CONSTRUCTION DEFINITIONS

1106 Asphalt Raker
Distributes asphaltic materials evenly over road surface by raking and brushing material to correct thickness; may control screed to regulate width and depth of materials; directs Laborers when to add or take away material to fill low spots or to reduce high spots.

1112 Batching Plant Operator, Asphalt
Operates a stationary or portable batching scale that weighs out asphaltic materials. Adjusts scales for required weight of the materials. Operates controls that admit materials separately from storage hoppers to weighing bins. Observes scales or indicators that show when proper amount of materials have been made. Discharges materials from weighing bin into truck or other carrier. May operate all equipment necessary to support batching operations. May oil, grease or otherwise service or make adjustments, including welding. May measure materials by weight. May perform quality control and assurance. Performs other related duties.

1115 Batching Plant Operator, Concrete
Operates a stationary or portable batching scale that weighs out concrete materials. Adjusts scales for required weight of the materials. Operates controls that admit materials separately from storage hoppers to weighing bins. Observes scales or indicators that show when proper amount of materials have been made. Discharges materials from concrete plant or pugmill into truck or other carrier or mixer. May operate all equipment necessary to support batching operations. May oil, grease or otherwise including welding. May measure materials by volume or weight. May perform quality control and assurance. Performs other related duties.

1124 Concrete Finisher, Paving and Structures
Finishes the exposed surfaces of fresh concrete paving, median barrier and every element of concrete structures to the final trowels. Operates bridge deck finishing machine. Forms and finishes edges and joints. Finishes concrete curbs and gutters. Finishes exposed surface of concrete after forms have been removed by patching imperfections with fresh concrete, rubbing surface with abrasive stone, and directing others in removing excess or defective concrete with power tools. Performs other related duties.

1139 Electrician
Plans and directs the layout of metal electrical conduit, installs wiring systems, switch panels, buss bars; works on overhead distribution systems and underground distribution systems. Performs other related duties.

1143 Telecommunications Technician
Installs and troubleshoots communication equipment including cabling for the transmission of communication circuits. Terminates and tests communication circuits including video, voice and data. Installs communication equipment in buildings, outdoor cabinets, and pole mounted installations. Installs, terminates, and tests optical fiber cables as well as copper communication cable carrying less than 50 volts AC. Performs other related duties.

1144 Communications Cable Installer
Installs communication cable under direction of telecommunication technician including optical fiber and cable carrying less than 50 volts AC. Operates equipment associated with cable installation. Performs other related duties.

1145 Traffic Signal/Light Pole Worker
Sets forms, reinforcing steel, anchor bolts and pours/finishes concrete for traffic signal and light pole foundations. Assembles, erects, and plumbs traffic signal and light pole structures by bolting and other means. Installs signal spans, signal heads, signal detection, and lights on equipment. Installs cabling and wiring in signal and light poles, on signal and light spans and underground raceway systems. Properly identifies and terminates cables and wiring to appropriate equipment. Installs signal controllers and service equipment. Tests and troubleshoots system for proper operation. Performs other related duties.

1150 Flagger
A worker who directs traffic in or around a construction site. May use signs or devices to direct traffic. May help assemble, position, and clean devices or equipment used to direct traffic. Must be able to effectively communicate with the public. May require certain level of training by TxDOT specifications. Performs other related duties.

1151 Form Builder/Setter, Structures
Works from plans to build, assemble, fit together, align, plumb, and set in place forms for molding concrete structures. Forms may be wood, steel, aluminum, fiberglass, or any other type of material. Checks forms while concrete is being placed. Directs others in stripping forms after concrete is placed. May install miscellaneous materials integral to concrete structures. May install precast concrete elements. Prepares for slipforming traffic rail and median barrier. May install permanent metal deck forms. May work with power tools. Performs other related duties.

1160 Form Setter, Paving and Curb
Fits together, aligns, and sets to grade metal and wooden forms for placement for concrete paving and curbs. Works with survey crew to set stringline for paving, curb and gutter and curb. Performs other related duties.

1172 Laborer, Common
A general term used on construction work covering many unskilled classifications requiring work of a physical nature. A laborer works with all crews doing everything from pick and shovel work to cleaning up lumber with hammer, shoveling and placing concrete, uses air tools, cleans concrete joints and fills joints with sealing compound from bucket or with hose and nozzle from a central source, applies coating of oil to inside face of forms, may help set and strip forms, unloads and transports reinforcing steel, cures newly poured concrete, helps lower pipe into ditch for pipelayers, builds fences, works with dirt crew keeping construction layout stakes out of the way of dirt-moving equipment. May fine grade excavation and ditches, shovels hot asphalt material. May use power tools and other necessary equipment in demolition work. Does not ordinarily perform work permitting exercise of independent judgment or without close direction by other workers. Usually, an entry level position as the first step to learn a skill. Performs other related duties.

1175 Laborer, Utility

Performs a variety of manual duties, usually working in a utility capacity by working on multiple projects and tasks where demands require workmen with varied experience and ability to work without close direction. Unloads and transports reinforcing steel. May occasionally place and tie reinforcing steel. Directs common laborers in pouring concrete. Erects shoring and bracing. Assists in installation of pipe. Installs, operates, maintains dewatering systems. May assist equipment operators in positioning machines, verifying grades, and signaling operators to dumping positions to maintain grades as directed. Uses power tools and air tools. May work as lead man in a labor crew. Installs and maintains erosion control. Is more or less a general utility construction worker. May be a second step in learning a skill. Performs other related duties.

1187 Mechanic

Assembles, sets up, adjusts and maintains and repairs all types of construction equipment and trucks. May perform the duties of a welder in repair of equipment. Performs other related duties.

1194 Servicer

Drives a truck which carries various fuels, oils, greases and filters. Must have knowledge of and is responsible for the correct oiling and greasing and changing of filters on equipment according to manufacturers' specifications. Uses compressed air grease guns, wrenches, and other tools. May make adjustments to clutches, brakes and other mechanical items. Keeps record of service for preventive maintenance records. May have laborer assisting him. May require CDL if driving truck on public highways. Performs other related duties.

1196 Painter, Structures

Paints and stains structural steel and concrete surfaces of bridges, retaining walls or other structures. Directs cleaning and abrasive blasting of surfaces prior to painting or staining. Performs other related duties.

1202 Piledriver

Sets in place, aligns, plumbs, and directs driving of timber, concrete, steel, pipe and any other type of piling. Sets, drives, and pulls steel, concrete and other types of sheet piling. Rigs pile and leads and bracing. Signals operator. Splices piles before and after driving. Directs pile cutoffs. May direct jetting or drilling equipment in connection with installing piles to grade. Performs other related duties.

1205 Pipelayer

Installs concrete, clay, steel, ductile iron, plastic, corrugated pipe and any other type of pipe for storm drainage, water lines, gas lines and sanitary sewer lines. Lays underground communication and electrical ducts. May install and set electrical ground boxes, hand holes, manholes, inlets and other structures. Caulks joints, makes threaded and flanged connections. Installs valves and other accessories. Performs other related duties.

1214 Blaster

Loads and fires blast holes for breaking up rock, concrete and other hard materials. Stores and handles explosives and detonating devices. Attaches fuses and electric wires. May use prima-cord or delay caps. Performs other related duties.

1300 Asphalt Distributor Operator
Drives distributor truck, sets spray bars and operates valves and lever to control distribution of bituminous material for highway surfacing. May oil, grease or otherwise service and make adjustments to equipment as needed. Performs other related duties.

1303 Asphalt Paving Machine Operator
Operates paving machine that spreads and levels asphaltic concrete on highway subgrade. Controls movement of machine, raises and lowers screed, regulates width of screed. May oil, grease, service and make adjustments to equipment as needed. Performs other related duties.

1305 Broom or Sweeper Operator
Operates a self-propelled machine to sweep and clean roadway surfaces. May oil, grease, service and make adjustments to equipment as needed. Performs other related duties.

1306 Crawler Tractor Operator
Operates a crawler tractor with a bulldozer mounted in front of chassis to level, distribute and push earth or other material. May operate a ripper attachment to break up rock or other hard material. May use a push block on front of tractor to push load scrapers. May oil, grease or otherwise service and make minor repairs to equipment as needed. Performs other related duties.

1315 Concrete Paving Curing, Float, Texturing Machine Operator
Operates self-propelled machine(s) which may or may not travel on concrete paving forms and operates pump on the machine which sprays curing compound on freshly poured concrete or tube floats concrete or textures fresh concrete. May oil, grease, or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

1318 Concrete Pavement Finishing Machine Operator
Operates self-propelled machine(s) which may or may not travel on paving forms, spreading, and leveling fresh concrete to grade by use of augers and screeds. May oil, grease, to otherwise services and make adjustments to equipment as necessary. Performs other related duties.

1329 Joint Sealer
Cleans and seals joints requiring a hot or cold sealing compound in concrete paving, sidewalks, driveway and approach slabs. May oil, grease or make necessary repairs and adjustments. Performs other related duties.

1333 Concrete Saw Operator
Operates a water-cooled power saw with either diamond or an abrasive blade to saw expansion and contraction joints in concrete pacing. May also be used to saw asphaltic pavements. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

1339 Subgrade Trimmer
Operates a machine that controls subgrade elevation. Machine may run on paving forms or be controlled electronically. Machine may be automated to control depths of subgrade or operator may mechanically operate to eject excess materials from subgrade with augers or blades. May oil,

grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

1341 Small Slipform Machine Operator
Operates a self-propelled machine which may either lay curb and gutter, median safety barrier or bridge rail. Manipulates hand or foot levers to control movements of the machine. Raises or lowers screed, regulates width of screed. May oil, grease, or otherwise service and make necessary adjustment to equipment as needed. Performs other related duties.

1342 Crane Operator, Lattice Boom 80 tons or less
A worker who operates a lattice boom type crane to hoist and move materials, raise and lower heavy weights and perform other related operation. May be crawler type or rubber-tired. May include placement of rock riprap, clamshell, dragline, pipe and pile driving operations. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

1343 Crane Operator, Lattice Boom Over 80 tons
A worker who operates a lattice boom type crane to hoist and move materials, raise and lower heavy weights and perform other related operation. May be crawler type or rubber-tired. May include placement of rock riprap, clamshell, dragline, pipe and pile driving operations. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

1344 Crane Operator, Hydraulic 80 tons or less
A worker who operates a hydraulic telescoping boom type crane to hoist and move materials, raise, and lower heavy weights and perform other related operations. May be crawler type or rubber-tired. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

1345 Crane Operator, Hydraulic Over 80 tons
A worker who operates a hydraulic telescoping boom type crane to hoist and move materials, raise and lower heavy weights and perform other related operations. May be crawler type or rubber-tired. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

1346 Loader/Backhoe Operator
Operates a rubber-tired machine mounted with a backhoe bucket on one end and a loader bucket on the other end. Used for excavating ditches and structures, laying pipe and precast concrete structures, carrying material in the loader bucket, and general excavation and backfill. May also be equipped with hydraulic attachments. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

1347 Excavator Operator, 50,000 lbs or less
Operates a crawler or rubber-tired machine mounted with an excavator bucket. Used for excavating ditches and structures, laying pipe and precast concrete structures, loading trucks, and placing rock riprap. May also be equipped with various hydraulic attachments. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

1348 Excavator Operator, Over 50,000 lbs
Operates a crawler or rubber-tired machine mounted with an excavator bucket. Used for excavating ditches, structures, and mass excavations, laying pipe and precast concrete structures, loading trucks and placing rock riprap. May also be equipped with various hydraulic attachments. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

1351 Crusher or Screen Plant Operator
Operates a crusher or screening plant through which rock is run to break it into crushed stone for construction or to control flow of materials through screening plant to screen out materials not needed. May include crushing and screening of broken concrete and asphalt. May make minor repairs and may service and make necessary adjustments to equipment as needed. Performs other related duties.

1360 Foundation Drill Operator, Crawler Mounted
Operates a hole drilling machine that is crawler mounted. May include geotechnical operations such as soil nails, rock nails, tiebacks, anchors or jet grouting. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

1363 Foundation Drill Operator, Truck Mounted
Operates a hole drilling machine that is mounted on the rear of a rubber-tired vehicle or truck. May include soil nails, rock nails, tiebacks, anchors, or jet grouting. Drives truck from location to location or may have laborer who drives trick. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

1369 Front End Loader Operator, 3 CY or Less
Operates a rubber-tired, skid steer, or crawler type tractor with an attached scoop type bucket on front end. Machine is used to load materials from stockpiles, excavation, charging batch plants, loading, and unloading tricks. May be used with attachments in lieu of the bucket. May oil, grease or otherwise service and make necessary adjustments to equipment as needed Performs other related duties.

1372 Front End Loader Operator, Over 3 CY
Operates a rubber-tired, skid steer, or crawler type tractor with an attached scoop type bucket on front end. Machine is used to load materials from stockpiles, excavation, charging batch plants, loading, and unloading tricks. May be used with attachments in lieu of the bucket. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

1380 Milling Machine Operator
Operates power-driven milling machine that planes material of the roadbed and discharges the material into a hauling unit or a window. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

1384 Reclaimer/Pulverizer Operator
Operates a machine that pulverizes material of the roadbed and may mechanically mix it with asphalt, cement, or other stabilizing materials. May oil, grease, or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

1390 Motor Grader Operator, Fine Grade
Operates motor grader. Performs many of the same duties of Motor Grader, Rough, but in addition performs finish grade work to bluetops or other close specification control. This work is subject to strict inspection and must conform closely to specifications. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

1393 Motor Grader Operator, Rough
Operates Motor Grader. Equipment is used to grade excavation and embankment and to lay asphalt, base and other materials. May blade haul roads and do other general motor grader work, but does not perform finish grade work to close specification tolerances. This operator may be a learner in the first phase of learning the skills of motor grader work. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

1396 Pavement Marking Machine Operator
Operates a machine used in laying paint stripes or markers on all types of paving. Loads machine with appropriate materials and may walk or ride on machine. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

1399 Concrete/Gunite Pump Operator
Operates a pumping machine that pumps fresh concrete, gunite or grout. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

1402 Roller Operator, Asphalt
Operates a self-propelled machine with either steel wheels or pneumatic tires which is used to compact and smooth all bituminous materials. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

1405 Roller Operator, Other
Operates a self-propelled machine with either steel wheels or pneumatic tires which is used to compact earth fills, subgrade, flexible base and all other types of materials except bituminous. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

1411 Scraper Operator
Operates a self-contained wheeled tractor scraper both self-loading or assisted by crawler tractors or other scrapers. Used to excavate and transport earth or other materials. May oil, grease or equipment as needed. Performs other related duties.

1413 Off Road Hauler
Drives an off-road hauler loaded by another machine, mounted on wheels, that transports earth or other materials. May also operate an off-road water tanker. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

1417 Self-Propelled Hammer Operator
Operates a self-propelled machine which has an attachment used for breaking concrete, asphalt or other martial. Machine may be air, hydraulic or cable operated. Machine is usually mounted on rubber tires but may be truck mounted. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

1428 Agricultural Tractor Operator
Operates a gasoline or diesel-powered agricultural tractor that tows compaction rollers, disc plow, water tanks, scrapers, and other similar operations. May use other miscellaneous attachments. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

1437 Trenching Machine Operator, Light
Performs duties similar to those performed by operator of a Trenching Machine Heavy, except that machine excavates a trench less than 5 feet in depth and may be rubber-tired. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

1440 Trenching Machine Operator, Heavy
Operates a machine that digs trenches for sewer, underground cable, underground pipes for electrical communication, water, drainage, oil and gas and other pipelines. The heavy trenching machine excavates trenches more than 5 feet in depth and is mounted on crawler treads with the digging equipment usually consisting of an endless chain or wheel of edged buckets or other cutting devices that excavate and discharge the material at the side of the trench. May also be used for mass excavations. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

1441 Tunneling Machine Operator, Heavy
Operates a machine which creates a tunnel through dirt or rock for the purpose of installing subterranean facilities such as utilities, including sanitary sewer and water mains, storm sewers, pedestrian tunnels, vehicular tunnels, and subways. The tunneling machine excavates tunnels greater than 2,500 feet in continuous length. Sets up machine to line and grade. Checks grade during tunneling operation. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

1442 Tunneling Machine Operator, Light
Operates a machine which creates a tunnel through dirt or rock for the purpose of installing subterranean facilities such as utilities, including sanitary sewer and water mains, storm sewers, pedestrian tunnels, vehicular tunnels, and subways. The tunneling machine excavates tunnels less than 2,500 feet in continuous length. Sets up machine to line and grade. Checks grade during

tunneling operation. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

1443 Percussion or Rotary Drill Operator
Operates rock drilling equipment that may be used in advance of blasting operations. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

1444 Boring Machine Operator
Operates boring machine that drills holes through dirt or rock in a generally horizontal plane to provide an excavation for an encasement or carrier pipe in a wet or dry condition. May operate a jacking machine to install conduit in a generally horizontal plane. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

1445 Directional Drilling Operator
Operates a directional drilling machine that drills holes through dirt or rock with a directional locating beam and directional steering capabilities. Machine may utilize various steering head tools to control the direction of the drill. Controls speed of drilling, drilling fluid characteristics and pullback of pipe being installed. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

1446 Directional Drilling Locator
Assist directional drilling operator in machine setup. Operates locating equipment under direction of the operator. May oil, grease or otherwise service or make necessary adjustments to equipment as needed. Performs other related duties.

1500 Reinforcing Steel Worker
Works from plans to lay out and install reinforcing steel within forms or in mats of concrete paving. May direct unloading of material. Determines rigging required to complete work. Gives direction to common or utility laborers. May install miscellaneous materials integral to concrete structures or paving. May work with power tools. Performs other related duties.

1509 Structural Steel Worker
Erects and places fabricated structural steel members, such as girders, plates, diaphragms, lateral bracing, and unites them permanently to form a completed structural steel unit. Fastens steel members together by welding or bolting. May include dismantling and erecting large units of equipment. Performs other related duties.

1513 Sign Erector
Sets forms, reinforcing steel, anchor bolts and pours concrete for sign foundations. Fabricates and erects pipe and angle frameworks by bolting, welding, or other means prior to installation of signs that are normally prefabricated. Works from alignment of signs. May direct hoisting of signs into place. Fastens signs to framework by bolting and other means. Locates and sets lighting brackets. May perform other work associated with signing projects. Performs other related duties.

1515 Spreader Box Operator
Operates spreader box by adjusting hopper and strike-off blade so that gravel, stone, or other material may be spread to a specific depth on road surface during seal coat and surface treatment operations. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

1520 Work Zone Barricade Servicer
Fabricates, erects, and maintains temporary traffic control devices, including arrow boards, signs, barricades, channelizing devices, barrels and all message boards. May operate a truck during traffic control operations.

1600 Truck Driver, Single Axle
Drives a light capacity truck for transporting loads of construction material. The truck is of single rear axle type, may have various kinds of beds attached such as dump, flat bed, tank, etc. May require CDL license for driving on highway. May service and make necessary adjustments for proper operation of equipment. Performs other related duties.

1606 Truck Driver, Single or Tandem Axle Dump Truck
Drives a heavy-duty diesel-powered dump truck used in hauling materials. Hauls dirt, rock, aggregates, non-agitated concrete, or other material. May also be used for operation of water trucks. May require CDL license for driving on highway. May service and make necessary adjustments for proper operation of equipment. Performs other related duties.

1607 Truck Driver, Tandem Axle Tractor with Semi Trailer
Drives a diesel-powered tractor pulling a semi-trailer hauling materials. Hauls dirt, rock, aggregates, or other material. May require CDL license for driving on highway. May service and make necessary adjustments for proper operation of equipment. Performs other related duties.

1609 Truck Driver Lowboy—Float
Drives a heavy-duty diesel-powered truck to which is attached a trailer upon which heavy equipment is hauled. Driver is often required to operate heavy equipment to load or unload the lowboy. May require CDL license for on-highway use. May service and make necessary adjustments for proper operation of equipment. Performs other related duties.

1612 Truck Driver Transit—Mix
Drives a gasoline or diesel truck upon which is mounted a concrete mixer. Operates concrete mixer and dumps concrete on the grade, into forms or into concrete pumps or buckets. Cleans mixer drum. May require CDL license for on-highway use. May service and make necessary adjustments for proper operation of equipment. Performs other related duties.

1615 Boom Truck Operator
Drives a gasoline or diesel single or tandem axle truck equipped with a hydraulic telescopic or articulated boom for picking up various objects. Operates boom in accordance with signals from ground. May require CDL license for highway use. May service and make necessary adjustments for proper operation of equipment. This classification used only when boom is operated; otherwise,

operator should be classified under appropriate truck driver classification. Performs other related duties.

1705 Structural Steel Welder

Certified by the American Welding Society to perform structural steel welding. Operates welding equipment. Welds structural steel girders and diaphragms. May weld permanent metal deck forms. Performs other related duties.

1706 Welder

Operates welding equipment. Cuts, lays out, fits and welds metals or alloyed metal parts to fabricate or repair equipment. Welds the joints between lengths of pipe for oil, gas or other types of pipelines. Welds structural steel girders and diaphragms. May assist in welding of permanent metal deck forms. Performs other related duties.

1708 Slurry Seal or Micro-Surfacing Machine Operator

Operates slurry seal or microsurfacing equipment that spreads and levels slurry or microsurfacing materials on highways. Controls movement of machine, raises and lowers screed, regulates width of screed. May oil, grease, service and make adjustments to equipment as needed. Performs other related duties.

Exhibit 5 Apprenticeship Program

Apprenticeship Program

City construction contracts require that the construction contractors performing work for the City for such contract shall participate in a United States Department of Labor ("DOL") certified apprenticeship program when the work required under the contract includes work that must be performed by any of the apprenticeable occupations listed in the City's apprenticeship program adopted September 24, 2013, as amended, and the work involving such apprenticeable occupation has a value of **fifty thousand dollars** or more. Information relating to the apprenticeship program, use of apprentices and trades shall be submitted prior to the start of the work of the applicable occupations listed below. Prior to the start of the work of the applicable apprenticeable occupations listed below the contractor or the applicable subcontractor through the prime contractor shall provide written certification to the city that it is a sponsor or participant in a DOL approved apprenticeship program.

Apprenticeable Occupations:

Bricklayer
Carpenter
Cement mason
Drywall applicator
Electrician
Glazier
Operating engineer
Painter
Pipefitter
Plasterer
Plumber
Roofer
Sheet metal worker
Structural worker/ironworker
Taper
Carpenter – Acoustical Ceilings
Cabinet Maker
HVAC
Insulation Worker
Electronic Technician
Elevator Installer & Repairer
Foor Layer
Locksmith
Tile and Marble Setter

The Contractor shall comply with the following:

1. Shall hire registered apprentices enrolled in a DOL certified apprenticeship program.

2. Shall not substitute helpers, unregistered apprentices or other substitutes to perform apprentice level work in place of registered apprentices.

3. Shall pay wage rates and benefit package for apprentices as determined by the apprenticeship program/DOL.

4. Shall comply with DOL requirements for the ratio of apprentices to journeymen.

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship & Training or a State Apprenticeship Agency (where appropriate) to be eligible for probation employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor/subcontractor as to the entire work force under the registered program.

The Contractor shall furnish the City's Capital Improvement Department with sufficient information, which demonstrates that apprentices are employed pursuant to and individually registered in a bona fide apprenticeship program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the City wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the City wage determination for the work actually performed. Every apprentice must be paid at not less than the rates specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman's hourly rate specified in the City wage determination.

Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Bureau of Apprenticeship Training determines that a different practice prevails for the applicable apprentice classification, fringe benefits shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship & Training, or a state apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

The Contractor shall post the prevailing wage rate schedules made part of this contract at each work site in a prominent location readily accessible to the workers through the duration of the project. In addition, the Contractor shall post a notice to be provided by the Capital Improvement Department Director regarding prevailing wage rates and the City of El Paso Apprenticeship Program, in English and Spanish, which shall be posted nearby the prevailing wage rates schedules.

The Contractor shall, in addition to all other information items to be provided to City, certify to City the names of all apprentices on the project; verification of their status as registered apprentices; and documentation as to their proper wage rates; and documentation as the journeyman-to-apprentice ratios for each trade as determined by the apprenticeship program.

No worker shall be discharged by the Contractor or Subcontractor or in any other manner discriminated against because such worker has filed an inquiry or complaint, has instituted or caused to be instituted any legal or equitable proceeding or has testified or is about to testify in any such proceeding under or relating to the apprenticeship program.

The Contractor and every subcontractor shall allow immediate entry, into all areas of the job site, by the Capital Improvement Department Director and his/her agents and representatives displaying and presenting proper identification credentials to the job site superintendent or his/her representative. While on the job site the Capital Improvement Department Director and his/her agents and representatives may inspect for all job site and regulations, including but not limited to those concerning safety, security and fire prevention. The Contractor and each subcontractor shall allow any employee to be interviewed at random, at any time and for any reasonable duration by the Capital Improvement Department Director and his/her agents and representatives to determine compliance with the provisions of this contract regarding the apprenticeship program. *The Contractor and each subcontractor shall allow access to its personnel and apprenticeship books and records, at any time and for any reasonable duration by the Capital Improvement Department Director and his/her agents and representatives to determine compliance with the provisions of this contract regarding the apprenticeship program.*

The City reserves the right to terminate this Contract for cause in the Contractor and/or any subcontractor shall breach any of these provisions regarding the apprenticeship program.

The Contractor shall cause these and any other appropriate provisions regarding the apprenticeship program to be inserted in all subcontractor relative to the work to bind the subcontractor to the same apprenticeship program requirements as are applicable to the Contractor.

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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Definitions and Terminology

1.01 *Defined Terms*

A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.

3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

5. *Bidder*—An individual or entity that submits a Bid to Owner.

6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.

7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.

8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.

9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both.

10. *Claim*—(a) A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Owner's decision regarding a Change Proposal; seeking resolution of a contractual issue that

Owner has declined to address; or seeking other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

12. *Construction Documents* - The documents, consisting of Drawings and Specifications, to be prepared or assembled by the Design Consultant consistent with the Basis of Design Documents unless a deviation from the Basis of Design Documents is specifically set forth in a Change Order executed by both the Owner and Design-Builder, as part of the design review process contemplated by these General Conditions of Contract.

13. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.

14. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.

15. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents. .

16. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.

17. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work. If the Work is to be performed using a Design-Build project delivery method, then any reference to the Contractor herein, shall mean the Contractor, Architect or Engineer comprising the Design-Build Team.

18. *Cost of the Work*—See Paragraph 13.01 for definition.

19. *Design-Build Team*– Group comprised of the General Contractor, Architect, Design Engineers/Consultants, and key Subcontractors identified by the Design-Builder.

20. *Design Consultant (if applicable)*- A qualified, licensed design professional who is not an employee of Design-Builder, but is retained by Design-Builder, or employed

or retained by anyone under contract with Design-Builder or Subcontractor, to furnish design services required under the Contract Documents.

21. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

22. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.

23. *Engineer*—The individual or entity named as such in the Agreement. The individual or entity may be an employee of Owner, whether that individual holds the title of City Engineer or is an individual within the City Engineer's department, or may be an independent design consultant retained by Owner for the Project. In any event, the Engineer will serve as Owner's agent during design and construction phases, and provide technical guidance and recommendations, subject to Owner's approval.

24. *Field Order*—A written order approved by Owner and issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.

25. *Final Completion* - The date on which all Work is complete in accordance with the Contract Documents, including but not limited to, any items identified in the punch list prepared in accordance with the General Conditions of Contract and the submission of all documents required by the General Conditions of Contract.

26. *Force Majeure Events* - Those events that are beyond the control of both Contractor and Owner, including the events of war, floods, labor disputes, earthquakes, epidemics, unusually severe weather conditions not reasonably anticipated, and other acts of God, not due to the negligence of the party claiming Force Majeure.

27. *GMP Exhibit* - That exhibit attached to the Agreement, which exhibit will have been agreed upon by Owner and Design- Build prior to the execution of the Agreement. The GMP Exhibit will be referred to as the Design-Build Agreement.

28. *GMP Proposal* - That proposal developed by Contractor in accordance with the Agreement Between Owner and Contractor with an option for a Guaranteed Maximum Price.

29. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.

30. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

31. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior

to Substantial Completion of all the Work.

32. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.

33. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.

34. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.

35. *Owner's Project Criteria* – Criteria developed by or for Owner to describe Owner's program requirements and objectives for the Project, including use, space, price, time, site and expandability requirements, as well as submittal requirements and other requirements governing Design-Build Teams performance of the Work. Owner's Project Criteria may include conceptual documents, design criteria, performance requirements, prescriptive specifications, and LEED® or other sustainable design criteria and other Project-specific technical materials and requirements.

36. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

37. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

38. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.

39. *Resident Project Representative*—The authorized representative of Owner assigned to assist Owner at the Site. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. Owner's Resident Project Representative may be the Engineer or Architect if Owner so designates.

40. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

41. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review and Owner's approval of the submittals and the performance of related construction activities.

42. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

43. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

44. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

45. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

46. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

47. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer and subject to the Owner's approval, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

48. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.

49. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

50. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at

the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.

51. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

52. *Unit Price Work*—Work to be paid for on the basis of unit prices.

53. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents. If the Work is to be performed using a Design-Build project delivery method, then the Work also includes the design services required by the Contract Documents. If the Work is to be performed using a CMAR project delivery method, then the Work also includes the preconstruction services required by the Contract Documents.

54. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

55. *Design-Builder Contingency*- Allocated amount established in the GMP. Design build contractor, can utilize Design build contingency, for both design and construction contingency. Contingency can be utilized during design to assure that the design addresses full scope at project completion. During Construction, contingency can be utilized to clarify design as necessary to provide a fully functioning facility that meets all scope requirements, changes in market conditions, and issues that occur through no fault of the contractor, including supplementing subcontractors and suppliers to assure an on-time completion of the design and full scope. Contingencies shall not be used to correct construction deficiencies, rework, quality control issues or warranty, for internal staffing necessary for contractor controlled delays and shall not be utilized to cover costs of liquidated damages

56. *Owner's contingency*- Allocated amount established in the GMP. Owner's contingency shall be utilized solely at the Owners discretion to address and authorize additional scopes of work not included in the original requirements. Owner's contingency can be utilized to address any differing site conditions identified during construction.

57. *Allowances* shall be included in the GMP per the direction of the City, for the sole purpose to address design and construction activities where scope is not clear and quantifiable at the time of development of the GMP proposal. Allowance shall specify the general scope for that allowance and may be subject to approval by the City. Funds remaining in an allowance upon completion of the specific SOW will transfer to Owner's contingency

58. Remediation plan- guideline that proposes a series of procedures/actions in order to correct deficiencies or defective work, including any proposed schedule revision needed to maintain project schedule completion.

59. Buyout savings- The difference between the cost for portions of work budgeted on the GMP including construction Manager's Fee and the actual cost of work received by Design Builder during bidding when the cost for the portion of work is less than the amount budgeted in the GMP proposal approved by the owner.

1.02 *Terminology*

A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Day*:

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

C. *Defective*:

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

a. does not conform to the Contract Documents; or

b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or has been damaged prior to Engineer's recommendation of final payment unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion.

D. *Furnish, Install, Perform, Provide*:

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish," "install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

E. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 *Delivery of Bonds and Evidence of Insurance*

A. *Bonds*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

B. *Evidence of Contractor's Insurance*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.

2.02 *Copies of Documents*

A. Owner shall furnish to Contractor four copies of the Contract as follows: One fully executed original of the Agreement, two copies of executed Agreement and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.

B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by the Architect, engineers and other design professionals.

2.03 *Before Starting Construction*

A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit for Engineer's review and - Owner's approval:

1. a preliminary Progress Schedule indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, including any Milestones specified in the Contract;

2. a preliminary Schedule of Submittals; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 *Preconstruction Conference*

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.

B. Should the Contractor or Owner wish to establish any Milestones that will be subject to individual schedules and/or completion dates, these Milestones shall be established at this conference and any Change Orders or contract modifications relating to the establishment of Milestones will be presented to the Owner for acceptance and execution by the Parties in accordance with the terms and provisions contained herein.

2.05 *Initial Acceptance of Schedules*

A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, Owner, and others as appropriate, will be held to review for acceptability to Owner as provided below the schedules submitted in accordance with Paragraph 2.03.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer and approved by Owner based on Engineer's recommendations.

1. The Progress Schedule will be acceptable to Engineer and Owner if it provides an orderly progression of the Work to completion within the Contract Times. Such acceptance will not impose on Engineer or Owner responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer and Owner if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer and Owner as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

2.06 *Electronic Transmittals*

A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, three-dimensional modeling (such as Building Information Models), and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secured 3rd party Project website.

B. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating

systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

2.07 *Designation of Authorized Representatives*

A. As part of the Agreement, Design-Builder shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Subject to Owner's approval, such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 *Intent*

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.

C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.

D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.

3.02 *Reference Standards*

A. Standards Specifications, Codes, Laws and Regulations

1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard specification, manual, reference standard, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 *Reporting and Resolving Discrepancies*

A. *Reporting Discrepancies*:

1. *Contractor's Verification of Figures and Field Measurements*: Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. Contractor shall promptly report in writing to the Owner any errors or omissions within the Contract Documents.

2. *Contractor's Review of Contract Documents*: If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer and Owner in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer subject to Owner's approval, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

3. Should Contractors perform the Work after discovery of such a conflict without reporting the conflict or before receipt of a clarification or interpretation by Engineer, Contractor will be solely liable for any correction or other measures that may be required to overcome the conflict or bring the Work into compliance with the Contract Documents.

B. *Resolving Discrepancies*:

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:

a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 *Requirements of the Contract Documents*

A. During the performance of the Work and until final payment, Contractor and Owner shall submit to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder. The Engineer will provide a recommendation to Owner who

will ultimately approve or disapprove such Work.

B. Engineer will, with reasonable promptness and with Owner's prior written approval, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.

C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 *Commencement of Contract Times; Notice to Proceed*

A. The Contract Times will commence upon issuance of notice to proceed.

4.02 *Commencement of Performance*

A. No Work shall be done at the Site prior to such date. Contractor may commence performance upon receipt of the Notice to Proceed and in accordance with any terms and dates contained therein.

4.03 *Reference Points*

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

B. Contractor shall note the location of all reference points and controls on a set of red-lined drawings or exhibits to be maintained at all time on the jobsite.

4.04 *Progress Schedule*

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.

1. Contractor shall submit for Engineer's review and Owner's approval (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will

not result in changing the Contract Times.

2. Contractor shall provide an updated schedule with each Pay Application for Owner's review. Extensions to the Project Schedule that propose to increase Contract Time must be submitted for the Owner's approval and such approval must be reflected and memorialized in a written Change Order.

3. The Contractor shall maintain a current Progress Schedule at the Project site. The current Progress Schedule shall be displayed at the site and shall be available for use and reference by the Owner, Engineer, and Contractor. The Contractor shall have weekly meetings with the Owner where the current Progress Schedule is reviewed and evaluated based on work performed in the past week and planned work for the following week. Should the Progress Schedule require an update or amendment as a result of these meetings, the Progress Schedule provided with the subsequent Pay Application shall so indicate.

4. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.

B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 *Delays in Contractor's Progress*

A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Time. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:
   1. severe and unavoidable natural catastrophes such as fires, floods, epidemics/pandemics and earthquakes;
   2. abnormal weather conditions;

3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and
4. acts of war or terrorism.

D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.

E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.

G. Contractor must submit any Change Proposal seeking an adjustment in Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

H. Contractor expressly waives any right to an adjustment in Contract Price for any event of delay. Contractor's sole remedy for any delay shall be limited to an adjustment in Contract Time.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 *Availability of Lands*

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 *Use of Site and Other Areas*

A. *Limitation on Use of Site and Other Areas*:

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall

not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) TO THE FULLEST EXTENT PERMITTED BY LAWS AND REGULATIONS, INDEMNIFY AND HOLD HARMLESS OWNER, ITS OFFICERS, DIRECTORS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS, CONSULTANTS AND SUBCONTRACTORS FROM AND AGAINST ANY SUCH CLAIM, AND AGAINST ALL COSTS, LOSSES, AND DAMAGES (INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF ENGINEERS, ARCHITECTS, ATTORNEYS, AND OTHER PROFESSIONALS AND ALL COURT OR ARBITRATION OR OTHER DISPUTE RESOLUTION COSTS) ARISING OUT OF OR RELATING TO ANY CLAIM OR ACTION, LEGAL OR EQUITABLE, BROUGHT BY ANY SUCH OWNER OR OCCUPANT AGAINST OWNER OR ANY OTHER PARTY INDEMNIFIED HEREUNDER TO THE EXTENT CAUSED DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART BY, OR BASED UPON, CONTRACTOR'S PERFORMANCE OF THE WORK, OR BECAUSE OF OTHER ACTIONS OR CONDUCT OF THE CONTRACTOR OR THOSE FOR WHICH CONTRACTOR IS RESPONSIBLE.

B. *Removal of Debris During Performance of the Work*: During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations. If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

C. *Cleaning*: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading of Structures*: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger

them.

5.03 *Subsurface and Physical Conditions*

A. Contractor accepts the responsibility to satisfy itself as to the soil conditions and nature and type of geological formations in and through which this Project will be constructed. Such information as may be obtained from the test borings and accompanying notations shown on the plans and/or documents provided by the Owner is merely for reference only of the Contractor and is not to be construed in any manner as a guarantee by the Owner that such conditions of sub- surface strata are infallible.

B. Contractor waives any and all rights to make a claim against Owner relating to representations related to geotechnical data provided in the contract documents, plans and specifications. The locations of the test holes, if applicable, are shown in the Geotechnical Report. Logs of these test holes are included in the Geotechnical Report. Test holes information represents subsurface characteristics to the extent indicated and only for the point location of the test hole. Contractor shall make its own interpretation of the character and condition of the materials, which will be encountered. Contractor may, at its own expense, make all additional surveys and investigations as it may deem necessary to determine conditions, which will affect performance of the Work.

C. *Reports and Drawings*: Owner will identify to the Contractor:
   1. any reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;
   2. any drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and
   3. Technical Data contained in such reports and drawings.

D. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified by Owner with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared by the Contractor's consultants for the Project. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner with respect to:
   1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or
   2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or
   3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.
   4. It is the responsibility of the Design-Builder to retain all necessary geotechnical survey and environmental Surveys required for the performance of its work.

5.04 *Differing Subsurface or Physical Conditions*

A. *Notice by Contractor*: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or
2. is of such a nature as to require a change in the Drawings or Specifications; or
3. differs materially from that shown or indicated in the Contract Documents; or
4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents; then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), notify Owner or Owner's representative in writing about such condition and provide action plan to the Owner for review. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. *Engineer's Review*: After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. *Owner's Statement to Contractor Regarding Site Condition*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

D. *Possible Price and Times Adjustments*:

1. Contractor shall be entitled to an equitable adjustment in Contract Times to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's time required for performance of the Work; subject, however, to the following:
   a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;
   b. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.
2. Contractor shall not be entitled to any adjustment in the Contract Times with respect to a subsurface or physical condition if:
   a. Contractor knew of the existence of such condition at the time Contractor submitted its Bid or entered into the Agreement with Owner for the Project; or
   b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study

of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or

c. Contractor failed to give the written notice as required by Paragraph 5.04.A.

3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Times, then any such adjustment shall be set forth in a Change Order.

4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Times, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

5.05 *Underground Facilities*

A. *Contractor's Responsibilities*: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Contract Documents:

1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;

b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;

c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and

d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.

B. *Notice by Contractor*: If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice and remediation plan to that owner and to Owner.

C. *Engineer's Review*: Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the

Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings, conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

D. *Owner's Statement to Contractor Regarding Underground Facility*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.

E. *Possible Times Adjustments*:

1. Contractor shall be entitled to an equitable adjustment in the Contract Times, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's time required for, performance of the Work; subject, however, to the following:
    a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;
    b. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and
    c. Contractor gave the notice required in Paragraph 5.05.B.
2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Times then any such adjustment shall be set forth in a Change Order.
3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Times no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

5.06 *Hazardous Environmental Conditions at Site*

A. Contractor shall be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site regardless of whether such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work.

B. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for

the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.

C. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and deduct all costs incurred from the contract balance or if no contract balance, may file a claim for costs.

D. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.

E. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.

F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

G. TO THE FULLEST EXTENT PERMITTED BY LAWS AND REGULATIONS, CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS OWNER AND ITS OFFICERS, DIRECTORS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS, AND CONSULTANTS FROM AND AGAINST ALL CLAIMS, COSTS, LOSSES, AND DAMAGES (INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF ENGINEERS, ARCHITECTS, ATTORNEYS, AND OTHER PROFESSIONALS AND ALL COURT OR ARBITRATION OR OTHER DISPUTE RESOLUTION COSTS) ARISING OUT OF OR RELATING TO THE

FAILURE TO CONTROL, CONTAIN, OR REMOVE A CONSTITUENT OF CONCERN BROUGHT TO THE SITE BY CONTRACTOR OR BY ANYONE FOR WHOM CONTRACTOR IS RESPONSIBLE, OR TO A HAZARDOUS ENVIRONMENTAL CONDITION CREATED BY CONTRACTOR OR BY ANYONE FOR WHOM CONTRACTOR IS RESPONSIBLE.

H. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6 – BONDS AND INSURANCE

6.01 *Performance, Payment, and Other Bonds*

A. Contractor shall furnish a performance bond and a payment bond in accordance with chapter 2253 of the Texas Government Code. Contractor shall also furnish such other bonds as are required by other specific provisions of the Contract.

B. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

C. Contractor shall obtain the required bonds in a form acceptable to Owner. The surety on the bonds must be duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.

D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in Texas, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide bonds from another surety, all of which shall comply with the requirements above.

E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.

6.02 *Insurance—General Provisions*

A. Owner is self-insured as a municipality of the State of Texas.

B. Contractor shall provide all insurance with required by Exhibit A to these General Conditions, Owner's Insurance Requirements.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.01 *Supervision and Superintendence*

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and

procedures of construction, unless the Contract Documents give other specific instructions concerning these matters.

B. The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

C. At all times during the progress of the Work, Contractor shall assign a competent resident superintendent who shall not be replaced without written consent of Owner. Such consent shall not be unreasonably withheld.

7.02 *Labor; Working Hours*

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

C. Prevailing Wages must be paid to all laborers on the Project. Contractor shall provide and pay for labor in accordance with the prevailing wage in the locality and shall not pay less than the prevailing wage. The City of El Paso has performed and requires the use of its Wage Rate Determination. Such wage rate determination is available to Contractor and shall be the basis of any bids and payments to labor for the Project. If the Project involves federal funding, the Contractor is required to pay the higher wage as between the El Paso wage rate determination and the rates published by the U.S. Department of Labor pursuant to the Davis-Bacon Act.

D. Certified payrolls demonstrating compliance with the prevailing wage requirements shall be maintained by the Contractor and all Subcontractors performing the Work. The Contractor is required to submit to the Owner a copy of all certified payrolls for any pay period with each Pay Application. Pursuant to Chapter 2258, Texas Government Codes, the Contractor shall forfeit as a penalty to the City of El Paso sixty dollars ($60.00) for each laborer, workman or mechanic employed, for each calendar day, or portion thereof such laborer, workman or mechanic is paid less than the said stipulated rates for any work done under this contract, by him, or by any subcontractor under him. Furthermore, failure to provide certified payrolls may be grounds for withholding of funds and default as provided in sections 15.01 and 15.06 herein.

7.03 *Services, Materials, and Equipment*

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and

incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer or Owner, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials and equipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.04 *"Or Equals"*

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer recommend the use of other items of material or equipment, or items from other proposed suppliers under the circumstances described below and subject to written approval by Owner.

1. If Engineer in its discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, and provided Owner has authorized such determination, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:
   a. in the exercise of reasonable judgment Engineer determines that:
      1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;
      2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;
      3) it has a proven record of performance and availability of responsive service; and
      4) it is not objectionable to Owner.
   b. Contractor certifies that, if approved and incorporated into the Work:
      1) there will be no increase in cost to the Owner or increase in Contract Times; and
      2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.

C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the judge of acceptability, subject to Owner's approval. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination. Use of an unapproved "or-equal" item will render such Work defective and will be subject to Article 14 provisions.

D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.

E. *Treatment as a Substitution Request*: If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer considered the proposed item as a substitute pursuant to Paragraph 7.05.

7.05 *Substitutes*

A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer, with Owner's approval, authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.

1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.
2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.
3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:
    a. shall certify that the proposed substitute item will:
        1) perform adequately the functions and achieve the results called for by the general design,
        2) be similar in substance to that specified, and
        3) be suited to the same use as that specified.
    b. will state:
        1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,
        2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other

direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and

3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.

c. will identify:
   1) all variations of the proposed substitute item from that specified, and
   2) available engineering, sales, maintenance, repair, and replacement services.

d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer will be the judge of acceptability. Subject to Owner's approval, no substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.

C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

D. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.

E. *Effect of Engineer's Determination*: If Engineer and Owner approve the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.

7.06 *Concerning Subcontractors, Suppliers, and Others*

A. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.

B. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

C. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.

D. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.

E. Contractor shall be solely responsible for scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.

F. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.

G. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

H. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner.

I. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.

7.07 *Patent Fees and Royalties*

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents. However, if the Contractor has reason to believe that the design, process or product required by the Owner is an infringement of a copyright or a patent, the Contractor shall be responsible for such any loss on account thereof, unless such information is promptly furnished to the Owner. If the Owner receives notice from a patent or copyright owner of an alleged violation of a patent or copyright, attributable to the Contractor, the Owner shall give prompt written notice to the Contractor.

B. TO THE FULLEST EXTENT PERMITTED BY LAWS AND REGULATIONS, CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS OWNER, ITS OFFICERS, DIRECTORS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS, AND CONSULTANTS OF EACH AND ANY OF THEM FROM AND AGAINST ALL CLAIMS, COSTS, LOSSES, AND DAMAGES (INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF ENGINEERS, ARCHITECTS, ATTORNEYS, AND OTHER PROFESSIONALS AND ALL COURT OR ARBITRATION OR OTHER DISPUTE RESOLUTION COSTS) ARISING OUT OF OR RELATING TO ANY INFRINGEMENT OF PATENT RIGHTS OR COPYRIGHTS INCIDENT TO THE USE IN THE PERFORMANCE OF THE WORK OR RESULTING FROM THE INCORPORATION IN THE WORK OF ANY INVENTION, DESIGN, PROCESS, PRODUCT, OR DEVICE NOT

SPECIFIED IN THE CONTRACT DOCUMENTS.

7.08 *Permits*

A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, fees, and inspections by government agencies, necessary for proper execution of the Work and Substantial Completion of the Project.

7.09 *Taxes*

A. The Owner enjoys tax-exempt status as a municipality. To enjoy the cost-savings benefits of its tax-exempt status, the Owner will provide a Tax Exemption Certificate to the Contractor for use on the Project. The Contractor shall use that certificate to exempt any purchases made for the Work from taxes. All savings for the tax-exempt status will be passed on to the Owner by the Contractor. The Contractor agrees to bind all Subcontractors of any tier to the obligation to present and use the Tax Exemption Certificate and pass all savings to the Owner.

7.10 *Laws and Regulations*

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses. However, Contractor has no responsibility or liability for determining whether the Work as described in the Contract Documents complies with applicable Laws or Regulations.

7.11 *Record Documents*

A. Contractor shall maintain in a safe place at the Site one printed record copy of all Drawings, Specifications, Schedules, O&Ms (Operations and Maintenance manuals), Addenda, Change Orders, Work Change Directives, Field Orders, written interpretations and clarifications, and approved Shop Drawings and submittals. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer and Owner for reference. Upon completion of the Work, Contractor shall deliver these record documents to Owner. Delivery of a complete set of record documents to Owner is a condition precedent to Final Completion.

7.12 *Safety and Protection*

A. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall comply with all Laws and Regulations regarding safety and shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:
   1. all persons on the Site or who may be affected by the Work;
   2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
   3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks,

pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any.

D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.13 *Safety Representative*

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

7.14 *Hazard Communication Programs*

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 *Emergencies*

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Owner prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. Upon recommendation provided by Engineer, if Owner determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

B. In the event there is an accident involving injury to any individual on or near the Work, the Contractor shall notify Owner's Representative within twenty-four (24) hours of the event and shall be responsible for recording the location of the event and the circumstances surrounding the event through photographs, interviewing witnesses, obtaining medical reports and other documentation that describes the event. Copies of such documentation shall be provided to Owner, for the Owner's and Engineer's records, within forty-eight (48) hours of the event. Nothing in this section will relieve Contractor of its obligations and responsibilities with respect to an injury under any state and federal laws and regulations.

7.16 *Shop Drawings, Samples, and Other Submittals*

A. *Shop Drawing and Sample Submittal Requirements*:
   1. Before submitting a Shop Drawing or Sample, Contractor shall have:
      a. reviewed and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the Contract Documents;
      b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;
      c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and
      d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.
   2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.
   3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.

B. *Submittal Procedures for Shop Drawings and Samples*: Contractor shall submit Shop Drawings and Samples to Engineer for review and Owner's approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.

1. *Shop Drawings*:
    a. Contractor shall submit the number of copies required in the Specifications.
    b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.
2. *Samples*:
    c. Contractor shall submit the number of Samples required in the Specifications.
    d. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.
3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's and Owner's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Other Submittals*: Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.

D. *Engineer's Review*:

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer and Owner. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's and Owner's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.

3. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.

4. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.

5. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.

E. *Resubmittal Procedures*:

1. Contractor shall make corrections required by Engineer or Owner and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.

3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges, unless the need for such change is beyond the control of Contractor.

7.17 *Contractor's General Warranty and Guarantee*

A. The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

B. The Contractor warrants and guarantees for one (1) year from Final Completion, or for a longer period if expressly stated in the Contract Documents, the Work. This includes a Warranty and Guarantee against any and all defects. The Contractor must correct any and all defects in material and/or workmanship which may appear during the Warranty and Guarantee period, or any defects that occur within one (1) year of Final Completion even if discovered more than one (1) year after Final Completion, by repairing (or replacing with new items or new materials, if necessary) any such defect at no cost to the Owner, within a reasonable period of time, and to the Owner's satisfaction.

C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than

Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or

2. normal wear and tear under normal usage.

D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:
   1. observations by Engineer;
   2. recommendation by Engineer or payment by Owner of any progress or final payment;
   3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
   4. use or occupancy of the Work or any part thereof by Owner;
   5. any review and approval of a Shop Drawing or Sample submittal;
   6. the issuance of a notice of acceptability by Engineer;
   7. any inspection, test, or approval by others; or
   8. any correction of defective Work by Owner.

E. The Design-Builder must furnish all special warranties required by the Design-Build Documents to the Owner no later than Final Completion. The Owner may require additional special warranties in connection with the approval of "Or-Equals" or Substitutions, Allowance items, Work which is defective or nonconforming, or the acceptance of nonconforming Work.

F. The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantial Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

G. The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

H. The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or separate contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

I. Nothing contained in this section shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in this Section relates only to the specific obligation of the Contractor to correct the Work, pursuant to the warranties provided, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

7.18 *Indemnification*

A. TO THE FULLEST EXTENT PERMITTED BY LAW, AND IN ADDITION TO ANY OTHER OBLIGATIONS OF CONTRACTOR UNDER THE CONTRACT OR OTHERWISE, CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD HARMLESS OWNER, ITS OFFICERS, DIRECTORS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS, AND CONSULTANTS FROM AND AGAINST ALL CLAIMS, COSTS, LOSSES, AND DAMAGES (INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF ENGINEERS, ARCHITECTS, ATTORNEYS, AND OTHER PROFESSIONALS AND ALL COURT OR ARBITRATION OR OTHER DISPUTE RESOLUTION COSTS) ARISING OUT OF OR RELATING TO THE PERFORMANCE OF THE WORK, EVEN WHERE ANY SUCH CLAIM, COST, LOSS, OR DAMAGE IS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE, OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY (OTHER THAN THE WORK ITSELF), INCLUDING THE LOSS OF USE RESULTING FROM THE NEGLIGENCE OR ALLEGATIONS OF NEGLIGENCE ON THE PART OF THE CITY, ITS OFFICERS, AGENTS, OR EMPLOYEES AND BY ANY NEGLIGENT ACT OR OMISSION OF CONTRACTOR, ANY DESIGN CONSULTANT, ANY SUBCONTRACTOR, ANY SUPPLIER, OR ANY INDIVIDUAL OR ENTITY DIRECTLY OR INDIRECTLY EMPLOYED BY ANY OF THEM TO PERFORM ANY OF THE WORK OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE.

B. CONTRACTOR SHALL DEFEND ANY ACTION OR PROCEEDING BROUGHT AGAINST OWNER BASED ON ANY CLAIM THAT THE WORK, OR ANY PART THEREOF, OR THE OPERATION OR USE OF THE WORK OR ANY PART THEREOF, CONSTITUTES INFRINGEMENT OF ANY PATENT (ENFORCEABLE IN THE UNITED STATES), COPYRIGHT, TRADEMARK, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHT NOW OR HEREAFTER ISSUED ("IP RIGHT"). CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS OWNER FROM AND AGAINST ALL DAMAGES AND COSTS, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES AND EXPENSES AWARDED AGAINST OWNER OR CONTRACTOR IN ANY SUCH ACTION OR PROCEEDING. CONTRACTOR AGREES TO KEEP OWNER INFORMED OF ALL DEVELOPMENTS IN THE DEFENSE OF SUCH ACTIONS.

C. IF OWNER IS ENJOINED FROM THE OPERATION OR USE OF THE WORK, OR ANY PART THEREOF, AS THE RESULT OF ANY IP RIGHT SUIT, CLAIM, OR PROCEEDING, CONTRACTOR SHALL AT ITS SOLE EXPENSE TAKE REASONABLE STEPS TO PROCURE THE RIGHT TO OPERATE OR USE THE WORK WITH DUE CONSIDERATION OF THE MINIMIZING THE IMPACT ON OWNER'S OPERATIONS AND THE COST THEREOF. IF CONTRACTOR CANNOT SO PROCURE SUCH RIGHT WITHIN A REASONABLE TIME, CONTRACTOR SHALL PROMPTLY, AT CONTRACTOR'S OPTION AND AT CONTRACTOR'S EXPENSE, (I) MODIFY THE WORK SO AS TO AVOID INFRINGEMENT OF ANY SUCH IP RIGHT OR (II) REPLACE SAID WORK WITH WORK THAT DOES NOT INFRINGE OR VIOLATE ANY SUCH IP RIGHT.

D. PROVIDED THAT OWNER IS NOT IN BREACH OF ITS CONTRACTUAL OBLIGATION TO MAKE PAYMENTS TO CONTRACTOR FOR UNDISPUTED

AMOUNTS, CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS OWNER FROM ANY CLAIMS BROUGHT AGAINST OWNER OR AGAINST THE PROJECT AS A RESULT OF THE FAILURE OF CONTRACTOR, OR THOSE FOR WHOSE ACTS IT IS RESPONSIBLE, TO PAY FOR ANY SERVICES, MATERIALS, LABOR, EQUIPMENT, TAXES OR OTHER ITEMS OR OBLIGATIONS FURNISHED OR INCURRED FOR OR IN CONNECTION WITH THE WORK. WITHIN THREE (3) DAYS OF RECEIVING WRITTEN NOTICE FROM OWNER THAT SUCH A CLAIM HAS BEEN FILED, CONTRACTOR SHALL COMMENCE TO TAKE THE STEPS NECESSARY TO DISCHARGE SAID CLAIM, INCLUDING, IF NECESSARY, THE FURNISHING OF A PAYMENT BOND. IF CONTRACTOR FAILS TO DO SO, OWNER WILL HAVE THE RIGHT TO DISCHARGE THE CLAIM AND HOLD CONTRACTOR LIABLE FOR COSTS AND EXPENSES INCURRED, INCLUDING ATTORNEYS' FEES.

7.19 *Delegation of Professional Design Services*

A. Contractor will be required to provide all professional design services unless such services in accordance with the Agreement, the Contract Documents or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.

B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this paragraph, Engineer's and Owner's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's and Owner's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.

7.20 *Contractor's Payment Obligations*

A. Contractor shall pay each Design Consultant, Subcontractor, and other person or entity providing services or work for the Contractor no later than the time period required by chapter 2251 of the Texas Government Code, and in accordance with its contractual obligations to such parties, all the amounts Contractor has received from Owner on account of their work. Contractor will impose similar requirements on Design

Consultants and Subcontractors to pay those parties with whom they have contracted.

ARTICLE 8 – OTHER WORK AT THE SITE

8.01 *Other Work*

A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

B. If Owner performs other work at or adjacent to the Site, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.

C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer and Owner in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

8.02 *Coordination*

A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the Owner must provide written notice to the Contractor of additional work that includes the scope of the work, general location, time-frame, and the identity of the party(ies) performing the work. Additionally, the Owner must provide or have provided to Contractor prior to the start of any such other work:

1. the identity of the individual or entity that will have authority and responsibility on behalf of the Owner to address coordination of the activities among the various contractors;

2. an itemization of the specific matters to be covered by such authority and responsibility; and

3. the extent of such authority and responsibilities.

B. Unless otherwise provided in writing, the Contractor shall have responsibility for coordination among other parties at and adjacent to the Project Site. The Contractor shall ensure through such coordination that neither its Work, nor any other parties' work is delayed or impeded because of a lack of such coordination.

8.03 *Legal Relationships*

A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner causes damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times and the Contractor performing its obligation pursuant to section 8.02.

B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor.

C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) INDEMNIFY AND HOLD HARMLESS OWNER, ITS OFFICERS, DIRECTORS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS, AND CONSULTANTS FROM AND AGAINST ANY SUCH CLAIMS, AND AGAINST ALL COSTS, LOSSES, AND DAMAGES (INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF ENGINEERS, ARCHITECTS, ATTORNEYS, AND OTHER PROFESSIONALS AND ALL COURT OR ARBITRATION OR OTHER DISPUTE RESOLUTION COSTS) ARISING OUT OF OR RELATING TO SUCH DAMAGE, DELAY, DISRUPTION, OR INTERFERENCE.

ARTICLE 9 – OWNER'S RESPONSIBILITIES

9.01 *Communications to Contractor*

A. For all Project and performance of Work matters, Owner will issue communications to Contractor through Engineer. However, Owner may, at its discretion, issue communications related to the Project directly to Contractor. In all such direct communications, Owner will endeavor to copy Engineer.

9.02 *Replacement of Engineer*

A. Owner may at its discretion appoint an engineer to replace Engineer. The replacement engineer's status under the Contract Documents shall be that of the former Engineer.

9.03 *Furnish Data*

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 *Pay When Due*

A. Owner shall make payments to Contractor when they are due in the manner and within the time limits proscribed by chapter 2251 of the Texas Government Code.

9.05 *Lands and Easements; Reports, Tests, and Drawings*

A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.

B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.

9.06 *Limitations on Owner's Responsibilities*

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.07 *Evidence of Financial Arrangements*

A. Within Thirty (30) days of executing the Agreement, Contractor may request, and Owner shall furnish, reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents.

9.08 *Safety Programs*

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.

B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

10.01 *Owner's Representative*

A. Engineer will act as the Owner's representative for Project administration during the construction period. Engineer shall not have the authority to bind the Owner as that authority lies with the Owner's designated representative, but Engineer may communicate on behalf of Owner in all Project matters.

10.02 *Visits to Site*

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 *Project Representative*

A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in this article 10.

10.04 *Rejecting Defective Work*

A. Engineer has the authority to reject Work in accordance with Article 14, subject to Owner's approval.

10.05 *Shop Drawings, Change Orders and Payments*

A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.

B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.

C. Engineer's authority as to Change Orders is set forth in Article 11.

D. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.06 *Determinations for Unit Price Work*

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.07 *Decisions on Requirements of Contract Documents and Acceptability of Work*

A. Subject to Owner's approval, Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor.

10.08 *Limitations on Engineer's Authority and Responsibilities*

A. Engineer's authority, responsibility and actions as Owner's representative shall not give rise to any liability to Contractor. Contractor expressly waives any claims it has against Engineer for the performance of its responsibilities as Owner's representative.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto.

C. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

D. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

10.09 *Compliance with Safety Program*

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs (if any) of which Engineer has been informed.

ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

11.01 *Amending and Supplementing Contract Documents*

A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.

1. *Change Orders*:

    a. A Change Order shall be used to amend or supplement the Contract Documents when the Parties agree to the amendment, supplement, modification to the scope of work, or change in the Contract Price or the Contract Times.

2. *Work Change Directives*: A Work Change Directive may be issued by the Owner if the Parties cannot agree on a Change Order. A Work Change Directive may also be issued if the Parties expect that the change ordered by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times.

    b. In the event the Owner has issued a Work Change Directive that the Parties subsequently agree shall be incorporated into a Change Order, the Contractor must submit its Change Proposal seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive.

    c. Adjustments to the Contract Price for Work performed pursuant to a Work Change Directive issued by the Owner without agreement of the Parties shall be governed by the provisions in section 11.04.

    d. Upon receipt of a Change Directive, Contractor shall promptly proceed with the change in the Work involved.

3. *Field Orders*: Owner or Engineer (with Owner's approval) may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein. Provided the Design-Build project delivery method is being used, subject to Owner's prior written approval, Contractor may make minor changes in the Work consistent with the intent of the Contract Documents, provided, however that Contractor shall promptly inform Owner and Engineer, in writing, of any such changes and record such changes on the documents maintained by Contractor.

11.02 *Owner-Authorized Changes in the Work*

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall be supported by Engineer's recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any

such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.03 *Unauthorized Changes in the Work*

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.

11.04 *Change of Contract Price*

A. The Contract Price may only be changed by a Change Order or Work Change Directive. Any Change Proposal for an adjustment in the Contract Price shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.

B. An adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2) properly itemized and supported by sufficient substantiating data to permit evaluation by the Owner; or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).

C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall be 15 percent;

b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall be five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.01.C.2.a and 11.01.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;

d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;

e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

11.05 *Change of Contract Times*

A. The Contract Times may only be changed by a Change Order or Work Change Directive. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.

B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

11.06 *Change Proposals*

A. Contractor shall submit a Change Proposal to Engineer and Owner to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.

1. *Procedures*: Contractor shall submit each Change Proposal to Engineer and Owner promptly (but in no event later than 30 days) after the start of the event giving rise

thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. Failure by Contractor to comply with this submittal procedure will constitute an express waiver of any Claim for relief.

2. *Engineer's Action*: Engineer will review each Change Proposal with Owner and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Engineer's action on a Change Proposal will not have the effect of adjusting the Contract Time or Contract Price without express written approval of Owner and a memorialization of Engineer's Action in a Change Order. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

3. *Binding Decision*: Engineer's decision will be final and binding upon Contractor, unless Contractor appeals the decision by filing a Claim under Article 12.

B. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

11.07 *Execution of Change Orders*

A. Owner and Contractor shall execute appropriate Change Orders covering:

1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;

2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;

3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07; and

4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.

11.08 *Notification to Surety*

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12 – CLAIMS

12.01 *Claims*

A. The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:

1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;

2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and

3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.

B. *Submittal of Claim*: The party submitting a Claim shall deliver written notice directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise to the claim for relief or after the claiming party reasonably should have recognized the event or condition giving rise to the request, whichever is later. In the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The responsibility to substantiate a Claim shall rest with the party making the Claim. Such notice shall include sufficient information to advise the other party of the circumstances giving rise to the claim for relief, the specific contractual adjustment or relief requested and the basis of such request.

C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.

D. *Mediation*:

1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.

2. If Owner and Contractor agree to mediation, the mediation shall occur within 60 days of the agreement to mediate. However, the mediation may be stayed and its scope and schedule may be amended, provided that the mediation occur no later than 60 days following Final Completion. The mediation shall be conducted by a mutually agreeable impartial mediator, or if the parties cannot so agree, a

mediator designated by the American Arbitration Association ("AAA") pursuant to its Construction Industry Mediation Rules.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.

4. Mediation is a condition precedent to litigation before a court of competent jurisdiction or tribunal.

E. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party.

F. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise, that agreement should be memorialized in a Change Order if the Project is ongoing at the time of resolution and the agreement affects the Contract scope, price, or time.

G. *Duty to Continue Performance:* Unless provided to the contrary in the Contract Documents, Contractor shall continue to perform the Work pending the final resolution of any dispute or disagreement between Contractor and Owner.

H. The Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise arising out of or related to the Contract in accordance with the requirements of this article 12, the dispute resolution provisions of article 17 and within the time period specified by applicable law. The Contractor waives all claims and causes of action not commenced in strict accordance with this Article.

I. *Claims Arising After Final Payment:* If the Contractor intends to make a Claim for an increase in the Contract Price or Contract Time, written notice as provided herein shall be given before proceeding to execute the portion of the Work that relates to the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property. Failure to provide written notice of a Claim in accordance with this Article and other applicable provisions of the Contract Documents constitutes an express waiver by the Contractor of any right of recovery on such Claim.

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 *Cost of the Work*

A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:

1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:

1. Payroll costs for employees in the employ of Contractor in the direct performance of the Work. Such employees shall include, without limitation, superintendents, foremen, and other personnel employed full time. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation and health and retirement benefits applicable thereto.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

   a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

   b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

   c. Rentals of all construction equipment and machinery, and the parts thereof, approved by Owner, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

   d. The cost of utilities, fuel, and sanitary facilities at the Site.

   e. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded*: The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's employees, agents and other personnel not included in Paragraph 13.01.B, whether at the Site or in Contractor's principal or branch office for general administration of the Work. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*: In the event that additional services are requested by the owner on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.

E. *Documentation*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

13.02 *Unit Price Work*

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor and Owner the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Provided the Owner has approved such decision, Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.

E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking an adjustment in the Contract Price if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;

2. there is no corresponding adjustment with respect to any other item of Work; and

3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

14.01 *Access to Work*

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

14.02 *Tests, Inspections, and Approvals*

A. Contractor shall give Engineer and Owner timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

B. Owner shall be responsible for providing the services of an independent inspection and testing lab if the Contract Documents and Specifications so require.

C. Contractor shall be responsible for arranging, obtaining, and coordinating all inspections and tests required:

1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;

2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;

3. by manufacturers of equipment furnished under the Contract Documents;

4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and

5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

NOTE(S) TO USER: 14.02 Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner.

D. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 *Defective Work*

A. *Contractor's Obligation*: It is Contractor's obligation to assure that the Work is not defective.

B. *Engineer's Authority*: Engineer has the authority to determine whether Work is defective, and to reject defective Work, subject to Owner's approval.

C. *Notice of Defects*: Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.

D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.

E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

F. *Costs and Damages*: Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 *Acceptance of Defective Work*

A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner

may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 *Uncovering Work*

A. Subject to Owner's prior written approval, Engineer has the authority to require special inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed.

B. If any Work is covered contrary to the written request of Engineer or Owner, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.

C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, upon Owner's approval and Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

6. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.

7. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 *Owner May Stop the Work*

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

14.07 *Owner May Correct Defective Work*

A. If Contractor fails within a reasonable time after written notice from Engineer or Owner to correct defective Work, or to remove and replace rejected Work as required by the Owner, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work. If no payments are due to the Contractor or insufficient funds remain as part of the Contact Price then unpaid to the Contractor, the Contractor shall be liable to the Owner and shall promptly reimburse the Owner for all costs following written notice of the amount due to the Owner.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 *Progress Payments*

A. *Basis for Progress Payments*: The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer and Owner. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

B. *Applications for Payments*:

1. At least 25 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer and Owner for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by a bill of sale, invoice, or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and

evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. *Review of Applications*:

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

   a. the Work has progressed to the point indicated;

   b. the quality of the Work is generally in accordance with the Contract Documents; and

   c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

   d. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or

   e. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:

   f. the Work is defective, requiring correction or replacement;

g. the Contract Price has been reduced by Change Orders;

h. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

i. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

j. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Reductions in Payment by Owner*:

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:

a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work;

b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;

c. Contractor has failed to provide and maintain required certified payrolls, bonds or insurance;

d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

f. the Work is defective, requiring correction or replacement;

g. liquidated damages, if applicable, or other damages resulting from delay have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;

h. there are other items entitling Owner to a set off against the amount recommended.

2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for

such action. The reduction imposed shall be binding on Contractor unless it duly submits a Change Proposal contesting the reduction.

15.02 *Contractor's Warranty of Title*

A. Contractor warrants and guarantees that title to all Work, materials, services, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens, claims, security interests, encumbrances, and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

15.03 *Substantial Completion*

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment. If the Agreement calls for a Design-Build project delivery method, the Contractor shall issue a certificate of Substantial Completion to the Owner.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. At that inspection, Owner and Engineer will review, supplement, and edit the initial punch list prepared by Contractor or prepare an additional punch list if Contractor has not yet provided a punch list. If Owner or Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Owner and Engineer consider the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall set forth (i) the date of Substantial Completion, (ii) the remaining items of Work that have to be completed before final payment, (iii) provisions (to the extent not already provided in the Contract Documents) establishing Owner's and Contractor's responsibility for the Project's security, maintenance, utilities and insurance pending final payment and (iv) an acknowledgment that warranties commence to run on the date of Substantial Completion, except as may otherwise be noted in the Certificate of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. If Owner and Engineer do not consider the Work substantially complete, the Engineer shall notify Contractor of such, in writing, with a specific explanation of those portions of the Work that are the basis for determining the Work is not substantially complete. If the Agreement calls for a Design- Build project delivery method, the Contractor shall submit a preliminary certificate of Substantial Completion to the Owner.

D. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

15.04 *Partial Use or Occupancy*

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03 for that part of the Work.

2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Owner or Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Owner or Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work.

4. No use or occupancy or separate operation of part of the Work by Owner will relieve Contractor of its insurance obligations under these Contract Documents.

B. The Owner, at the Owner's sole option, shall have the right to take possession of and use any completed or partially completed portion of the Work regardless of the time for completing the entire Work. The Owner's exercise of such use and possession shall not be construed to mean that the Owner acknowledges that any part of the Work so possessed and used is substantially complete or that it is accepted by Owner, and the Owner's exercise of such use and possession shall not relieve the Contractor of its responsibility to complete all Work in accordance with the Contract Documents.

15.05 *Final Inspection*

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies. In such case, Contractor must bear the cost of any additional Work or services of the Owner until the Work is determined to be finally complete.

15.06 *Final Payment*

A. *Application for Payment*:

1. After Contractor has, in the opinion of Engineer and Owner, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

   a. all documentation called for in the Contract Documents;

   b. consent of the surety, if any, to final payment;

   c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

   d. a list of all disputes that Contractor believes are unsettled;

   e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights or claims arising out of the Work, and of Liens or claims filed in connection with the Work; and

   f. a general release executed by Contractor waiving, upon receipt of final payment by Contractor, all claims, except those claims previously made in writing to Owner and remaining unsettled at the time of final payment

3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien or claim could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in claims, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien or claim, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Application and Acceptance*:

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's

recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Completion of Work*: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

D. *Payment Becomes Due*: Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off) will become due and shall be paid by Owner to Contractor.

15.07 *Waiver of Claims*

A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from defective Work appearing after final inspection, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.

B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted, expressly reserved, or appealed under the provisions of Article 17.

15.08 *Correction Period*

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is in need of repair, adjustment, modification, correction, or found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. correct the defective repairs to the Site or such other adjacent areas;

2. correct such defective Work;

3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and

4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.01 *Owner May Suspend Work*

A. At any time and without cause, Owner may suspend the Work or any portion thereof by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 *Owner May Terminate for Cause*

A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply an Architect, Engineer, or sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);

2. Fails to make payment to the Consultants, Contractors, Subcontractors, or Suppliers for services, materials or labor in accordance with their respective agreements with the Contractor;

3. Repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;

4. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents; or

5. Contractor's repeated disregard of the authority of Owner or Engineer.

B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor and the Contractor's surety, if any, ten (10) days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:

1. declare Contractor to be in default,

2. exercise any rights afford to it under the Contract Documents,

3. give Contractor notice that the Contract is terminated; and/or

4. enforce the rights available to Owner under any applicable performance bond.

C. If Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient. If Owner chooses to complete the Work in accordance with this provision, Owner and Contractor expressly agree that Owner shall be exempt from publicly bidding the completion work pursuant to Sections 252.021 and 252.022 of the Texas Local Government Code.

D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within the ten (10) day cure period begins to correct its failure to perform and proceeds diligently to cure such failure.

E. If Owner proceeds to complete the Work and/or correct the default, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. Notwithstanding the preceding sentence, if the Agreement establishes a Guaranteed Maximum Price, Contractor will only be entitled to be paid for Work performed prior to its default. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such costs shall include not only the cost of completing the Work, but also losses, damages, costs and expense, including attorneys' fees and expenses, incurred by Owner in connection with the procurement and defense of claims arising from Contractor's default.

F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or any surety.

G. If Owner improperly terminates the Agreement for cause, the termination for cause will be converted to a termination for convenience in accordance with the provisions of Paragraph 16.03 of the Agreement.

16.03 *Owner May Terminate for Convenience*

A. Upon seven (7) days written notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid (subject to the GMP) for:
   1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination;
   2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work; and
   3. demobilization expenses.

B. Contractor shall not be paid for any economic loss arising out of or resulting from such termination, except for those costs expressly identified above.

C. Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall:
   1. cease operations as directed by the Owner in the notice and, if required by the Owner, participate in an inspection of the Work with the Owner to record the extent of completion thereof, to identify the Work remaining to be completed or corrected, and to determine what temporary facilities, tools, equipment and construction machinery are to remain at the Site pending completion of the Work;
   2. take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and
   3. except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing Project agreements, including agreements with the Architect, Consultants, Contractors, and purchase orders, and enter into no further Project agreements and purchase orders.

D. If Owner terminates the contract for convenience and proceeds to design and construct the Project through its employees, agents or third parties, Owner's rights to use the Work Product shall be as set forth in the Contract Documents.

16.04 *Contractor May Stop Work or Terminate*

A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 180 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 60 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 60 days to pay Contractor any sum finally determined to be due, Contractor may, seven (7) days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

17.01 *Methods and Procedures*

A. *Disputes Subject to Final Resolution*: The following disputed matters are subject to final resolution under the provisions of this Article:
   1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and
   2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.
   3. Reserved claims of Owner or Contractor under these Control Documents, including Article 12.

B. *Final Resolution of Disputes*:
   1. For any disputes subject to this article, Owner and Contractor shall endeavor to resolve their Claims by mediation. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction. Mediation is a condition precedent to litigation before a court of competent jurisdiction.
   2. For any claim not resolved by mediation, the parties agree to submit such claims to the jurisdiction of the District Court of El Paso County, Texas for final dispute resolution.

ARTICLE 18 – MISCELLANEOUS

18.01 *Giving Notice*

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:
   1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended;
   2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice; or
   3. delivered by electronic means with a corresponding confirmation of delivery or read receipt.

18.02 *Computation of Times*

A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday, Sunday or a legal holiday, the computation of time will conclude on the next business day.

18.03 *Cumulative Remedies*

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available, by special warranty or guarantee, or by other provisions of the Contract.

18.04 *Limitation of Damages*

A. The Contractor and Owner waive claims against each other for the following damages arising out of or relating to this Contract. This mutual waiver includes:
   1. damages incurred by the Owner for loss of financing, business opportunity and reputation, and for loss of management or employee productivity or of the services of such persons; and
   2. damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, bonding capacity, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

B. The damages limitation set forth in Paragraph 18.04.A above is not intended to affect the payment of liquidated damages, if applicable, or delay damages which both parties recognize has been established, in part, to reimburse Owner for some damages that might otherwise be deemed to be incidental to the Work.

18.05 *No Waiver*

A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

18.06 *Survival of Obligations*

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the services of Contractor.

18.07 *Controlling Law*

A. This Contract is to be governed by the law of the state of Texas. However, the laws of the state in which Project is located, including applicable federal laws and governmental authorizations and permits issued with respect to the Work pursuant to state or federal law, shall pertain as to the duty of Contractor to construct the Work in compliance with legal requirements.

18.08 *Headings*

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions, and shall not in any way be construed to limit or alter the meaning of any provision.

18.09 *Prevailing Wage*

A. Contractor shall provide and pay for labor in accordance with the prevailing wage in the locality and shall not pay less than the prevailing wage.

18.10 *Right to Audit:*

A. Whenever the Owner enters into any type of contractual arrangement with the Contractor, then the Contractor's "records" shall upon reasonable notice be open to inspection and subject to audit and/or reproduction during normal business working hours. The Owner's representative, or an outside representative engaged by the Owner, may perform such audits. The Contractor shall maintain all records relating to this Agreement for four (4) years from the date of final payment under this Agreement.

B. The Owner shall have the exclusive right to examine the records of the Contractor. The term "records" as referred to herein shall include any and all information, materials and data of every kind and character, including without limitation records, books, papers, documents, contracts, schedules, commitments, arrangements, notes, daily diaries, reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may, in the Owner's judgment, have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any contract document. Such records shall include (hard copy, as well as computer-readable data if it can be made available), written policies and procedures, time sheets, payroll registers, cancelled checks, personnel file data, correspondence, general ledger entries, and any other record in the Contractor's possession which may have a bearing on matters of interest to the Owner in connection with the Contractor's dealings with the Owner (all of the foregoing are hereinafter referred to as "records"). In addition, the Contractor shall permit interviews of employees as well as agents, representatives, vendors, subcontractors and other third parties paid by the Contractor to the extent necessary to adequately permit evaluation and verification of the following:
   1. The Contractor's compliance with contract requirements;
   2. The Contractor's compliance with the Owner's business ethics policies; and
   3. If necessary, the extent of the Work performed by the Contractor at the time of contract termination.

C. The Contractor shall require all payees (examples of payees include subcontractors, insurance agents, material suppliers, etc.) to comply with the provisions of this Article

18.10 by securing the requirements hereof in a written agreement between the Contractor and payee. Such requirements include a flow-down right of audit provision in contracts with payees that also apply to subcontractors and sub-subcontractors, material suppliers, etc. The Contractor shall cooperate fully and shall require Related Parties and all of the Contractor's subcontractors to cooperate fully in furnishing or in making available to the Owner from time to time whenever requested, in an expeditious manner, any and all such information, materials, and data.

D. The Owner's authorized representative or designee shall have reasonable access to the Contractor's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement, and shall be provided adequate and appropriate work space in order to conduct audits in compliance with this Article 18.10.

E. If an audit inspection or examination in accordance with this Article 18.10 discloses overpricing or overcharges of any nature by the Contractor to the Owner in excess of one-half of one percent (.5%) of the total contract billings, then the reasonable actual cost of the Owner's audit shall be reimbursed to the Owner by the Contractor. Any adjustments and/or payments, which must be made as a result of any such audit or inspection of the Contractor's invoices and/or records, shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the Owner's findings to the Contractor.

18.11 *Trust Funds*

A. This Project is subject to the Texas Trust Fund Statute, chapter 162 of the Texas Property Code, and the Parties acknowledge that the payment obligations contained herein for the Contractor to receive funds from the Owner and then use those funds to pay such Subcontractors, Suppliers, Vendors, Consultants, and the like, are subject to the Trust Fund Statute and the Owner's audit rights outline in this article 18.

18.12 *Severability*

A. If any provision or any part of a provision of the Contract Documents shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable Legal Requirements, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Contract Documents, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

18.13 *Amendments*

A. The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.

18.14 *Assignment*

A. Contractor shall not, without the written consent of the Owner assign, transfer or sublet any portion or part of the Work or the obligations required by the Contract Documents, other than to an affiliate. An assignment to an affiliate shall not relieve the assignor of its obligations under this Agreement.

18.15 *Confidential Information*

A. Confidential Information is defined as information which is determined by the transmitting party to be of a confidential or proprietary nature and: (a) the transmitting party identifies as either confidential or proprietary; (b) the transmitting party takes steps to maintain the confidential or proprietary nature of the information; and (c) the document is not otherwise available in or considered to be in the public domain. The receiving party agrees to maintain the confidentiality of the Confidential Information and agrees to use the Confidential Information solely in connection with the Project.

B. A party receiving Confidential Information may disclose the Confidential Information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. A party receiving Confidential Information may also disclose the Confidential Information to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of Confidential Information as set forth in this Contract.

18.16 *Public Art Component*

A. This Project is subject to the Owner's Public Art initiate and, as such, two percent (2%) of the Project budget, through separate funds, are devoted to the commission or acquisition and installation of a public art work. The Contractor expressly acknowledges that the Public Art component is part of the Work. The Contractor agrees to coordinate with the Owner and the artist for installation of the art work at the direction of the artist and the Owner. The cost of such coordination, direction and installation shall be born by Contractor and are part of the Contract Price.

18.17 *Open Records Act/Texas Public Information Act Requests*

A. The Contractor recognizes that this Project is publicly owned and the Owner is subject to the disclosure requirements of the Texas Public Information Act ("TPIA"). As part of its obligations within the Contract Documents, the Contractor agrees, at no additional cost to the Owner, to cooperate with the Owner for any particular needs or obligations arising out of the Owner's obligations under the TPIA. This acknowledgement and obligation are in addition to and complimentary to the Owner's audit rights in section 18.10.

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with Title 2, Chapter 2.92, Section 2.92.080

Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.**

Definitions:

"Contribution"	A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit.
"Contributor"	A person making a contribution, including the contributor's spouse.
"Donation"	Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.
"Donor"	An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
"Benefiting"	Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of $500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

Contributor / Donor Information:

Full Name	Hector Luna
Business Name	Black Stallion Contractors, Inc.
Agenda Item Type	Contract Award
Relevant Department	Capital Improvement Department

2025-0282R All Abilities Playground

Disclosure Affirmation: Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of $500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.

[X] I have NOT made campaign contributions or donations totaling an aggregate of $500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

OR

[ ] I have made campaign contributions or donations totaling an aggregate of $500 or more to the following City Council member(s) during their campaign(s) or term(s) of City office:

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT ($)
Mayor		
District 1		
District 2		
District 3		
District 4		
District 5		
District 6		
District 7		
District 8		

Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, **I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.**

Signature: _____ Date: 3/26/2025

City of El Paso
Capital Improvement Department

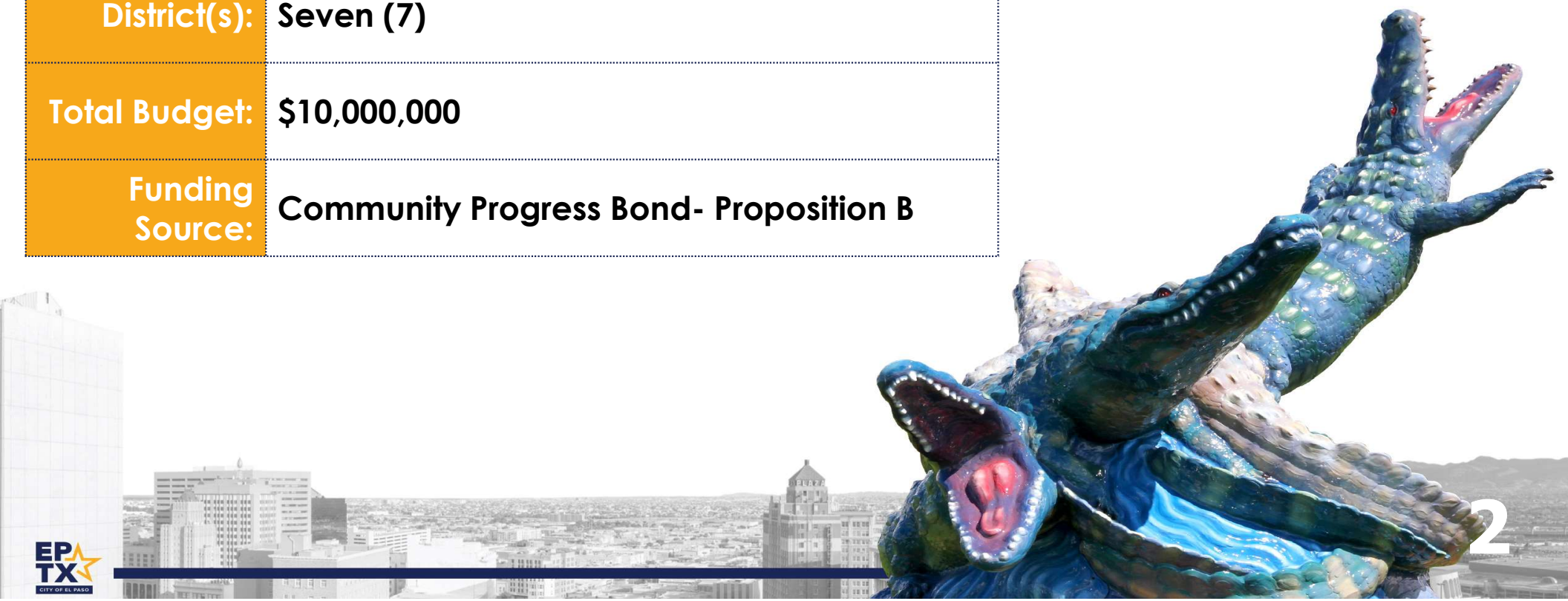
All Abilities Playground

January 06, 2026

Strategic Plan Goal:
4) Enhance El Paso's quality of life through recreational, cultural and educational environments.

Project Details

Location:	715 Lomita Drive, El Paso, Texas 79907 Within existing Lomaland Park
District(s):	Seven (7)
Total Budget:	$10,000,000
Funding Source:	Community Progress Bond- Proposition B



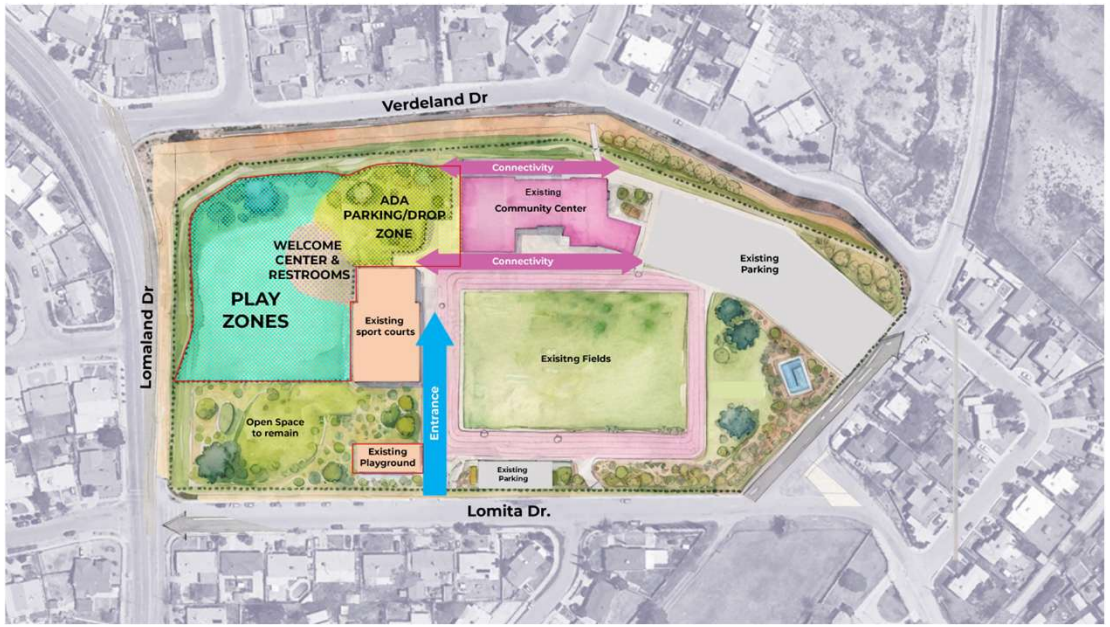
Project Location

Lomaland Park



715 Lomita Drive, El Paso Texas 79907

Conceptual Site Plan Diagram



For Reference purposes only

Proposed scope of work for this project includes but are not limited to:

- All abilities themed-playground amenities
- Welcoming center
- ADA Restrooms
- ADA Parking/drop zone

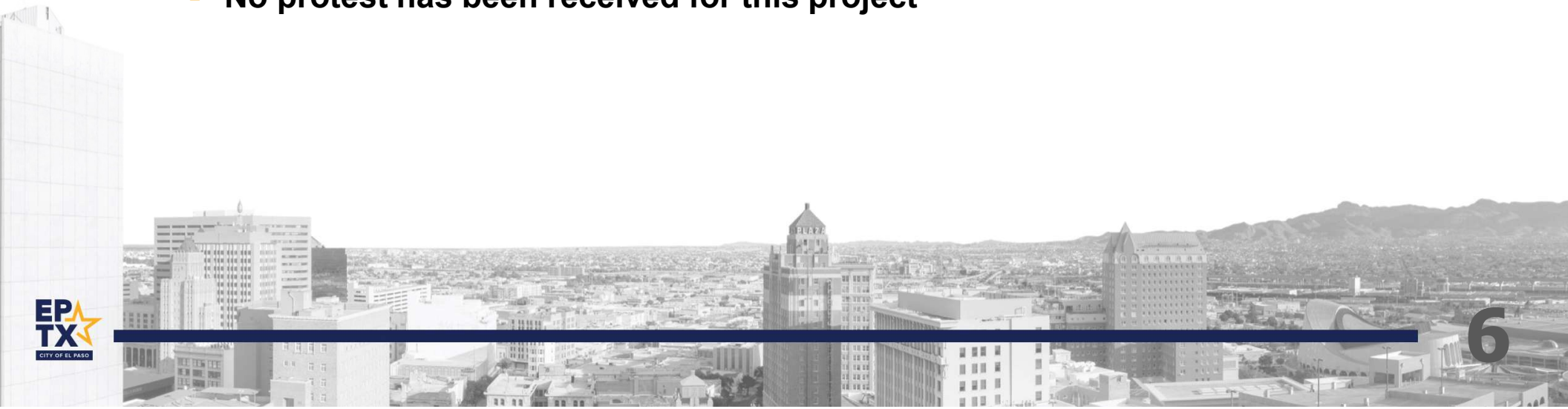
Scope of Work

- **Design Build Team will provide Pre-Construction Services. The services will consist of but not limited to the following:**
  - In-depth site assessment and surveys
  - Detailed site development plan
  - Zoning and plotting of property
  - Schematic design including drawings and specs up to 60% construction documents
  - Preparation of an estimate of probable cost and Guaranteed Maximum Price (GMP)



Procurement Summary

- **Design Build**
  - Solicitation advertised on February 25, 2025
  - There were a total of eighty-one (81) viewers online.
  - Three (3) proposals were received
    - Two (2) from local suppliers
    - No protest has been received for this project



Recommended Actions

For City Council to approve the award of the Pre-Construction Services for the 2025-0282R All Abilities playground Project to Design Builder Black Stallion Contractors, Inc. in the amount not to exceed $465,733.24.



MISSION

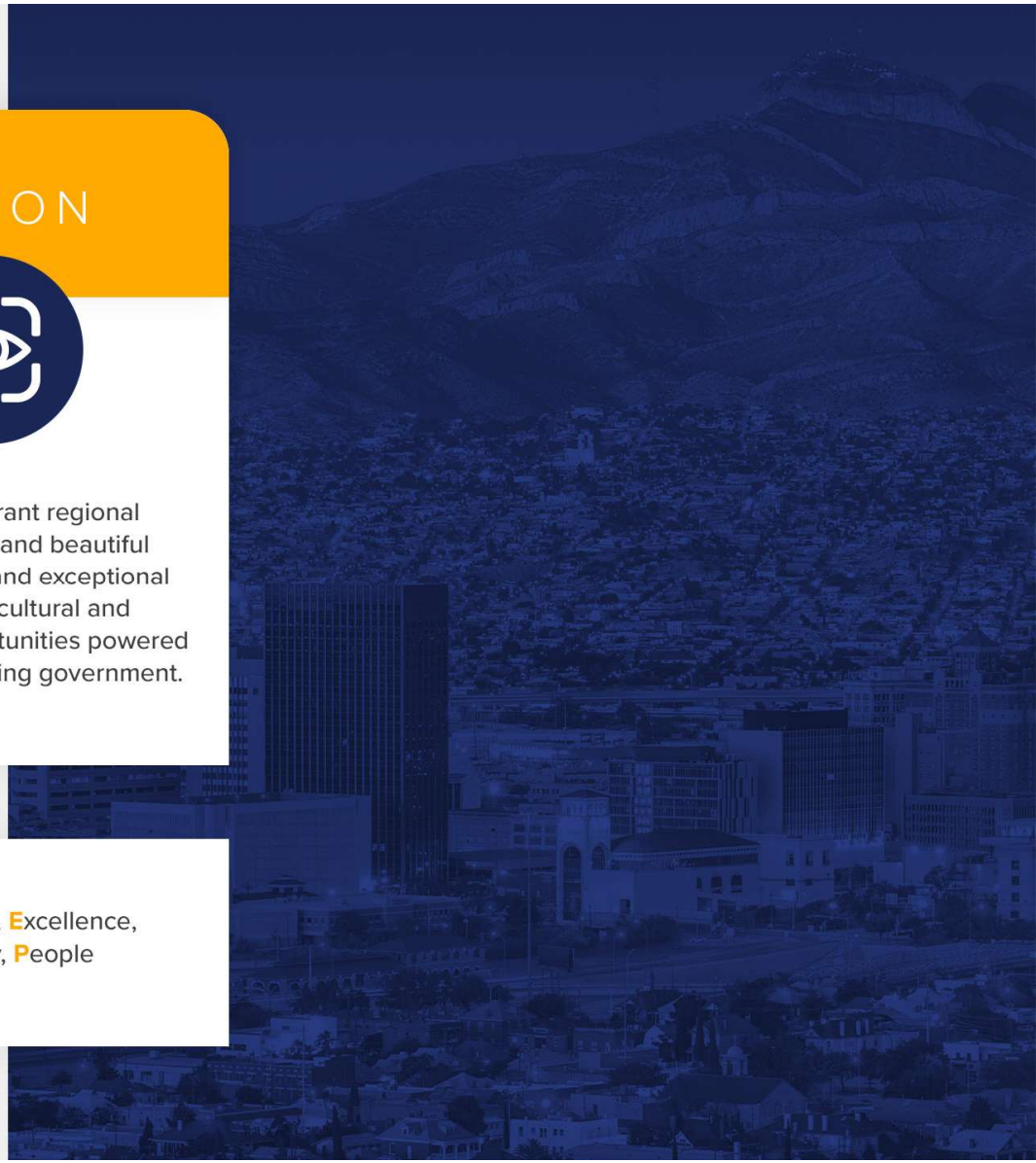
Deliver exceptional services to support a high quality of life and place for our community.

VISION

Develop a vibrant regional economy, safe and beautiful neighborhoods and exceptional recreational, cultural and educational opportunities powered by a high performing government.

VALUES

Integrity, **R**espect, **E**xcellence, **A**ccountability, **P**eople



MISIÓN

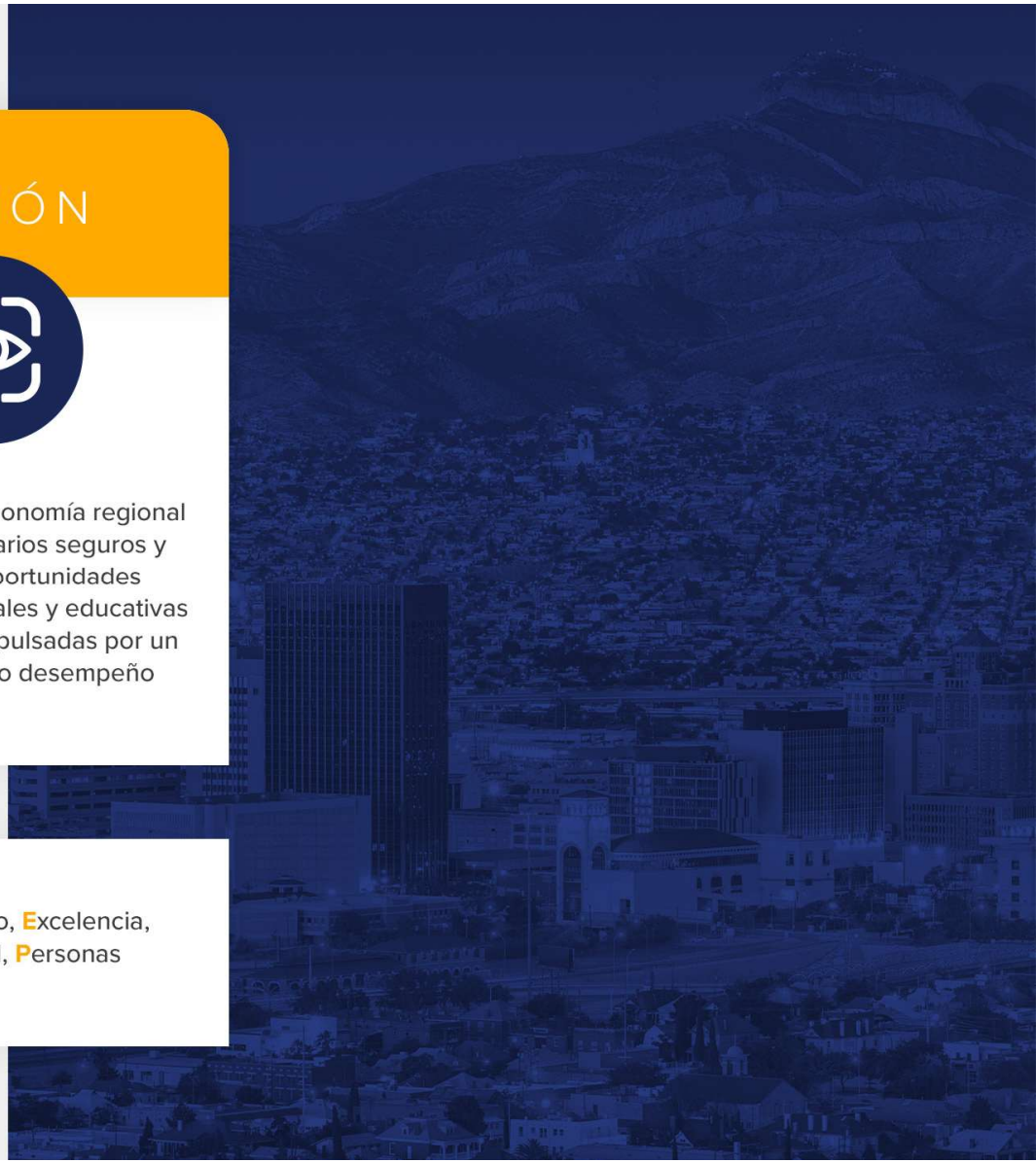
Brindar servicios excepcionales para respaldar una vida y un lugar de alta calidad para nuestra comunidad

VISIÓN

Desarrollar una economía regional vibrante, vecindarios seguros y hermosos y oportunidades recreativas, culturales y educativas excepcionales impulsadas por un gobierno de alto desempeño

VALORES

Integridad, **R**espeto, **E**xcelencia, **R**esponsabilidad, **P**ersonas



File #: 26-0027, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.
No Title's, No emails. Please use ARIAL 10 Font.

District 3
Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-0043
Capital Improvement Department, Yvette Hernandez, (915) 212-1803

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.
Populate the table to maintain proper formatting. Copy and paste the agenda language in the designated area below. You may include more language after the table. Just made sure all posting language is populated between "TITLE" and "END".

Request that the City Manager is authorized to sign the agreement associated with the award of Solicitation No. 2025-0397R El Paso Police & Fire Department Joint Headquarters to Jordan Foster Construction, LLC. for an initial amount of $15,000.00 for pre-construction services; and that the City Engineer is authorized to approve additional pre-construction services in the amount of $20,000 if the services are necessary for the proper execution of the project.

Department:	Capital Improvement
Award to:	Jordan Foster Construction, LLC
City & State:	El Paso, TX
Item(s):	Pre-Construction Services
Total Estimated Award:	$15,000.00
Account(s):	190-4820-29080-580270- PCP20PDHEADQUAR
Funding Source(s):	2019 Public Safety Bond
District(s):	3

This is a Construction Manager-at-Risk procurement.

The Purchasing & Strategic Sourcing and Capital Improvement Departments recommend award as indicated to Jordan Foster Construction, LLC, the highest ranked offeror based on the evaluation factors established in the evaluation criteria for this procurement.

It is requested that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of this award.

As a part of this award, upon the review of the City Attorney, the City Engineer may without further authorization from City Council approve contract changes which are necessary for proper execution of the work and carrying out the intent of the project, which are in accordance with applicable law, do not make changes to the prices and are within the appropriate budget.

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

DEPARTMENT: Capital Improvement
Purchasing & Strategic Sourcing
AGENDA DATE: January 6, 2026
PUBLIC HEARING DATE: N/A
CONTACT PERSON NAME: Yvette Hernandez, Deputy City Manager **PHONE NUMBER:** (915) 212-1803
Claudia A. Garcia, Director **PHONE NUMBER:** (915) 212-0043
DISTRICT(S) AFFECTED: 3

SUBJECT:
Request that the City Manager is authorized to sign the agreement associated with the award of Solicitation No. 2025-0397R El Paso Police & Fire Department Joint Headquarters to Jordan Foster Construction, LLC. for an initial amount of $15,000.00 for pre-construction services; and that the City Engineer is authorized to approve additional pre-construction services in the amount of $20,000 if the services are necessary for the proper execution of the project.

BACKGROUND / DISCUSSION:

This contract will provide pre-construction services for the development of a new administrative building for the El Paso Police and Fire Departments. The facility will be located on a 50-acre, City-owned property. The project envisions an administrative building with adequate secured parking for fleet, patrol, and personal vehicles. The proposed Police and Fire Headquarters will also be situated within the designated area of the El Paso Safety Training Academy complex.

COMMUNITY AND STAKEHOLDER OUTREACH:
A pre-proposal meeting was held on June 25, 2025. Twelve (12) suppliers were in attendance.

SELECTION SUMMARY:
Solicitation was advertised on June 17, 2025 and June 24, 2025. The solicitation was posted on City website on June 17, 2025. There were a total thirty-four (44) viewers online; seven (7) proposals were received; three (3) from local suppliers.

CONTRACT VARIANCE:
N/A

PROTEST
No protest received for this requirement.

PRIOR COUNCIL ACTION:
N/A

AMOUNT AND SOURCE OF FUNDING:
Amount: $15,000.00
Funding Source: 2019 Public Safety Bond
Account: 190-4820-29080-580270- PCP20PDHEADQUAR

REPORTING OF CONTRIBUTIONOR DONATION TO CITY COUNCIL:

Report any contributions or donations to City Council of an accumulated total of $500 or more. Report the name of the elected official and the amount.

NAME	AMOUNT ($)
Form was provided to the applicant	

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

DEPARTMENT HEAD:

Yvette Hernandez

Yvette Hernandez, Deputy City Manager

Claudia A. Garcia – Director of Purchasing & Strategic Souring

Project Form
Construction Manager-at-Risk

**********Posting Language Below **********

Please place the following item on the Consent Agenda for the City Council of January 6, 2026

Award Summary:
Request that the City Manager is authorized to sign the agreement associated with the award of Solicitation No. 2025-0397R El Paso Police & Fire Department Joint Headquarters to Jordan Foster Construction, LLC. for an initial amount of $15,000.00 for pre-construction services; and that the City Engineer is authorized to approve additional pre-construction services in the amount of $20,000 if the services are necessary for the proper execution of the project.

Department:	Capital Improvement
Award to:	Jordan Foster Construction, LLC
City & State:	El Paso, TX
Item(s):	Pre-Construction Services
Total Estimated Award:	$15,000.00
Account(s):	190-4820-29080-580270- PCP20PDHEADQUAR
Funding Source(s):	2019 Public Safety Bond
District(s):	3

This is a Construction Manager-at-Risk procurement.

The Purchasing & Strategic Sourcing and Capital Improvement Departments recommend award as indicated to Jordan Foster Construction, LLC, the highest ranked offeror based on the evaluation factors established in the evaluation criteria for this procurement.

It is requested that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of this award.

As a part of this award, upon the review of the City Attorney, the City Engineer may without further authorization from City Council approve contract changes which are necessary for proper execution of the work and carrying out the intent of the project, which are in accordance with applicable law, do not make changes to the prices and are within the appropriate budget.

Construction Manager-at-Risk - One Step - Request for Proposals - Final Ranking

PROJECT: 2025-0397R El Paso Police & Fire Department Joint Headquarters

Evaluation of Submittal

	MAX POINTS	Banes General Contractors Inc.	Buford-Thompson Company, LTD dba BTC	Clark Construction LLC dba Clark Construction Group LLC	Harrington Construction, LLC dba HB Construction	Hensel Phelps Construction CO. Dba Hensel Phelps Construction CO	Jordan Foster Construction, LLC	Sundt Constrction Inc.
Factor A - Offeror's Pre-Construction Services Fee Proposal								
	15	6.43	5.00	1.48	7.50	0.90	15.00	3.85
Factor B - Offerors Project Approach and Proposed Schedule								
	25	16.66	18.50	23.66	21.83	23.00	24.00	23.66
Factor C - Offeror's Experience and Reference								
	20	16.64	16.51	16.30	18.66	15.39	10.77	17.08
Factor D –Offeror's Proposed Personnel								
	5	3.80	2.97	4.63	4.40	4.70	4.60	4.50
Factor E – Offeror's Safety Record								
	5	4.40	3.93	4.73	4.40	4.53	4.53	4.53
Factor F - Quality of the Offeror's Goods or Services								
	15	11.90	7.10	13.60	12.80	13.50	13.50	13.80
Factor G - Impact on the ability of the City to comply with rules relating to Historically Underutilized Businesses (HUB)								
	5	4.20	3.37	4.60	4.20	4.63	4.60	4.63
Factor H - Appropriateness of the Offeror's financial capacity related to project size and complexity								
	5	4.73	4.23	4.73	4.73	4.73	4.73	4.73
Factor I - Health benefits provided by Offeror to its Employees								
	5	4.00	4.00	4.00	4.00	5.00	4.00	5.00
TOTAL SCORE	100	72.76	65.61	77.73	82.52	76.38	85.73	81.78
Rank		6	7	4	2	5	1	3

CITY OF EL PASO
REQUEST FOR PROPOSALS TABULATION

Title: El Paso Police & Fire Department Joint Headquarters - Construction Manager-at-Risk: One Step — **Solicitation Number: 2025-0397R**

Bid Opening: July 30, 2025 — **Department: Capital Improvement**

	Banes General Contractors Inc. El Paso, TX Bidder 1 of 7	Buford-Thompson Company, LTD dba BTC Forth Worth, TX Bidder 2 of 7	Clark Construction LLC dba Clark Construction Group LLC McLean, VA Bidder 3 of 7	Harrington Construction, LLC dba HB Construction El Paso, TX Bidder 4 of 7	Hensel Phelps Construction CO. Dba Hensel Phelps Construction CO Greely, CO Bidder 5 of 7	Jordan Foster Construction, LLC El Paso, TX Bidder 6 of 7	Sundt Constrction Inc. Tempe, AZ Bidder 7 of 7
Description							
Preconstruction Phase Services	$35,000.00	$45,000.00	$152,000.00	$30,000.00	$250,000.00	$15,000.00	$58,488.00
Amendments Acknowledged:	YES	YES	YES	YES	YES	YES	YES

Solicitation Invites: 951 Local Suppliers Invited: 479 Proposals Received: 7 Local Proposals Received: 3 No Bid: 6

NOTE: The information contained in this tabulation is for information only and does not constitute actual award/execution of contract.

Approved: _____/s/_____
Date: 8/25/2025

2025-0397R El Paso Police & Fire Department Joint Headquarters View List			
No.	**Participant Name**	**City**	**State**
1	Banes General Contractors, Inc.	El Paso	TX
2	Buford Thompson Company	El Paso	TX
3	Harrington Construction LLC DBA HB Construction	El Paso	TX
4	Hensel Phelps Construction Co	Austin	TX
5	Clark Construction Group	McLean	VA
6	Sundt Construction, Inc.	El Paso	TX
7	Jordan Foster Construction, LLC	El Paso	TX
8	WOFFORD TRUCK PARTS (TE EL PASO,LLC)	EL PASO	TX
9	Metal America LLC	Austin	TX
10	Synergy Project Contractors, Inc.	El Paso	TX
11	Zeraus Iluminacion	El Paso	TX
12	Filterbuy Incorporated	Talladega	AL
13	CONSTRUCTION SOLUTION USA LLC	CARROLLTON	TX
14	915 Maintenance and Contracting (Bustillos & Rojero Enterprises LLC)	El Paso	TX
15	Acebo Solutions	El Paso	TX
16	Adis Construction Management	Dallas	TX
17	AREDi Enterprises, LLC	El Paso	TX
18	ASC General Contractors	El Paso	TX
19	Broaddus & Associates	Austin	TX
20	ConstructConnect	Cincinnati	OH
21	Construction Reporter	Albuquerque	NM
22	Dantek Systems	El Paso	TX
23	Dantex General Contractors	El Paso	TX
24	dsi inc	el paso	TX
25	For The Brand Marketing LLC	El Paso	TX
26	Hadrones LLC (Hadron Engineering Services LLC)	Spring	TX
27	HARDER STRUCTURAL ENGINEERING, LLC	El Paso	TX
28	Interstate construction AND landscaping	el paso	TX
29	Jaynes Corporation of Texas	El Paso	TX
30	JDC Energy Resource, LLC	El Paso	TX
31	KASCO STRUCTURES, LLC	El Paso	TX
32	LJA Engineering, Inc.	El Paso	TX
33	LM Endeavor	El Paso	TX
34	Medlock Commercial Contractors, LLC.	El Paso	TX
35	Precision Pump Systems (Zone Industries dba Precision Pump Systems)	spring	TX
36	Sherwin Williams Protective Coatings	El Paso	TX
37	The PlanIt Room	El Paso	TX
38	Toptem Solutions, LLC	El Paso	TX
39	UT CONTRACTORS LLC	Irving	TX
40	Virtual Builders Exchange	San Antonio	TX
41	Vonanza Construction	EL PASO	TX
42	West Texas Chapter AGC	Abilene	TX
43	Wyler Industrial Works, Inc.	El Paso	TX
44	ZTEX Construction, Inc.	El Paso	TX

REVISED
3:57 pm, Dec 15, 2025

RESOLUTION

WHEREAS, on July 20, 2004, the El Paso City Council adopted a resolution approving the use of alternate project delivery methods for construction projects pursuant to Section 271.113 of the Texas Local Government Code (now Section 2269 of the Texas Government Code) that provides the best value to the City; and

WHEREAS, on Sept. 18, 2012, the El Paso City Council approved the addition of the Construction Manager-at-Risk as an alternate project delivery method for construction projects and adopted the City of El Paso Construction Manager-at-Risk Procurement Policy; and

WHEREAS, the City's Construction Manager-at-Risk Procurement Policy states that the City Engineer will determine, before advertising, which alternative project delivery method for construction provides the best value to the City and that the El Paso City Council shall approve the issuance of a solicitation for any Construction Manager-at-Risk project prior to its issuance; and

WHEREAS, on April 17, 2018, the City Council amended the Construction Manager-at-Risk Procurement Policy to delete the requirement of City Council approval of a Solicitation for any Construction Manager-at-Risk prior to the issuance and delegated to the Director of Purchasing & Strategic Sourcing the authority to determine which alternative project delivery method for construction provides the best values to the City and to approve the issuance of a solicitation for any Construction Manager-at Risk project to the Director of Purchasing and Strategic Sourcing; and

WHEREAS, the Director of Purchasing & Strategic Sourcing determined that the Construction Manager-at-Risk alternative project delivery method will provide the best value to the City for the construction of the El Paso Police & Fire Department Joint Headquarters project and approved the issuance of a solicitation using Construction Manager-at-Risk delivery method for the construction of the El Paso Fire Department Special Operations Division Station project; and

WHEREAS, the City of El Paso ("City") issued a Request for Proposal as part of the construction manager-at risk project delivery method for the El Paso Police & Fire Department Joint Headquarters, Solicitation 2025-0397R; and

WHEREAS, Jordan Foster Construction, LLC ("Contractor"), a Texas Corporation, submitted the proposal offering the best value for the City on the basis of the published selection criteria and on the ranking evaluations; and

WHEREAS, the City negotiated a contract with Contractor and desires to award the El Paso Police & Fire Department Joint Headquarters project, Solicitation 2025-0397R for construction manager-at risk services to Contractor; and

WHEREAS, the initial contract award will commence the preconstruction services and the parties understand that an amendment to establish the Guaranteed Maximum Price for the project will be subject to City Council approval.

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

THAT the City Manager is authorized to execute the construction manager-at risk agreement ("Contract") between the City of El Paso and Jordan Foster Construction, LLC ("Contractor"), a Texas Corporation, for the project known as the El Paso Police & Fire Department Joint Headquarters project, 2025-0397R, in an initial amount of $15,000.00 for preconstruction services; and that the City Engineer is authorized to approve additional preconstruction services in the amount of $20,000.00 if the services are necessary for the proper execution of the project.

APPROVED this _____day of ____, 2026.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Juan S. Gonzalez
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Yvette Hernandez, P.E., Deputy City Manager and City Engineer

APPROVED AS TO CONTENT:

_____
Claudia A. Garcia, Director
Purchasing & Strategic Sourcing Dept.

STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONSTRUCTION MANAGER AT-RISK

This Agreement is made and entered into as of the_____day of_____, 2026 by and between the:

"**Owner**"
The City of El Paso
300 N. Campbell
El Paso, Texas 79901
(915) 212-2803

and

"**Construction Manager**"

Jordan Foster Construction, LLC
7700 CF Jordan Dr.
El Paso, TX 79912

for the following Project:

2025-0397 El Paso Police & Fire Department Joint Headquarters

The Project Design Professional is:

Dekker Perich Sabatini, LLC

The Owner's Representative:

City of El Paso Engineer

The Owner and Construction Manager agree as follows:

ARTICLE 1 - GENERAL PROVISIONS

1.01 Contract Documents

The Contract Documents are enumerated in the Standard Form of Agreement Between Owner and Construction Manager At-Risk (hereinafter the Agreement) and consist of the Agreement, General Conditions of the Contract, Drawings, Specifications, Addenda issued prior to execution of the Contract, performance and payment bonds, insurance rider, if any, and other documents listed in the Agreement and Modifications issued after execution of the Contract.

A Modification is (1) a written amendment to the Contract signed by both parties, (2) a Change Order, (3) a Construction Change Directive or (4) a written order for a minor change in the Work issued by the Architect. Unless specifically enumerated in the Agreement, the Contract Documents do not include the advertisement or invitation to bid, Request for Qualifications, Request for Proposal, Instructions to Bidders, sample forms, other information furnished by the Owner in anticipation of receiving bids or proposals, the Contractor's bid or proposal, or portions of Addenda relating to bidding requirements.

Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 2.04 and Section 2.05 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Designer and furnished by the Owner. The Agreement, as described in this Section 1.01, represents the entire and integrated agreement between the Parties and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern.

1.02 Relationship of the Parties

The Parties each agree to proceed with the Project on the basis of mutual trust, good faith, and fair dealing. The relationship between the Parties in intended to facilitate each Party's interest in the Project but is not intended in any way to create a fiduciary obligation between them.

A. The Construction Manager agrees to cooperate with the Owner and Designer and exercise the Construction Manager's skill and judgment in furthering the interests of the Owner. The Construction Manager shall (a) furnish efficient construction administration, management services and supervision; (b) furnish, at all times, an adequate supply of workers and materials; and (c) perform the Work in an expeditious and economical manner consistent with the Contract Documents.

B. The Construction Manager is an independent contractor and shall not act on behalf of or in the name of the Owner except as may be provided in this Agreement or the Contract Documents and as expressly authorized by the Owner's Representative.

1.03 Definitions

Unless otherwise stated in this Section, the Terms used in this Agreement will have the meanings indicated in the General Conditions.

A. Contract Documents

The Contract Documents represent the entire and integrated agreement between the Parties and supersede prior negotiations, representations or agreements. The Contract Documents may be amended or modified only by a Modification. The Contract Documents shall not be construed to create a contractual relationship of any kind between any persons or entities other than the Owner and the Construction Manager.

B. Work

The term "Work" means the preconstruction and construction services and performance items required to fulfill the Construction Manager's obligations under the Contract Documents, whether completed

or partially completed, and includes all labor, materials, equipment and services provided or to be provided by the Construction Manager. The Work may constitute the whole or a part of the Project.

C. *Project*

The Project is the cumulative design and construction of the facility or improvements which the Work performed under the Contract Documents may be the whole or a part, and may include design and construction by the Owner, Designer, and by separate consultants and contractors.

D. *Instruments of Service*

Instruments of Service are representations, in any medium of expression now known or later developed, of the tangible and intangible creative work performed by the Designer and Consultant(s) under their respective agreements. Instruments of Service may include, without limitation, studies, surveys, models, sketches, drawings, specifications, digital models and other similar materials.

E. *Submittals*

A Submittal is any submission to the Owner for review and approval demonstrating how the Construction Manager proposes to conform to the Contract Documents for those portions of the Work for which the Contract Documents require Submittals. Submittals include, but are not limited to, shop drawings, product data, and samples. Submittals are not Contract Documents unless incorporated into a Modification.

F. *Owner*

The Owner is the person or entity identified as such in the Agreement and is referred to throughout the Contract Documents as if singular in number. The term "Owner" means the Owner or the Owner's authorized representative.

G. *Construction Manager*

A Construction Manager is a person or entity identified as such in the Agreement and is responsible for performing all or a portion of the construction required in connection with the Work for the Owner. The Construction Manager is referred to throughout the Contract Documents as if singular in number and means a Construction Manager or an authorized representative of the Construction Manager.

H. *Engineer*

The individual or entity named as such in the Agreement. The individual or entity may be an employee of Owner, whether that individual holds the title of City Engineer or is an individual within the City Engineer's department. In any event, the Engineer will serve as Owner's agent during design and construction phases, and provide technical guidance and recommendations, subject to Owner's approval.

I. *Designer*

The Designer is a person or entity providing design services for the Owner for all or a portion of the Work, and is lawfully licensed to practice engineering in the applicable jurisdiction.

J. *Guaranteed Maximum Price Amendment*

The Guaranteed Maximum Price ("GMP") Amendment is executed after the Designer completes the design phase of services and Construction Manager provides the Owner with a GMP Proposal. Upon agreement to a proposal, the Owner and Construction Manager are required to execute the GMP Amendment, which becomes a part of the Agreement. The GMP Amendment establishes the Contract Sum and Contract Time and sets forth the agreed upon design documents and other information upon which the Contract Sum and Contract Time are based. In establishing the Contract Sum, the parties can choose a Stipulated Sum or Cost of the Work (with or without a GMP). If the parties choose Cost of the Work, the Amendment establishes the items included within the Cost of the Work.

ARTICLE 2 - CONSTRUCTION MANAGER'S RESPONSIBILITIES

2.01 The Construction Manager shall perform all preconstruction, procurement, construction, start-up and performance testing services required by the Contract Documents. The Construction Manager shall provide all material, equipment, tools, labor, and supervision and coordination necessary to complete the Work in full accord with and reasonably inferable from the Contract Documents. The Construction Manager shall be responsible for its own construction means, methods, techniques, sequences, and procedures unless the Contract Documents provide other specific instructions or requirements.

The Construction Manager shall permit only fit and skilled persons to perform the Work. The Construction Manager shall enforce safety procedures, discipline, security, and good order among persons performing all aspects of the Work. The Construction Manager shall maintain good order and cleanliness at the site.

2.02 General Responsibilities

A. The Construction Manager shall comply with any applicable licensing requirements in the jurisdiction where the Project is located.

B. The Construction Manager, with the assistance of the Owner, shall prepare and file documents required to obtain necessary approvals of governmental authorities having jurisdiction over the Project.

C. The Construction Manager shall designate in writing a representative who is authorized to act on the Construction Manager's behalf with respect to the Project. Such designation may not be changed without written notice to and approval of the Owner, such approval may not be unreasonably withheld.

D. The Construction Manager shall perform the Work in strict accordance with the Contract Documents. This obligation shall be absolute. The Construction Manager shall not be relieved of the obligation to perform the Work in accordance with the Contract Documents by the activities, tests, inspections or approvals of the Owner.

1. The Construction Manager shall perform the Work in compliance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Construction Manager performs Work contrary to applicable laws, statutes, ordinances, codes, rules and regulations, and lawful orders of public authorities, the Construction Manager shall assume responsibility for such Work and shall bear the costs attributable to correction.

2. Neither the Construction Manager nor any Subcontractor, Consultant, Engineer, Architect or Designer shall be obligated to perform any act which they believe will violate any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities. If the Construction Manager determines that implementation of any instruction received from the Owner, including those from the Designer, would cause a violation of any applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, the Construction Manager shall notify the Owner and the Designer in writing. Upon verification by the Owner that a change to the Construction Documents is required to remedy the violation, the Owner and the Construction Manager shall execute a Modification in accordance with Article 4.

E. The Construction Manager shall be responsible to the Owner for acts and omissions of the Construction Manager's employees, Consultants, Subcontractors, and their agents and employees, and other persons or entities performing portions of the Work.

F. If part of the Work requires design, engineering, or other professional services of the Construction Manager or its consultants, or when applicable law requires that services be performed by licensed professionals, the Construction Manager shall provide those services through qualified, licensed professionals in accordance with the Texas Occupations Code and all applicable legal standards of care applicable to design professionals.

G. The Owner and Construction Manager may agree, in consultation with the Engineer, for the Construction Phase to commence prior to completion of the Preconstruction Phase, in which case, both phases will proceed concurrently. The Construction Manager shall identify a representative authorized to act on behalf of the Construction Manager with respect to the Project.

H. *Prevailing Wage Rates*
Construction Manager and any subcontractor shall pay not less than the general prevailing wage rates contained herein in Exhibit 1, to all laborers, workmen and mechanics employed by them in the execution of this contract in accordance with the General Conditions.

I. *Apprenticeship Program*
Construction Manager and any subcontractor shall also comply with the Owner's Apprenticeship Program attached and incorporated to this Agreement herein in Exhibit 2.

2.03 Preconstruction Phase

A. The Construction Manager shall provide a preliminary evaluation of the Owner's program, schedule and construction budget requirements, each in terms of the other.

B. The Construction Manager shall schedule and conduct regular meetings with the Designer and Owner to discuss such matters as procedures, progress, coordination, budget, and scheduling of the Work. The Construction Manager shall advise the Owner on proposed site use and improvements, selection of materials, and systems and equipment. The Construction Manager shall also provide the Owner with recommendations, consistent with the Project requirements, on constructability; availability of materials and labor; time requirements for procurement, installation and construction; and factors related to construction cost including, but not limited to, costs of alternative designs or materials, preliminary budgets, cost effective schedule, life-cycle data, and possible cost reductions.

C. During the Preconstruction Phase the Construction Manager shall review the Contract Documents to ascertain whether the components of the Project and its systems may be constructed without interference with each other or other elements and components of the Project. In the event conflicts between such systems are discovered, the Construction Manager shall promptly notify the Owner and the Engineer in writing. Failure to so notify will result in a waiver of any claims for additional time or compensation by the Construction Manager to the extent such interference impacts the Project during the construction phase. Further, any claims by the Construction Manager associated with conflicts of the systems addressed in this Section during the construction phase are waived if such conflicts could have been discovered through careful examination of the Contract Documents. The Construction Manager to be capable of using building information modeling.

D. When Owner's Project requirements have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project Schedule for the Engineer's review and the Owner's acceptance. The Construction Manager shall coordinate and integrate into the Project Schedule the services of the Engineer, the Construction Manager, the Owner and any other governmental entities having jurisdiction over the Project. As the design proceeds, the Construction Manager shall update the Project Schedule to indicate proposed activity sequencing and duration, milestones, phases of the Work, issuance of construction documents, preparation and review of submittals, delivery of materials, construction, and substantial and final completion. In preparing the Project Schedule, the Construction Manager should provide notice to the Engineer and the Owner's upon the identification of items that could affect the Project's timely completion.

E. When Owner's Project requirements have been sufficiently identified, the Construction Manager shall prepare and periodically update a Project Schedule for the Engineer's review and the Owner's acceptance. The Construction Manager shall coordinate and integrate into the Project Schedule the services of the Engineer, the Construction Manager, the Owner and any other governmental entities having jurisdiction over the Project. As the design proceeds, the Construction Manager shall update the Project Schedule to indicate proposed activity sequencing and duration, milestones, phases of the Work, issuance of construction documents, preparation and review of submittals, delivery of materials, construction, and substantial and final completion. In preparing the Project Schedule, the Construction

Manager should provide notice to the Engineer and the Owner's upon the identification of items that could affect the Project's timely completion.

2.04 Preliminary Cost Estimates

A. Based on the preliminary design and other design criteria prepared by the Designer, the Construction Manager shall prepare preliminary estimates of the Cost of the Work or the cost of program requirements using area, volume or similar conceptual estimating techniques for the Owner's and Designer's review and Owner's approval. Construction Manager to provide alternative materials and systems, the Construction Manager shall provide cost evaluations of those alternative materials and systems. Construction Manager to ensure alternative materials and systems to be full and operating systems.

B. At the completion of the Schematic Design, Design Development and Construction Documents, and upon written notice of such phase completion by the Engineer to the Construction Manager and the Owner, the Construction Manager shall prepare and update estimates of the Cost of the Work of increasing detail and refinement and allowing for the further development of the design until such time as the Owner and Construction Manager agree on a Guaranteed Maximum Price for the Work. Such estimates shall be provided for the Owner's and Engineer's review and the Owner's approval. The Construction Manager shall inform the Owner and Engineer when estimates of the Cost of the Work exceed the latest approved Project budget and make recommendations for corrective action to reduce costs and maintain the Project budget.

2.05 Guaranteed Maximum Price Proposal

A. When the Construction Drawings and Specifications are sixty percent (60%) complete, upon receipt of notice from the Engineer so indicating, the Construction Manager shall prepare a Guaranteed Maximum Price proposal for the Owner's review and acceptance. The Guaranteed Maximum Price in the proposal shall be the sum of the Construction Manager's estimate of the Cost of the Work, including contingencies described in the Contract Documents, and the Construction Manager's Fee. The Guaranteed Maximum Price proposal shall be submitted to the Owner no later than fifteen (15) days after the sixty percent (60%) completion notice. The Construction Manager's Guaranteed Maximum Price Proposal shall include the following:

1. A list of the Drawings, Specifications, including all Addenda thereto, and other information, including the Construction Manager's clarifications and assumptions, upon which the Construction Manager's GMP Proposal is based;
2. The proposed Contract Price, including the compensation method and, if based upon the Cost of the Work plus a fee, a written statement of estimated cost organized by trade categories, allowances, contingencies, Construction Manager's Fee, and other items that comprise the Contract Price;
3. The proposed date the Construction Manager shall achieve Substantial Completion;
4. An enumeration of any qualifications and exclusions, if applicable;
5. A list of the Construction Manager's key personnel;
6. The date on which the Construction Manager's Proposal expires (not less than 60 days), before such time that the Construction Manager may revise proposed pricing;
7. A statement that the proposed Guaranteed Maximum Price is not based in any part on any subcontract or material supply contract which would require the Owner to compensate the Construction Manager on other than a fixed fee basis; and
8. If Owner requests, Construction Manager shall make available for inspection the documents and information that form the basis of the Guaranteed Maximum Price proposal.

B. Submission of the Construction Manager's GMP Proposal shall constitute a representation by the Construction Manager that it has visited the site, evaluated the conditions and features of the site, made determinations relevant to construction relating to such evaluations, and become familiar with local

conditions under which the Work is to be completed.

C. If the Owner and Construction Manager agree on a proposal, the Owner and Construction Manager shall execute the Guaranteed Maximum Price Amendment setting forth the terms of their agreement.

D. To the extent that the Drawings and Specifications are anticipated to require further development by the Designer, the Construction Manager shall provide in the Guaranteed Maximum Price for such further development consistent with the Contract Documents and reasonably inferable therefrom. The Construction Manager and Owner may put in place allowance for such further development of the Contract Documents. Such further development does not include such things as changes in scope, systems, kinds and quality of materials, finishes or equipment, all of which, if required, shall be incorporated by Change Order.

ARTICLE 3 - WORK FOLLOWING EXECUTION OF THE GUARANTEED MAXIMUM PRICE AMENDMENT

3.01 General

Unless otherwise specified herein, all work performed pursuant to this Article shall be governed in accordance with the General Conditions.

3.02 Construction

A. **Commencement.** Except as otherwise permitted in this Section, construction shall not commence prior to execution of the Guaranteed Maximum Price Amendment.

B. If the Owner and Construction Manager agree in writing, construction may proceed prior to the execution of the Guaranteed Maximum Price Amendment. However, such authorization shall not waive the Owner's right to reject the Construction Manager's GMP Proposal.

3.03 Concerning Subcontractors, Suppliers, and Others

A. The Construction Manager shall develop bidders' interest in the Project and may prequalify bidders. Any prequalification or award of subcontracts must conform with this Article 3, the General Conditions, and chapter 2269 of the Texas Government Code.

B. All portions of the Work, other than minor work, shall be performed by trade contractors, subcontractors, or self-performed by the Construction Manager. For each major scope of work, the performing contractor shall be selected using competitive bids or competitive sealed proposals pursuant to chapter 2269 of the Texas Government Code. The Construction Manager shall include specific notices of the following statutory requirements in the information to bidders:

1. The successful bidder's responsibility to provide workers' compensation insurance in accordance with chapter 406 of the Texas Labor Code;

2. The successful bidder's responsibility to pay prevailing wages pursuant to chapter 2258 of the Texas Government Code Chapter 2258; and

3. A notice of the sales tax exemption for the project and the procedure for obtaining any required exemption verification or certificates.

C. The information required with publication in Section 3.03.B is not exclusive. The Construction Manager may include other information in such notices at its discretion or as may be required by law.

D. On all portions of the Work for which the Construction Manager does not submit a bid or proposal, the Construction Manager and the Owner shall receive and open all bids or proposals in a manner compliant with chapter 2269 of the Texas Government Code. On any portion of the Work for which the Construction Manager submits a bid or proposal to self-perform, the Owner shall receive and open the bids or proposals, in accordance with chapter 2269 of the Texas Government Code. After opening the bids or proposals, the Owner may meet with the Construction Manager to evaluate and rank the bidders or offerors. All bids or proposals shall be made public within seven (7) days after the date of final selection.

E. The Construction Manager shall prepare, for the Owner's and Owner's Engineer's review and the Owner's acceptance, a procurement schedule for items that must be ordered well in advance of construction. The Construction Manager shall expedite and coordinate the ordering and delivery of materials that must be ordered well in advance of construction. If the Owner agrees to procure any items prior to the establishment of the Guaranteed Maximum Price, the Owner shall procure the items on terms and conditions acceptable to the Construction Manager. Upon the establishment of the Guaranteed Maximum Price, the Owner shall assign all contracts for these items to the Construction Manager and the Construction Manager shall thereafter accept responsibility for them.

3.04 Consultation and Scheduling

A. The Construction Manager shall schedule and conduct progress meetings with the Owner, on a weekly basis, to review matters such as procedures, progress in construction, coordination, and scheduling of the Work.

B. Progress Reports

1. The Construction Manager shall keep the Owner informed of the progress and quality of the Work. On a monthly basis, or otherwise as agreed to by the Owner and Construction Manager, the Construction Manager shall submit written progress reports to the Owner, showing estimated percentages of completion and other information identified below:

a. Work completed for the period;
b. Project schedule status;
c. Submittal schedule and status report, including a summary of outstanding Submittals;
d. Responses to requests for information to be provided by the Owner;
e. Approved Change Orders and Change Directives;
f. Pending Change Order and Change Directive status reports;
g. Tests and inspection reports as provided by owner and or related to the project ;
h. Status report of Work rejected by the Owner;
i. Status of Claims previously submitted in accordance with Article 14;
j. Cumulative total of the Cost of the Work to date including the Construction Manager's compensation and Reimbursable Expenses, if any;
k. Current Project cash-flow and forecast reports; and
l. Additional information as agreed to by the Owner and Construction Manager.
m. Financial reports to include allowances and contingencies.

2. In addition, where the Contract Price is the Cost of the Work, the Construction Manager shall include the following additional information in its progress reports:

a. Construction Manager's work force report;
b. Equipment utilization report; and
c. Cost summary, comparing actual costs to updated cost estimates.

3. The Construction Manager shall perform the Work in general accordance with the most recent schedules submitted to the Owner. The schedule shall be updated regularly and in advance of periodic Project meetings with the Owner and Owner's Engineer. Such schedules shall be posted at the Project meetings in a convenient location for review and approval by the Owner.

4. The Construction Manager shall exercise reasonable care in preparing schedules and estimates. The Construction Manager, however, does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The Construction Manager is not required to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities, but the Construction Manager shall promptly report to the Engineer and Owner any nonconformity discovered by or made known to the Construction Manager as a request for information in such form as the Engineer may require. Any failure by Construction Manager to report known deviations or noncompliance will result in a waiver of any associated claims by the Construction Manager and shall require the Construction Manager to indemnify and hold the Owner harmless for any costs associated with the Construction Manager's failure in this regard.

3.05 Certifications

If applicable and upon the Owner's written request, the Construction Manager shall obtain from its Consultants and Subcontractors, and furnish to the Owner, certifications with respect to the documents and services provided by Construction Manager's Consultants and Subcontractors (a) that, to the best of their knowledge, information and belief, the documents or services to which the certifications relate (i) are consistent with the Contract Documents, except to the extent specifically identified in the certificate, and (ii) comply with applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of public authorities governing the design of the Project; and (b) that the Owner and Owner's Engineer shall be entitled to rely upon the accuracy of the representations and statements contained in the certifications.

3.06 Construction Manager's Submittals

A. Prior to submission of any Submittals, the Construction Manager shall prepare a Submittal schedule, and shall submit the schedule for the Owner's and Designer's approval. The Owner's approval shall not unreasonably be delayed or withheld. The Submittal schedule shall (1) be coordinated with the Engineer's schedule provided in this Section, (2) allow the Owner and Designer reasonable time to review Submittals, and (3) be periodically updated to reflect the progress of the Work. If the Construction Manager fails to submit a Submittal schedule, the Construction Manager shall not be entitled to any increase in Contract Price or extension of Contract Time based on the time required for review of Submittals.

B. By providing Submittals the Construction Manager represents to the Owner that it has (1) reviewed and approved them, (2) determined and verified materials, field measurements and field construction criteria related thereto, and (3) checked and coordinated the information contained within such Submittals with the requirements of the Work and of the Contract Documents.

C. The Construction Manager shall perform no portion of the Work for which the Contract Documents require Submittals until the Owner and Designer's have approved the respective Submittal.

D. The Work shall be in accordance with approved Submittals. Work done in compliance of an approved Submittal does not relieve the Construction Manager of its responsibility to perform the Work consistent with the requirements of the Contract Documents and the design intent if the Work subject to an approved Submittal fails or is deemed defective by the Owner or Owner's Engineer. The Work may deviate from the Contract Documents only if the Construction Manager has notified the Owner and Owner's Engineer in writing of a deviation from the Contract Documents at the time of the Submittal and a Modification is executed authorizing the identified deviation. The Construction Manager shall not be relieved of responsibility for errors or omissions in Submittals or by the Owner's or Designer's approval of the Submittals.

E. Any professional design services or certifications to be provided by the Construction Manager, including all drawings, calculations, specifications, certifications, shop drawings and other Submittals, shall contain the signature and seal of the licensed design professional preparing them. Submittals related to the Work designed or certified by the licensed design professionals, if prepared by others, shall bear the licensed design professional's written approval. The Owner and Owner's Engineer shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications or approvals performed by such design professionals.

ARTICLE 4 - CHANGES IN THE WORK

4.01 *General*

A Change Order or Change Directive may accomplish a change or Modification in the Work after execution of the Contract, and without invalidating the Contract, subject to the limitations stated in the General Conditions. No change in the Work, whether by way of alteration or addition to the Work, shall be the basis of an addition to the Guaranteed Maximum Price or a change in the Contract Time unless and until such alteration or addition has been authorized by a Change Order executed and issued in accordance with and in strict compliance with the requirements of the Contract Documents. This requirement is of the essence of the Contract Documents. Accordingly, no course of conduct or dealings between the parties, nor express or implied acceptance of

alterations or additions to the Work, and no claim that the Owner has been unjustly enriched by any alteration or addition to the Work, whether or not there is in fact any such unjust enrichment, shall be the basis for any claim to an increase in the Guaranteed Maximum Price or change in the Contract Time.

ARTICLE 5 - OWNER'S RESPONSIBILITIES

5.01 *General*

The Owner's responsibilities shall be governed in accordance with the General Conditions.

ARTICLE 6- CONTRACT TIME AND COMPLETION

6.01 General

The Construction Manager's obligations with respect to the Contract Time shall be governed in accordance with the General Conditions, unless otherwise stated in this Article.

A. Time limits stated in the Contract Documents are of the essence of the Contract. In all aspects of the Work, time is of the essence of the Contract. Additionally, time limits stated in the Project Schedule are of the essence. By executing the Guaranteed Maximum Price Amendment the Construction Manager confirms that the Contract Time is a reasonable period for performing the Work.

B. The Construction Manager shall not, except by agreement of the Owner in writing, commence the Work prior to the effective date of insurance, other than property insurance, required by this Contract. The Contract Time shall not be adjusted as a result of the Construction Manager's failure to obtain insurance required under this Contract.

C. The Construction Manager shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

D. The date of commencement of the Work shall be stated in a Notice to Proceed issued by the Owner. The date of commencement, as that term is used in the Contract Documents, shall mean the commencement of the Construction Phase which will be evidenced by the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal or the Owner's issuance of a Notice to Proceed, whichever occurs earlier.

E. The Contract Time shall be measured from the date of commencement.

F. ***Substantial Completion.*** The Construction Manager shall achieve Substantial Completion of the entire Work not later than **TBD** calendar days from the date of commencement, subject to and adjustments of this Contract Time as provided in the Contract Documents and Changer Orders modifying and extending this Agreement. It is specifically understood and agreed to by and between Owner and Construction Manager that time is of the essence in the substantial completion of the Work, and that failure to substantially complete the Work within the designated period, or as it may be extended, shall be construed as a breach of this Agreement.

G. *Final Completion.* The Construction Manager shall achieve Final Completion of the entire Work not later than **TBD** calendar days from the date of commencement, subject to and adjustments of this Contract Time as provided in the Contract Documents and Changer Orders modifying and extending this Agreement. It is specifically understood and agreed to by and between Owner and Construction Manager that time is of the essence in the substantial completion of the Work, and that failure to substantially complete the Work within the designated period, or as it may be extended, shall be construed as a breach of this Agreement.

6.02 *Delays and Extensions of Time:* Unless otherwise set forth in this Section, Project delays shall be governed in accordance with the General Conditions.

A. Claims relating to time shall be made in accordance with applicable provisions of Article 12 of the General Conditions.

B. This Section 6.02 does not preclude recovery of damages for delay by Owner under other provisions of the Contract Documents.

C. The Construction Manager shall receive no financial compensation for delay or hindrance of the Work. In no event shall the Owner be liable to the Construction Manager for any damages arising out of or associated with any delay or hindrance to the Work, regardless of the source of the delay or hindrance. The Construction Manager's sole remedy for delay or hindrance shall be an extension of time, provided the delay must be beyond the control and without the fault of negligence of the Construction Manager.

E. The procedure for the determination of time extensions for unusually severe weather. In order for the Owner to award a time extension under this clause, the following conditions must be satisfied.

1. The weather experienced at the Project site during the Contract period must be found to be unusually severe, that is, more severe than the adverse weather anticipated for the Project location during any given month.

2. The unusually severe weather must actually cause a delay to the completion of the Project.

F. The following schedule of monthly anticipated adverse weather delays is based on National Oceanic and Atmospheric Administration (NOAA) or similar data for the Project location and will constitute the base line for monthly weather time evaluations. The Construction Manager's activity durations provided in the progress schedule must reflect these anticipated adverse weather delays in all weather dependent activities.

MONTHLY ANTICIPATED ADVERSE WEATHER DELAY
WORK DAYS BASED ON FIVE (5) DAY WORK WEEK

JAN	FEB	MAR	APR	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC
(1)	(3)	(0)	(1)	(1)	(2)	(0)	(8)	(5)	(1)	(1)	(2)

G. For the duration of the Contract, the Construction Manager shall maintain in its daily reports an accurate and contemporaneous record of the occurrence of adverse weather and resultant impact to normally scheduled Work. Delay from adverse weather unless Work on the overall Project's critical activities is prevented for 50 percent or more of the Construction Manager's scheduled work day. The number of actual adverse weather days shall be calculated monthly. If the number of actual adverse weather delay days in a month exceed the number of days for that month as referenced above, the Owner upon notification by the Construction Manager, will convert any qualifying delays to calendar days, giving full consideration for equivalent fair weather work days, and a modification shall be issued in accordance with the Contract.

H. Liquidated Damages

The Construction Manager acknowledges and recognizes that the Owner is entitled to full and beneficial occupancy and use of the completed work following expiration of the Contract Time. The Construction Manager further acknowledges and agrees that, if the Construction Manager fails to substantially, or cause the Substantial Completion of any portion of the Work within the Contract time, the Owner will sustain actual damages as a result of such failure. The exact amount of such damages will be difficult to ascertain. Therefore, the Owner and Construction Manager agree that, if the Construction Manager shall neglect, fail, or refuse to achieve substantial completion of the Work by the Substantial Completion date, subject to proper extension granted by the Owner, then the Construction Manager agrees to pay the Owner as liquidated damages ("Liquidated Damages"), not as a penalty, for the damages that would

be suffered by Owner as a result of delay the sum of:

- **TBD** and no/00 dollars for each consecutive calendar day after the date of Substantial Completion in which the Work is not completed.
- **TBD** and no/00 dollars for each consecutive calendar day after the date of Final Completion in which the Work is not completed.

ARTICLE 7 – CONTRACT PRICE

7.01 General

Owner shall pay Construction Manager in accordance with the General Conditions a Contract Price equal to Construction Manager's Fee (as defined in this Article) plus the Cost of the Work (as defined in this Article), subject to the GMP established in Section 7.05 hereof and any adjustments made in accordance with the General Conditions.

7.02 Construction Manager's Fee

A. Construction Manager's Fee shall be **TBD**% of the Cost of the Work as defined in Section 7.03, and as adjusted in accordance with Section 7.02.B below, and less any applicable discounts, rebates, refunds and other amounts received from the sale of surplus materials and equipment. Such Fee shall not be earned with respect to Construction Manager's in-house personnel. Soft Costs and travelling and lodging expenses and bonding and insurance cost as set forth in the Proposal of Construction Manager attached hereto. Such Soft Costs include (i) project manager, (ii) accounting personnel and services, (iii) construction supervisor, (iv) travel and out-of-office living expenses, including airfare, lodging, food, ground transportation, (v) administrative or overhead costs and expenses related to insurance and bonding not specifically by the Contract Documents.

B. Construction Manager's Fee will be adjusted as follows for any Change Orders approved by Owner:

1. For additive Change Orders, including additive Change Orders arising from both additive and deductive items, it is agreed that Construction Manager shall receive a Fee of **TBD** percent (%) of the additional Costs of the Work incurred for that Change Order, exclusive of Construction Manager's Soft Costs as defined in Section 7.02.A.

2. For deductive Change Orders, including deductive Change Orders arising from both additive and deductive items, Construction Manager shall receive no fee on that portion of the Cost of Work that is eliminated by any deductive Change Order.

C. Amounts due for self-performed work shall include in The Cost of the Work a lump-sum cost for work competitively bid and awarded in accordance with the terms of this Agreement. For such scopes, the Construction Manager may not exceed five percent (5%) overhead and five percent (5%) profit in the lump sum amount.

D. For any self-performance of minor work that is not subject to competitive bidding, Section 7.03 will control.

7.03 Cost of the Work

The term Cost of the Work shall mean costs reasonably incurred by Construction Manager in the proper performance of the Work. The Cost of the Work shall include only the following:

A. Fees for direct employees of Construction Manager performing the Work at the Site or, with Owner's agreement, at locations off the Site, calculated at the prevailing rates for such personnel.

B. Fees for Construction Manager's supervisory and administrative personnel engaged in the performance of the Work and who are located at the Site or working off-Site to assist in the production or transportation of material and equipment necessary for the Work at the prevailing rates for such

personnel.

C. Fees for Construction Manager's personnel stationed at Construction Manager's principal offices, but only to the extent said personnel are identified and compensated in accordance with the prevailing rates for such personnel.

D. The reasonable portion of the cost of travel, accommodations and meals for Construction Manager's personnel necessarily and directly incurred in connection with the performance of the Work.

E. Payments properly made by Construction Manager to Subcontractors for performance of portions of the Work, including any insurance and bond premiums incurred by Subcontractors.

F. Costs, including transportation, inspection, testing, storage and handling, of materials, equipment and supplies incorporated or reasonably used in completing the Work.

G. Costs less salvage value of materials, supplies, temporary facilities, machinery, equipment and hand tools not customarily owned by the workers that are not fully consumed in the performance of the Work and which remain the property of Construction Manager, including the costs of transporting, inspecting, testing, handling, installing, maintaining, dismantling and removing such items. Costs for items not fully consumed by the Construction Manager shall mean fair market value. The actual cost of such excess materials as was originally billed to Owner shall be credited to the Owner as a deduction from the Cost of the Work.

H. Costs of removal of debris and waste from the Site.

I. The reasonable costs and expenses incurred in establishing, operating and demobilizing the Site office, including the cost of facsimile transmissions, long-distance telephone calls, postage and express delivery charges, telephone service, photocopying and reasonable petty cash expenses.

J. Rental charges and the costs of transportation, installation, minor repairs and replacements, dismantling and removal of temporary facilities, machinery, equipment and hand tools not customarily owned by the workers, which are provided by Construction Manager at the Site, whether rented from Construction Manager or others, and incurred in the performance of the Work. The total rental cost of any Construction Manager-owned item may not exceed the purchase price of any comparable item. Rates of Construction Manager-owned equipment and quantities of equipment shall be subject to the Owner's prior approval.

K. Premiums for insurance and bonds required by this Agreement or the performance of the Work.

L. All fuel and utility costs incurred in the performance of the Work.

M. Sales, use or similar taxes, tariffs or duties incurred in the performance of the Work. Provided that if the Owner is exempt from such taxes and provides a tax exemption certificate or certificates to Construction Manager that effect, no such taxes shall apply. The Construction Manager shall use that certificate to exempt any purchases made for the Work from otherwise applicable taxes. As such, the Construction Manager shall not include in the Guaranteed Maximum Price any sales, consumer, use and similar taxes for the Work provided by the Construction Manager which are exempted because of the Owner's tax exempt status. Subject to the above terms, the Construction Manager shall pay sales, consumer, use and similar taxes that are legally enacted, whether yet effective, at the time the Guaranteed Maximum Price Amendment is executed.

N. Costs for permits, royalties, licenses, tests and inspections incurred by Construction Manager as a requirement of the Contract Documents.

O. Deposits which are lost, except to the extent caused by Construction Manager's negligence or default under this Agreement.

P. Costs incurred in preventing damage, injury or loss in case of an emergency affecting the safety of persons and property, except to the extent caused by Construction Manager or anyone performing Work on its behalf.

R. Accounting and data processing costs related to the Work.

S. Other costs reasonably and properly incurred in the performance of the Work to the extent approved in writing by Owner.

T. Costs incurred by Construction Manager to provide the payment and performance bonds, warranties and guarantees with respect to the Work as provided herein.

U. Costs paid or incurred by the Construction Manager for payroll taxes, and insurance, provided such costs are based on wages and salaries included in the Cost of the Work under Section 7.03, and provided that such costs are directly attributable to work performed on this Project only and provided further that such costs do not exceed twenty-five percent (25%) of such wages and salaries.

V. Fees of laboratories for tests required by the Contract Documents, except those related to defective or nonconforming Work for which reimbursement is excluded by Section 14.03 of the General Conditions or by other provisions of the Contract Documents, and which do not fall within the scope of Section 7.03.

7.04 *Non-Reimbursable Costs* The following shall be excluded from the Cost of the Work:

A. Compensation for Construction Manager's personnel stationed at Construction Manager's principal or branch offices, except as provided for in Sections 7.03.A, 7.03.B and 7.03.C hereof.

B. Overhead and general expenses, except as provided for in Section 7.03 hereof, or which may be recoverable for changes to the Work.

C. The cost of Construction Manager's capital used in the performance of the Work.

D. If the parties have agreed on a GMP, costs that would cause the GMP, as adjusted in accordance with the Contract Documents, to be exceeded.

E. Any and all costs incurred by Construction Manager, including but not limited to costs for project management and costs to comply with the General Conditions, to the extent that such costs would cause the GMP to be exceeded.

F. Costs for services incurred during the Preconstruction Phase.

G. Construction Manager's fee of (TBD % on all self-performed scopes of work competitively bid and awarded to the Construction Manager.

7.05 The Guaranteed Maximum Price ("GMP")

A. GMP Established Upon Execution of this Agreement

Construction Manager guarantees that the total charge to Owner for completion of all Work shall not exceed the GMP of **TBD Dollars** (**$**_____). **Construction Manager agrees that it will be responsible for paying or absorbing all costs of completing the Work which exceed the GMP, as said GMP may be adjusted in accordance with the Contract Documents, including but not**

limited to the markups for Change Orders set forth herein.

B. It is the intent of the parties that the GMP will be increased or decreased by any additive or deductive Change Orders that change the scope of the Work with commensurate changes to the Cost of Work in accordance with Article 4.

C. In the event of any "buy out" transactions, agreements by the Construction Manager with a subcontractor for the subcontractor's cost of its portion of the Work, then such savings shall be shared with the Owner in the following percentages: 50% to Owner, 50% to Construction Manager. Said savings shall be memorialized by appropriate change order. Documentation regarding such "buy out" transactions/agreements shall be subject to the Owner's audit and inspection rights set forth in the General Conditions. To qualify as a "buy out" under this provision, the savings must result from a negotiated price with an existing Construction Manager's subcontractor that lowers the cost of its portion of the Work.

ARTICLE 8 - COMPENSATION AND PROGRESS PAYMENTS

8.01 General

Payments to Construction Manager are governed in accordance with this Article and the General Conditions.

A. Construction Manager shall submit to Owner on the twenty fifth (25th) day of each month, beginning with the first month after the Date of Commencement, Construction Manager's Application for Payment in accordance with the General Conditions.

B. Owner shall make payment within thirty (30) days after Owner's receipt of each properly submitted and accurate Application for Payment in accordance with the General Conditions, but in each case less the total of payments previously made, and less amounts properly withheld under the General Conditions.

C. If Construction Manager's Fee under Section 7.02.A hereof is a fixed amount, the amount of Construction Manager's Fee to be included in Construction Manager's monthly Application for Payment and paid by Owner shall be proportional to the percentage of the Work completed, less payments previously made on account of Construction Manager's Fee.

D. All payments to Construction Manager exclusive of those made directly by Owner to any vendor to Construction Manager will be made by electronic transfer to Construction Manager's bank account. Construction Manager shall promptly provide Owner with wire transfer instructions for the making of such wire transfers to Construction Manager's bank account.

8.02 Retainage on Progress Payments

Owner will retain five percent (5%) of each Application for Payment. Upon Substantial Completion of the Work, the retainage shall be reduced in accordance with the Guaranteed Maximum Price Amendment.

8.03 Interest

Timeliness and interest due or payments to the Construction Manager are subject to and controlled by Chapter 2251 of the Texas Government Code.

8.04 Compensation for Work Performed Prior To Execution of Guaranteed Maximum Price Amendment

A. Unless otherwise agreed, payments for Work performed prior to Execution of the Guaranteed Maximum Price Amendment shall be made monthly. For the Construction Manager's performance of Work prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall compensate the Construction Manager as follows:

B. Construction Manager shall be compensated an amount not to exceed **fifteen thousand dollars ($15,000.00)** for Preconstruction services provided prior to execution of the Guaranteed Maximum Price Amendment in accordance with Sections 7.02 and 8.05 herein. However, should this Agreement be terminated prior to the construction phase, Construction Manager shall be compensated in accordance with the General Conditions.

C. Compensation for Reimbursable Expenses Prior To Execution of Guaranteed Maximum Price Amendment

1. Reimbursable Expenses are in addition to compensation set forth in Section 8.04.A and 8.04.B and include expenses, directly related to the Project, incurred by the Construction Manager as follows:

a. Transportation and authorized out-of-town travel and subsistence;
b. Fees paid for securing approval of authorities having jurisdiction over the Project;
c. Postage, handling and delivery; and
d. Other Project-related expenditures, if authorized in advance by the Owner.

D. Payments to the Construction Manager Prior To Execution of Guaranteed Maximum Price Amendment.

1. Subject to the timeliness and interest provisions in the Government Code Chapter 2251, payments are due and payable to Construction Manager thirty-days following the certification of an application for payment by the Owner's Engineer.

2. Records of Reimbursable Expenses and services performed on the basis of hourly rates shall be provided to the Owner with each application for payment or invoice on which any charges for reimbursable expenses appears. Further, Construction Manager shall maintain, at its office, a complete record of all costs and accounting data generated in relation to Reimbursable Expenses and services performed for a period of five years following execution of the Guaranteed Maximum Price Amendment or termination of this Agreement, whichever occurs first. Upon request of Owner, and within a reasonable time following such request, Construction Manager will make available for inspection and duplication all records required to be maintained by this section or elsewhere in the Contract Documents.

E. If the Owner terminates the Contract after the commencement of the Construction Phase but prior to the execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager an amount calculated as follows, which amount shall be in addition to any compensation paid to the Construction Manager under Section 8.04.B:

1. Take the Cost of the Work incurred by the Construction Manager to the date of termination;
2. Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 7.02; and
3. Subtract the aggregate of previous payments made by the Owner for Construction Phase services.

8.05 Contract Price and Payment for Work Performed After Execution of Guaranteed Maximum Price Amendment

A. For the Construction Manager's performance of the Work after execution of the Guaranteed Maximum Price Amendment, the Owner shall pay to the Construction Manager the Contract Price in current funds as agreed Section 7.02 herein and in the Guaranteed Maximum Price Amendment. Notwithstanding any terms to the contrary, the provisions of this Article and the General Conditions shall control the obligations of the Parties with respect to payments made pursuant to the Contract Documents.

B. Should this Agreement be terminated after execution of the Guaranteed Maximum Price Amendment, Construction Manager shall be compensated in accordance with the terms contained in the General Conditions.

8.06 Construction Trust Funds

A. Construction Manager shall comply with the provisions of the Texas Trust Fund Act, Chapter 162 of the Texas Property Code. With respect to payments made by the Owner, such funds are considered Trust Funds and shall be safeguarded and used as represented by Construction Manager to pay any consultants and subcontractors that may be due payment pursuant to the schedule of values.

ARTICLE 9 - PAYMENT APPLICATIONS

9.01 After execution of the Guaranteed Maximum Price Amendment this Article shall be governed by the General Conditions unless specified otherwise herein. To the extent there is a conflict between the terms of this Agreement and the terms of the General Conditions, this Agreement shall prevail.

9.02 Contract Price
The Contract Price is stated in the Guaranteed Maximum Price Amendment.

9.03 Applications for Payment
Applications for Payment shall be governed in accordance with the General Conditions.

9.04 Progress Payments
Progress Payments shall be governed in accordance with the General Conditions.

A. After the Owner has issued a Certificate for Payment, the Owner shall make payment in the manner and within the time limits required by the General Conditions.

B. The Construction Manager shall pay each consultant, subcontractor, and other person or entity providing services or work for the Construction Manager no later than the time period required by the General Conditions.

9.05 Failure of Payment
Failure of payment by Owner within the time limits required by the General Conditions shall entitle the Construction Manager to the remedies contained in Article 16 of the General Conditions.

ARTICLE 10 - FINAL COMPLETION

10.01 Final completion shall be governed in accordance with the General Conditions, except as otherwise set forth in this Article.

A. Timely final completion is an essential condition of this contract. Construction Manager agrees to achieve final completion of the Work within 30 days of the designated or extended substantial completion date. The date of Substantial Completion shall be fixed by this Agreement, unless modified by Change Order, and memorialized by a Certificate of Substantial Completion as provided in the General Conditions.

ARTICLE 11 - OWNERSHIP OF WORK PRODUCT, COPYRIGHTS AND LICENSES

11.01 Ownership of work product, copyrights and licenses, if applicable, shall be governed in accordance with the General Conditions.

ARTICLE 12- CLAIMS AND DISPUTE RESOLUTION

12.01 General Claims and dispute resolution will be governed in accordance with the General Conditions.

12.02 *Mutual Waiver of Consequential Damages* - Excluding losses covered by insurance required by the Contract Documents, the Owner and Construction Manager agree to waive all claims against each other for any consequential damages that may arise out of or relate to this Agreement except for those specific items of damages excluded from this waiver as mutually agreed upon by the Parties and identified below. The Owner agrees to waive damages including but not limited to the Owner's loss of use of the Project, loss of reputation, or insolvency. The Construction Manager agrees to waive damages including but not limited to loss of business, loss of financing, principal office overhead and expenses, losses of profits not related to this Project, loss of bonding capacity, loss of reputation, or insolvency. To extent there is a conflict between the terms of this provision and the terms of the General Conditions, this provision shall prevail. The Owner's reasonable rental expenses incurred are excluded from this mutual waiver.

ARTICLE 13 - BONDS AND INSURANCE

13.01 Insurance

Construction Manager and Owner shall procure the insurance coverages set forth in the Insurance Exhibit 3 attached hereto and in accordance with Article 6 of the General Conditions.

13.02 Bonds and Other Performance Security

In accordance with Article 6 of the General Conditions and Texas Government Code chapter 2253, Construction Manager shall provide performance bond and labor and material payment bonds.

ARTICLE 14 - MISCELLANEOUS PROVISIONS

14.01 Governing Law

The Contract shall be governed by the law of the state of Texas.

14.02 Venue

This Agreement is entered into and performed in El Paso County, Texas, and the Construction Manager and the Owner agree that mandatory venue for any legal action related to this contract shall be in the District Courts of El Paso County, Texas.

14.03 Successors and Assigns

The Owner and Construction Manager, respectively, bind themselves, their partners, successors, assigns and legal representatives to the covenants, agreements and obligations contained in the Contract Documents. Neither party to the Contract shall assign the Contract in whole or in part without the express written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract and the attempted assignment shall be of no legal force or effect as to the other party.

14.04 Written Notice

Written notice shall be deemed to have been duly served if delivered in person to the individual, to a member of the firm or entity, or to an officer of the corporation for which it was intended; or if delivered at, or sent by registered or certified mail or by courier service providing proof of delivery to, the last business address known to the party giving notice. Written notice sent or transmitted by electronic mail or facsimile must be actually received to be considered delivered and to comply with notice requirements herein. Transmission alone by electronic mail or facsimile does not constitute delivery.

14.05 Rights and Remedies

A. Duties and obligations imposed by the Contract Documents, and rights and remedies available thereunder, shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

B. No action or failure to act by the Owner or Construction Manager shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

14.06 Interpretation

Unless otherwise stated in the Contract Documents, words which have well-known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

This Agreement is entered into as of the day and year written above ("The Date of Execution"):

OWNER

Dionne Mack, City Manager

By:_____
Title: _____

CONSTRUCTION MANAGER

Jordan Foster Construction, LLC

By:_____
Title: Ashok Kamath, Vice President

Exhibit 1 – Prevailing Wage Rates

NOTICE OF CLARIFICATION
PREVAILING WAGE RATES
"BUILDING," "HEAVY," AND/OR "HIGHWAY" CONSTRUCTION

2025-0397R El Paso Police & Fire Department Joint Headquarters

SOLICITATION No. 2025-0397R

Effective April 15, 2025, City Council passed a resolution adopting the City of El Paso Prevailing Wage Rates for "Building," "Highway" and "Heavy" construction in accordance with Chapter 2258.022(a)(1) of the Texas Government Code.

- **The City of El Paso Prevailing Wage Rates applicable to this project**

The Building wage decision will apply to all buildings including any construction which connects them.

The Heavy/Highway wage decision will apply beyond the five (5) foot perimeters of the building(s) to the parking lot and access ramps that lead away from the buildings.

*****APPRENTICES MAY BE REQUIRED FOR THIS PROJECT*****

CITY OF EL PASO, TEXAS

2024 Building Construction Trades Wage Rates

Job Classification	Base Rate	Fringe	Hourly Wage	Total 8 hr work day
Asbestos/Lead Abatement/Mold Remediation	$31.51	$12.06	$43.57	$348.56
Automatic Fire Sprinkler Fitter,Certified	36.15	23.88	60.03	480.24
Block, Brick, and Stone Mason	17.97	-	17.97	143.76
Caulker/Sealers	11.29	-	11.29	90.32
Carpenter	19.53	-	19.53	156.24
Carpenter/ All Other Work	17.16	1.88	19.04	152.32
Carpenters/ Acoustical Ceiling Installation	21.83	-	21.83	174.64
Cement and Concrete Finishers	19.13	-	19.13	153.04
Commercial Truck Driver	14.75	-	14.75	118.00
Communication/ Security Technician	16.50	2.12	18.62	148.96
Crane and Heavy Equipment Operator	32.85	13.10	45.95	367.60
Door & Hardware Specialist	12.00	1.35	13.35	106.80
Drywall and Ceiling Tile Installers	19.25	-	19.25	154.00
Drywall Finishers & Tapers	15.55	-	15.55	124.40
Electrician	25.50	7.92	33.42	267.36
Elevator Installers & Repairers	31.35	15.10	46.45	371.60
Fence Erectors - Include Skilled Labor	9.93	1.83	11.76	94.08
Floor Layers/Carpet and Resilient	12.87	-	12.87	102.96
Floor Layers - Specialty	13.00	-	13.00	104.00
Floor Layers-Wood	11.50	-	11.50	92.00
Fork Lift and Man Lift (boom and scissor)	14.83	-	14.83	118.64
Glaziers	15.86	1.00	16.86	134.88
Hazardous Materials Removal Workers	10.00	-	10.00	80.00
Heating, Air Conditioning and Refrigeration Service Technician	31.14	12.43	43.57	348.56
Insulation Workers/Mechanical	31.26	11.96	43.22	345.76
Irrigator- Landscape, Certified	15.28	-	15.28	122.24
Laborer (Common)	15.22	-	15.22	121.76
Locksmith	13.35	-	13.35	106.80
Mechanic	23.44	-	23.44	187.52
Painters	17.79	-	17.79	142.32
Paper Hanger	14.00	-	14.00	112.00
Pipe Fitters and Steamfitters	23.53	9.02	32.55	260.40
Pipe Layer	18.00	-	18.00	144.00
Applicator	22.36	-	22.36	178.88
Plumbers/ Medical Gas Installer	40.74	15.35	56.09	448.72
Reinforcing Iron and Rebar Workers	22.69	-	22.69	181.52
Roofers	16.00	-	16.00	128.00
Scaffolding Erector	19.08	-	19.08	152.64
Sheet Metal Workers	27.16	-	27.16	217.28
Structural Iron and Steel Workers/Metal Building Erector	25.57	13.24	38.81	310.48
Tile Setters	13.86	-	13.86	110.88
Welder	$16.89	$0.00	$16.89	$135.12

* Welder - Wage depends on craft perfomed, if welding is necessary.

April 1, 2025

CITY OF EL PASO, TEXAS

2024 Heavey and Highway Construction Trades Wage Rates

TX DOT Job ID	Job Classification	Base Rate	Fringe	Hourly Wage	Total 8 hr work day
1106	Asphalt Raker	17.81	-	17.81	142.48
1112	Batching Plant Operator, Asphalt	18.89	2.85	21.74	173.92
1115	Batching Plant Operator, Concrete	18.23	2.85	21.08	168.64
1124	Concrete Finisher, Paving and Structures	17.35	-	17.35	138.80
1139	Electrician	25.50	7.92	33.42	267.36
1143	Telecommunication Technician	17.76	-	17.76	142.08
1150	Flagger	15.00	-	15.00	120.00
1151	Form Builder, Setter, Structures	16.51	2.85	19.36	154.88
1160	Form Setter, Paving and Curb	12.26	-	12.26	98.08
1172	Laborer, Common	15.78	-	15.78	126.24
1175	Laborer, Utility	16.87	-	16.87	134.96
1187	Mechanic	28.39	-	28.39	227.12
1194	Servicer	13.44	-	13.44	107.52
1196	Painter, Structures	15.92	-	15.92	127.36
1205	Pipelayer	18.28	-	18.28	146.24
1214	Blaster	19.26	2.85	22.11	176.88
1300	Asphalt Distributor Operator	19.77	-	19.77	158.16
1303	Asphalt Paving Machine Operator	18.67	-	18.67	149.36
1305	Broom or Sweeper Operator	18.25	-	18.25	146.00
1315	Concrete Paving Curing, Float, Texturing Machine Operator	19.50	-	19.50	156.00
1318	Concrete Pavement Finishing Machine Operator	16.03	-	16.03	128.24
1344	Crane Operator, Hydraulic 80 tons or less	32.15	-	32.15	257.20
1345	Crane Operator, Hydraulic Over 80 tons	32.85	-	32.85	262.80
1346	Loader/Backhoe Operator	18.67	-	18.67	149.36
1347	Excavator Operator, 50,000 lbs or less	21.08	-	21.08	168.64
1363	Foundation Drill Operator, Truck Mounted	16.22	-	16.22	129.76
1369	Front End Loader Operator, 3 CY orLess	17.86	-	17.86	142.88
1372	Front End Loader Operator, Over 3CY	20.34	-	20.34	162.72
1380	Milling Machine Operator	18.56	-	18.56	148.48
1390	Motor Grader Operator, Fine Grade	20.29	-	20.29	162.32
1393	Motor Grader Operator, Rough	24.33	-	24.33	194.64
1402	Roller Operator, Asphalt	18.76	-	18.76	150.08
1411	Scraper Operator	11.12	-	11.12	88.96
1600	Truck Driver, Single Axle	17.09	-	17.09	136.72
1606	Truck Driver, Single or Tandem Axle Dump Truck	20.77	-	20.77	166.16
1607	Truck Driver, Tandem Axle Tractorwith Semi Trailer	21.58	-	21.58	172.64
1609	Truck Driver Lowboy - Flat	19.65	-	19.65	157.20
1612	Truck Driver Transit - Mix	21.65	-	21.65	173.20
1705	Structural Steel Welder	38.81	-	38.81	310.48
1706	Welder	21.85	-	21.85	174.80

*Welder - Wage depends on craft performed, if welding is necessary.

April 1, 2025

2024 BUILDING CONSTRUCTION DEFINITIONS

Asbestos/Lead Abatement/Mold Remediation
Assembles work platform and seals off work area, using plastic sheeting and duct tape. Positions mobile decontamination unit or portable showers at entrance of work area. Positions portable air evacuation and filtration system inside work area. Cuts and scrapes asbestos, mold or paint from surfaces, using knife and scraper. Assists in demolition and deconstruction activities of buildings. Shovels asbestos, mold or paint into plastic disposal bags and seals bags, using duct tape. Cleans work area of loose asbestos, mold or paint, using vacuum, broom, and dustpan. Places asbestos, mold or paint in disposal bags and seals bags, using duct tape, loads bags into truck. Cleans and maintains tools, sampling equipment and lab equipment. Responsible for keeping site and grounds clean and neat. Performs daily equipment checks. Picks up necessary supplies and tools from warehouse as directed. Loads and unloads scrap materials into trucks and roll off boxes. Performs work safely in accordance with departmental safety procedures and operates equipment safely. Reports any unsafe work condition or practice to supervisor. Performs other related and non-related duties as assigned.

Automatic Fire Sprinkler Fitter, Certified
Sprinkler Fitters specialize in piping associated with fire sprinkler systems. These types of systems are required to be installed and maintained in accordance with strict guidelines, usually National Fire Protection Association (NFPA) standards, in order to maintain compliance with building and fire codes. Sprinkler Fitters work with a variety of pipe and materials including: plastic, copper, steel, cast iron, and ductile iron. The fire suppression piping may contain: water, air, antifreeze, fire retardant foam, gas, or chemicals for hood systems. Sprinkler systems installed by Sprinkler Fitters can include but not limited: to underground supply, standpipes, fire pumps as well as overhead piping systems.

Block, Brick, and Stone Mason
Lay and bind building materials, such as: brick, structural tile, concrete block, cinder block, glass block, and terra-cotta block, with mortar and other substances to construct, or repair walls, partitions, arches, sewers, and other structures. Classify installers of mortarless segmental concrete masonry wall units. Constructs partitions, fences, walks, fireplaces, chimneys, smokestacks, et cetera using stone, marble, granite, slate. Cutting, grouting, and pointing of materials listed above which is necessary shall be part of this classification.

Carpenters – Acoustical Ceiling Installation
Construct, erect, install or repair acoustical ceiling grid, ceiling tile, and other items laid in acoustical grid.

Carpenter – Rough
Construct, erect, install, or repair structures and fixtures made of wood, such as concrete forms; building frameworks, including partitions, joists, studding, and rafters; wood stairways, window and door frames. May also install cabinets, and siding. Include brattice builders who build doors

or brattices (ventilation walls or partitions) in underground passageways to control the proper circulation of air through the passageways.

Carpenter – All Other Work
Construct, erect, install or repair cabinets and other fixtures or structures requiring a high level of workmanship. Includes Cabinetmakers and Bench Carpenters – cut, shape, and assemble wooden articles or set up and operate a variety of woodworking machines, such as power saws, jointers, and mortisers to surface, cut or shape lumber or to fabricate parts for wood products. Perform related duties such as trim work.

Caulker/Sealers
Applies water proofing agents or caulk to a variety of structures and materials.

Cement and Concrete Finishers
Smooth and finish surfaces of poured concrete, such as floors, walks, sidewalks, roads, or curbs using a variety of hand and power tools. Align forms for sidewalks, curbs, or gutters; patch voids; use saws to cut expansion joints. Classify installers of mortarless segmental concrete wall units.

Commercial Truck Driver
Drive a truck, van or tractor-trailer combination to transport and deliver goods, or materials in liquid, loose, or packaged form. May be required to unload truck.

Communication/Security Technician
Set-up, re-arrange, or remove switching and dialing equipment used in central offices. Service or repair telephones and other communication equipment on customers' property. May install equipment in new locations or install wiring and telephone jacks in buildings under construction. Install, program, maintain, and repair security and fire alarm wiring and equipment. Ensure that work is in accordance with relevant codes. Exclude "Electricians" who do a broad range of electrical wiring.

Crane and Heavy Equipment Operator
A worker who operates a crane or other types of heavy equipment to hoist and move materials, raise and lower heavy weights and perform other related operations. May be crawler type or rubber-tired. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

Door and Hardware Specialist
Installs or repairs doors, hardware and accessories. Are responsible for the installation of contract commercial hardware and custom architectural grade wood doors, steel doors and frames for all Prevailing Wage jobs. Shall be trained by their employer's, employer's apprenticeship, or in factory training classes in the proper methods and techniques and requirements for the installation of Architectural Grade commercial wood and metal doors, frames and hardware in conformance with all local, state, and federal code.

Drywall and Ceiling TileInstallers
Apply plasterboard, or other wallboard to ceilings, or interior walls of buildings. Apply or mount acoustical tiles or blocks, strips, or sheets of sound-absorbing materials to ceilings and walls of buildings to reduce or reflect sound. Materials may be of decorative quality. Includes metal stud framing. Exclude "Carpet Installers", "Carpenters – Acoustical Ceiling Installation", and "Tile and Marble Setters".

Drywall Finishers and Tapers
Seal joints between plasterboard or other wallboard, including bedding and texturing, to prepare wall surface for painting or papering.

Electrician
Plan and execute the layout and installation of electrical conduit, switch panels, buss bars, outlet boxes, electrical wires and cables, lighting standards, lighting fixtures, receptacles, switches, and other electrical devices and apparatus necessary for the complete electrical installation. To include the installation of cabling, wire, conduits and end devices for Temperature Control, Building Automation, and Energy Management Systems, et cetera. Includes installation of photovoltaic solar panels.

Elevator Installers and Repairers
Assemble, install, repair, or maintain electric or hydraulic freight or passenger conveyances including but not limited to elevators, escalators, dumbwaiters, moving walks and wheelchair lifts.

Fence Erectors - Include with Skilled Labor
Erect and repair metal and wooden fences and fence gates around highways, industrial establishments, residences, or farms, using hand and power tools. Excludes rock and stone fences.

Floor Layers – Carpet and Resilient
Apply blocks, strips, or sheets of shock-absorbing, sound-deadening, or decorative coverings to floors. Lay and install carpet from rolls, tiles or blocks on floors. Install padding and trim flooring materials. Installs variety of soft floor materials including vinyl and VCT. Exclude wood floors and specialty floors.

Floor Layers - Specialty
Prepares surface, installs and finishes specialty floor material such as manufactured or engineered and laminated wood.

Floor Layers - Wood
Install, scrape and sand wooden floors to smooth surfaces using floor scraper and floor sanding machine, and apply coats of finish to include gymnasium and bowling alleys.

Glaziers
Installs glass in windows skylights, store fronts and display cases, or on surfaces such as: building fronts, interior walls, ceilings and tabletops. The installation, setting, cutting, preparing, fabricating, distributing, handling or removal of the following: glass and glass substitutes used in place of glass, pre-glazed windows, retrofit window systems, mirrors, curtain wall systems, window wall systems, cable net systems, canopy systems, structural glazing systems, unitized systems, interior glazing systems, photovoltaic panels and systems, suspended glazing systems, louvers, skylights, entranceway systems including doors and hardware, revolving and automatic door systems, patio doors, store front systems including the installation of all metals, column covers, panels and panel systems, glass hand rail systems, decorative metals as part of the glazing system, and the sealing of all architectural metal and glass systems for weatherproofing and structural reasons, vinyl, molding, rubber, lead, sealants, silicone and all types of mastics in wood, iron, aluminum, sheet metal or vinyl sash, doors, frames, stone wall cases, show cases, book cases, sideboards, partitions and fixtures. Performs other related duties.

Heating, Air Conditioning and Refrigeration Service Technician
Repair and service heating, central air conditioning, or refrigeration systems, including oil burners, hot-air furnaces, heating stoves, and air handlers. (Installation of systems is performed by sheet metal worker). Includes HVAC mechanic.

Insulation Workers –Mechanical
This work includes the preparation, alteration, application, removal, hauling, erection, assembling, molding, spraying, pouring, mixing, hanging, adjusting, repairing, dismantling, reconditioning, maintenance, finishing, and/or weatherproofing of cold or hot thermal insulations with such materials as may be specified when those materials are to be installed for thermal purposes in voids, or to create voids, or on either piping, fittings, valves, boilers, ducts, flues, tanks, vats and equipment, or on any hot or cold surfaces for the purpose of thermal control or to be installed for sound control purposes mechanical devices, equipment, piping, surfaces related in an integral way to the insulation of such mechanical devices, equipment and piping. This work also includes all labor connected with insulation for; temperature control, personnel protection, safety and/or prevention of condensation. This work also includes all labor connected with hauling, distribution and cleanup of materials on the job premises. All thermal tape, pads, metered fittings (insulation, metal or plastic), batts and lags.

Irrigator- Landscape, Certified
Certified by TCEQ to install watering systems in various sizes and grades of lawn in order to maintain sufficient pressure and to insure even dispersal of water.

Laborer
Performs manual duties in all phases of construction. Demolition (interior and exterior), Flagging and Traffic Control, General Clean-Up, Air and PowerTool Operators (Including chipping guns, jackhammers and tampers), all material handling and clean-up, except refractory, chute/hose operator, raking, shoveling and vibrating, raking, shoveling, luting, ironing, dumping and

spreading, trenching, material handling, back filling (*Equipment Operators Incidental to Laborers' scope of work). Landscape or maintain grounds of property using equipment as needed. Workers typically perform a variety of tasks, which may include any combination of the following: sod laying, mowing, trimming, planting, watering, fertilizing, digging, raking, sprinkler repair, and installation of mortarless segmental concrete masonry wall units. Does not ordinarily perform work permitting exercise of independent judgment or without close direction by other workers.

Locksmith
Self-explanatory.

Mechanic
Maintains and repairs construction tools and equipment.

Painters - Building
Paint walls, equipment, buildings, bridges, and other structural surfaces, using brushes, rollers, and spray guns. May remove old paint to prepare surface prior to painting. May mix colors or oils to obtain desired color or consistency. Exclude "Paperhangers."

Paper Hanger
Measures, cuts, and hangs wallpaper and Fiber Reinforced Paneling.

Pipe Layer (Utility)
Installs concrete, clay, steel, ductile iron, plastic, corrugated pipe and any other type of pipe for storm drainage, water lines, gas lines and sanitary sewer lines. Lays underground communication and electrical ducts. May install and set electrical ground boxes, hand holes, manholes, inlets and other structures. Caulks joints, makes threaded and flanged connections. Installs valves and other accessories. Performs other related duties.

Pipe Fitters and Steamfitters
Assemble, install, alter, and repair pipelines or pipe systems that carry water, steam, air, or other liquids or gases. May install heating and cooling equipment and mechanical control systems. Includes pressurized lines and flow lines for gas, air, and oil found in industrial settings.

Plaster, Stucco, Lather, and EIFS Applicator
Apply interior or exterior plaster, stucco, or similar materials. May also set ornamental plaster. Applies acoustical plaster, interior and exterior plastering of stone imitation or any patented materials when cast. Molds and sets ornamental plaster and trim and runs ornamental plaster cornice and molding.

Plumbers/ Medical Gas Installer
Assemble, install, alter, and repair pipelines or pipe systems that carry water, steam, air, or other liquids or gases. May install heating and cooling equipment and mechanical control systems.

Assemble, install, alter, and repair pipelines or pipe systems that carry medical gases or liquids. Specialized training and certification required.

Reinforcing Iron and Rebar Workers
Position and secure steel bars or mesh in concrete forms in order to reinforce concrete. Includes post-tensioning. Use a variety of fasteners, rod-bending machines, blowtorches, and hand tools.

Roofers
Cover roofs of structures with shingles, tile, slate, asphalt, aluminum, wood, metal and related materials. May spray roofs, sidings, and walls with material to bind or seal sections of structures. Includes metal and membrane roofs.

Sheet Metal Workers
Fabricate, assemble, install, and repair sheet metal products and equipment, such as ducts, seal the system, pressure test and test and balance, control boxes, drainpipes, architectural sheet metal, hangers, brackets, used in the installation of sheet metal, and installs grills, registers, and furnace casings. Work may involve any of the following: setting-up and operating fabricating machines to cut, bend, and straighten sheet metal, operating soldering equipment to join sheet metal parts; inspecting, assembling, and smoothing seams and joints of burred surfaces, including metal flashings, gutters, canopies, soffit's, louvers, skylights and custom metal roofs. Installs warm air furnaces except where necessary piping for gas, or oil is performed under the plumbing and pipefitting classification. Include sheet metal duct installers who install prefabricated sheet metal ducts used for heating, air conditioning, or other purposes. Fire life safety, damper inspection, stairwell pressurization. May install other heating and cooling devices which are in connection with duct systems.

Structural Iron and Steel Workers/Metal Building Erector
Rigging, raise, place, and unite iron or steel, prefabricated metal buildings precast concrete, precast "tilt-up" panels, concrete and steel bridge members, concrete decking, ornamental iron, handrails, stairs, curtain wall/glass framework, girders, columns, beams, and other structural members to form completed structures or structural frameworks using hand tools, power tools, and hoisting equipment. Erects frame of building, using hoist. Bolts steel frame members together. Attaches wire and insulating materials to framework. Attaches sheet metal panels to framework including standing seam sheets. Installs and trims sheet metal on prefabricated metal buildings, using cutting torch, power saw, and tin snips. Rigging of heavy equipment, assembly and disassembly of cranes. May erect metal storage tanks. Exclude "Reinforcing Iron and Rebar Workers".

Tile Setters
Apply hard tile, terrazzo tile and veneer to walls, floors, and ceilings. Includes surface preparation as necessary.

Scaffolding Erector
Erection of a temporary elevated platform (both supported and suspended) and its supporting structure (including points of anchorage) to be used for supporting employees or material or both.

- Welder - Receives rate prescribed for craft performing operation to which welding is incidental.
- Fork Lift and Man Lift (boom and scissor) - Receives rate prescribed for craft performing operation to which operation of this equipment is incidental

1106 Asphalt Raker
Distributes asphaltic materials evenly over road surface by raking and brushing material to correct thickness; may control screed to regulate width and depth of materials; directs Laborers when to add or take away material to fill low spots or to reduce high spots.

1112 Batching Plant Operator, Asphalt
Operates a stationary or portable batching scale that weighs out asphaltic materials. Adjusts scales for required weight of the materials. Operates controls that admit materials separately from storage hoppers to weighing bins. Observes scales or indicators that show when proper amount of materials have been made. Discharges materials from weighing bin into truck or other carrier. May operate all equipment necessary to support batching operations. May oil, grease or otherwise service or make adjustments, including welding. May measure materials by weight. May perform quality control and assurance. Performs other related duties.

1115 Batching Plant Operator, Concrete
Operates a stationary or portable batching scale that weighs out concrete materials. Adjusts scales for required weight of the materials. Operates controls that admit materials separately from storage hoppers to weighing bins. Observes scales or indicators that show when proper amount of materials have been made. Discharges materials from concrete plant or pugmill into truck or other carrier or mixer. May operate all equipment necessary to support batching operations. May oil, grease or otherwise including welding. May measure materials by volume or weight. May perform quality control and assurance. Performs other related duties.

1124 Concrete Finisher, Paving and Structures
Finishes the exposed surfaces of fresh concrete paving, median barrier and every element of concrete structures to the final trowels. Operates bridge deck finishing machine. Forms and finishes edges and joints. Finishes concrete curbs and gutters. Finishes exposed surface of concrete after forms have been removed by patching imperfections with fresh concrete, rubbing surface with abrasive stone, and directing others in removing excess or defective concrete with power tools. Performs other related duties.

1139 Electrician
Plans and directs the layout of metal electrical conduit, installs wiring systems, switch panels, buss bars; works on overhead distribution systems and underground distribution systems. Performs other related duties.

1143 Telecommunications Technician
Installs and troubleshoots communication equipment including cabling for the transmission of communication circuits. Terminates and tests communication circuits including video, voice and data. Installs communication equipment in buildings, outdoor cabinets, and pole mounted installations. Installs, terminates, and tests optical fiber cables as well as copper communication cable carrying less than 50 volts AC. Performs other related duties.

1144 Communications Cable Installer
Installs communication cable under direction of telecommunication technician including optical fiber and cable carrying less than 50 volts AC. Operates equipment associated with cable installation. Performs other related duties.

1145 Traffic Signal/Light Pole Worker
Sets forms, reinforcing steel, anchor bolts and pours/finishes concrete for traffic signal and light pole foundations. Assembles, erects, and plumbs traffic signal and light pole structures by bolting and other means. Installs signal spans, signal heads, signal detection, and lights on equipment. Installs cabling and wiring in signal and light poles, on signal and light spans and underground raceway systems. Properly identifies and terminates cables and wiring to appropriate equipment. Installs signal controllers and service equipment. Tests and troubleshoots system for proper operation. Performs other related duties.

1150 Flagger
A worker who directs traffic in or around a construction site. May use signs or devices to direct traffic. May help assemble, position, and clean devices or equipment used to direct traffic. Must be able to effectively communicate with the public. May require certain level of training by TxDOT specifications. Performs other related duties.

1151 Form Builder/Setter, Structures
Works from plans to build, assemble, fit together, align, plumb, and set in place forms for molding concrete structures. Forms may be wood, steel, aluminum, fiberglass, or any other type of material. Checks forms while concrete is being placed. Directs others in stripping forms after concrete is placed. May install miscellaneous materials integral to concrete structures. May install precast concrete elements. Prepares for slipforming traffic rail and median barrier. May install permanent metal deck forms. May work with power tools. Performs other related duties.

1160 Form Setter, Paving and Curb
Fits together, aligns, and sets to grade metal and wooden forms for placement for concrete paving and curbs. Works with survey crew to set stringline for paving, curb and gutter and curb. Performs other related duties.

1172 Laborer, Common
A general term used on construction work covering many unskilled classifications requiring work of a physical nature. A laborer works with all crews doing everything from pick and shovel work to cleaning up lumber with hammer, shoveling and placing concrete, uses air tools, cleans concrete joints and fills joints with sealing compound from bucket or with hose and nozzle from a central source, applies coating of oil to inside face of forms, may help set and strip forms, unloads and transports reinforcing steel, cures newly poured concrete, helps lower pipe into ditch for pipelayers, builds fences, works with dirt crew keeping construction layout stakes out of the way of dirt-moving equipment. May fine grade excavation and ditches, shovels hot asphalt material. May use power tools and other necessary equipment in demolition work. Does not ordinarily perform work permitting exercise of independent judgment or without close direction by other workers. Usually, an entry level position as the first step to learn a skill. Performs other related duties.

1175 Laborer, Utility
Performs a variety of manual duties, usually working in a utility capacity by working on multiple projects and tasks where demands require workmen with varied experience and ability to work without close direction. Unloads and transports reinforcing steel. May occasionally place and tie reinforcing steel. Directs common laborers in pouring concrete. Erects shoring and bracing. Assists in installation of pipe. Installs, operates, maintains dewatering systems. May assist equipment operators in positioning machines, verifying grades, and signaling operators to dumping positions to maintain grades as directed. Uses power tools and air tools. May work as lead man in a labor crew. Installs and maintains erosion control. Is more or less a general utility construction worker. May be a second step in learning a skill. Performs other related duties.

1187 Mechanic
Assembles, sets up, adjusts and maintains and repairs all types of construction equipment and trucks. May perform the duties of a welder in repair of equipment. Performs other related duties.

1194 Servicer
Drives a truck which carries various fuels, oils, greases and filters. Must have knowledge of and is responsible for the correct oiling and greasing and changing of filters on equipment according to manufacturers' specifications. Uses compressed air grease guns, wrenches, and other tools. May make adjustments to clutches, brakes and other mechanical items. Keeps record of service for preventive maintenance records. May have laborer assisting him. May require CDL if driving truck on public highways. Performs other related duties.

1196 Painter, Structures
Paints and stains structural steel and concrete surfaces of bridges, retaining walls or other structures. Directs cleaning and abrasive blasting of surfaces prior to painting or staining. Performs other related duties.

1202 Piledriver
Sets in place, aligns, plumbs, and directs driving of timber, concrete, steel, pipe and any other type of piling. Sets, drives, and pulls steel, concrete and other types of sheet piling. Rigs pile and leads and bracing. Signals operator. Splices piles before and after driving. Directs pile cutoffs. May direct jetting or drilling equipment in connection with installing piles to grade. Performs other related duties.

1205 Pipelayer
Installs concrete, clay, steel, ductile iron, plastic, corrugated pipe and any other type of pipe for storm drainage, water lines, gas lines and sanitary sewer lines. Lays underground communication and electrical ducts. May install and set electrical ground boxes, hand holes, manholes, inlets and other structures. Caulks joints, makes threaded and flanged connections. Installs valves and other accessories. Performs other related duties.

1214 Blaster
Loads and fires blast holes for breaking up rock, concrete and other hard materials. Stores and handles explosives and detonating devices. Attaches fuses and electric wires. May use prima-cord or delay caps. Performs other related duties.

1300 Asphalt Distributor Operator
Drives distributor truck, sets spray bars and operates valves and lever to control distribution of bituminous material for highway surfacing. May oil, grease or otherwise service and make adjustments to equipment as needed. Performs other related duties.

1303 Asphalt Paving Machine Operator
Operates paving machine that spreads and levels asphaltic concrete on highway subgrade. Controls movement of machine, raises and lowers screed, regulates width of screed. May oil, grease, service and make adjustments to equipment as needed. Performs other related duties.

1305 Broom or Sweeper Operator
Operates a self-propelled machine to sweep and clean roadway surfaces. May oil, grease, service and make adjustments to equipment as needed. Performs other related duties.

1306 Crawler Tractor Operator
Operates a crawler tractor with a bulldozer mounted in front of chassis to level, distribute and push earth or other material. May operate a ripper attachment to break up rock or other hard material. May use a push block on front of tractor to push load scrapers. May oil, grease or otherwise service and make minor repairs to equipment as needed. Performs other related duties.

1315 Concrete Paving Curing, Float, Texturing Machine Operator
Operates self-propelled machine(s) which may or may not travel on concrete paving forms and operates pump on the machine which sprays curing compound on freshly poured concrete or tube floats concrete or textures fresh concrete. May oil, grease, or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

1318 Concrete Pavement Finishing Machine Operator
Operates self-propelled machine(s) which may or may not travel on paving forms, spreading, and leveling fresh concrete to grade by use of augers and screeds. May oil, grease, to otherwise services and make adjustments to equipment as necessary. Performs other related duties.

1329 Joint Sealer
Cleans and seals joints requiring a hot or cold sealing compound in concrete paving, sidewalks, driveway and approach slabs. May oil, grease or make necessary repairs and adjustments. Performs other related duties.

1333 Concrete Saw Operator
Operates a water-cooled power saw with either diamond or an abrasive blade to saw expansion and contraction joints in concrete pacing. May also be used to saw asphaltic pavements. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

1339 Subgrade Trimmer
Operates a machine that controls subgrade elevation. Machine may run on paving forms or be controlled electronically. Machine may be automated to control depths of subgrade or operator may mechanically operate to eject excess materials from subgrade with augers or blades. May oil,

grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

1341 Small Slipform Machine Operator
Operates a self-propelled machine which may either lay curb and gutter, median safety barrier or bridge rail. Manipulates hand or foot levers to control movements of the machine. Raises or lowers screed, regulates width of screed. May oil, grease, or otherwise service and make necessary adjustment to equipment as needed. Performs other related duties.

1342 Crane Operator, Lattice Boom 80 tons or less
A worker who operates a lattice boom type crane to hoist and move materials, raise and lower heavy weights and perform other related operation. May be crawler type or rubber-tired. May include placement of rock riprap, clamshell, dragline, pipe and pile driving operations. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

1343 Crane Operator, Lattice Boom Over 80 tons
A worker who operates a lattice boom type crane to hoist and move materials, raise and lower heavy weights and perform other related operation. May be crawler type or rubber-tired. May include placement of rock riprap, clamshell, dragline, pipe and pile driving operations. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

1344 Crane Operator, Hydraulic 80 tons or less
A worker who operates a hydraulic telescoping boom type crane to hoist and move materials, raise, and lower heavy weights and perform other related operations. May be crawler type or rubber-tired. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

1345 Crane Operator, Hydraulic Over 80 tons
A worker who operates a hydraulic telescoping boom type crane to hoist and move materials, raise and lower heavy weights and perform other related operations. May be crawler type or rubber-tired. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

1346 Loader/Backhoe Operator
Operates a rubber-tired machine mounted with a backhoe bucket on one end and a loader bucket on the other end. Used for excavating ditches and structures, laying pipe and precast concrete structures, carrying material in the loader bucket, and general excavation and backfill. May also be equipped with hydraulic attachments. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

1347 Excavator Operator, 50,000 lbs or less
Operates a crawler or rubber-tired machine mounted with an excavator bucket. Used for excavating ditches and structures, laying pipe and precast concrete structures, loading trucks, and placing rock riprap. May also be equipped with various hydraulic attachments. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

1348 Excavator Operator, Over 50,000 lbs

Operates a crawler or rubber-tired machine mounted with an excavator bucket. Used for excavating ditches, structures, and mass excavations, laying pipe and precast concrete structures, loading trucks and placing rock riprap. May also be equipped with various hydraulic attachments. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

1351 Crusher or Screen Plant Operator

Operates a crusher or screening plant through which rock is run to break it into crushed stone for construction or to control flow of materials through screening plant to screen out materials not needed. May include crushing and screening of broken concrete and asphalt. May make minor repairs and may service and make necessary adjustments to equipment as needed. Performs other related duties.

1360 Foundation Drill Operator, Crawler Mounted

Operates a hole drilling machine that is crawler mounted. May include geotechnical operations such as soil nails, rock nails, tiebacks, anchors or jet grouting. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

1363 Foundation Drill Operator, Truck Mounted

Operates a hole drilling machine that is mounted on the rear of a rubber-tired vehicle or truck. May include soil nails, rock nails, tiebacks, anchors, or jet grouting. Drives truck from location to location or may have laborer who drives trick. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

1369 Front End Loader Operator, 3 CY or Less

Operates a rubber-tired, skid steer, or crawler type tractor with an attached scoop type bucket on front end. Machine is used to load materials from stockpiles, excavation, charging batch plants, loading, and unloading tricks. May be used with attachments in lieu of the bucket. May oil, grease or otherwise service and make necessary adjustments to equipment as needed Performs other related duties.

1372 Front End Loader Operator, Over 3 CY

Operates a rubber-tired, skid steer, or crawler type tractor with an attached scoop type bucket on front end. Machine is used to load materials from stockpiles, excavation, charging batch plants, loading, and unloading tricks. May be used with attachments in lieu of the bucket. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

1380 Milling Machine Operator

Operates power-driven milling machine that planes material of the roadbed and discharges the material into a hauling unit or a window. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

1384 Reclaimer/Pulverizer Operator
Operates a machine that pulverizes material of the roadbed and may mechanically mix it with asphalt, cement, or other stabilizing materials. May oil, grease, or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

1390 Motor Grader Operator, Fine Grade
Operates motor grader. Performs many of the same duties of Motor Grader, Rough, but in addition performs finish grade work to bluetops or other close specification control. This work is subject to strict inspection and must conform closely to specifications. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

1393 Motor Grader Operator, Rough
Operates Motor Grader. Equipment is used to grade excavation and embankment and to lay asphalt, base and other materials. May blade haul roads and do other general motor grader work, but does not perform finish grade work to close specification tolerances. This operator may be a learner in the first phase of learning the skills of motor grader work. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

1396 Pavement Marking Machine Operator
Operates a machine used in laying paint stripes or markers on all types of paving. Loads machine with appropriate materials and may walk or ride on machine. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

1399 Concrete/Gunite Pump Operator
Operates a pumping machine that pumps fresh concrete, gunite or grout. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

1402 Roller Operator, Asphalt
Operates a self-propelled machine with either steel wheels or pneumatic tires which is used to compact and smooth all bituminous materials. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

1405 Roller Operator, Other
Operates a self-propelled machine with either steel wheels or pneumatic tires which is used to compact earth fills, subgrade, flexible base and all other types of materials except bituminous. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

1411 Scraper Operator
Operates a self-contained wheeled tractor scraper both self-loading or assisted by crawler tractors or other scrapers. Used to excavate and transport earth or other materials. May oil, grease or equipment as needed. Performs other related duties.

1413 Off Road Hauler
Drives an off-road hauler loaded by another machine, mounted on wheels, that transports earth or other materials. May also operate an off-road water tanker. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

1417 Self-Propelled Hammer Operator
Operates a self-propelled machine which has an attachment used for breaking concrete, asphalt or other martial. Machine may be air, hydraulic or cable operated. Machine is usually mounted on rubber tires but may be truck mounted. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

1428 Agricultural Tractor Operator
Operates a gasoline or diesel-powered agricultural tractor that tows compaction rollers, disc plow, water tanks, scrapers, and other similar operations. May use other miscellaneous attachments. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

1437 Trenching Machine Operator, Light
Performs duties similar to those performed by operator of a Trenching Machine Heavy, except that machine excavates a trench less than 5 feet in depth and may be rubber-tired. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

1440 Trenching Machine Operator, Heavy
Operates a machine that digs trenches for sewer, underground cable, underground pipes for electrical communication, water, drainage, oil and gas and other pipelines. The heavy trenching machine excavates trenches more than 5 feet in depth and is mounted on crawler treads with the digging equipment usually consisting of an endless chain or wheel of edged buckets or other cutting devices that excavate and discharge the material at the side of the trench. May also be used for mass excavations. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

1441 Tunneling Machine Operator, Heavy
Operates a machine which creates a tunnel through dirt or rock for the purpose of installing subterranean facilities such as utilities, including sanitary sewer and water mains, storm sewers, pedestrian tunnels, vehicular tunnels, and subways. The tunneling machine excavates tunnels greater than 2,500 feet in continuous length. Sets up machine to line and grade. Checks grade during tunneling operation. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

1442 Tunneling Machine Operator, Light
Operates a machine which creates a tunnel through dirt or rock for the purpose of installing subterranean facilities such as utilities, including sanitary sewer and water mains, storm sewers, pedestrian tunnels, vehicular tunnels, and subways. The tunneling machine excavates tunnels less than 2,500 feet in continuous length. Sets up machine to line and grade. Checks grade during

tunneling operation. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

1443 Percussion or Rotary Drill Operator
Operates rock drilling equipment that may be used in advance of blasting operations. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

1444 Boring Machine Operator
Operates boring machine that drills holes through dirt or rock in a generally horizontal plane to provide an excavation for an encasement or carrier pipe in a wet or dry condition. May operate a jacking machine to install conduit in a generally horizontal plane. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

1445 Directional Drilling Operator
Operates a directional drilling machine that drills holes through dirt or rock with a directional locating beam and directional steering capabilities. Machine may utilize various steering head tools to control the direction of the drill. Controls speed of drilling, drilling fluid characteristics and pullback of pipe being installed. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

1446 Directional Drilling Locator
Assist directional drilling operator in machine setup. Operates locating equipment under direction of the operator. May oil, grease or otherwise service or make necessary adjustments to equipment as needed. Performs other related duties.

1500 Reinforcing Steel Worker
Works from plans to lay out and install reinforcing steel within forms or in mats of concrete paving. May direct unloading of material. Determines rigging required to complete work. Gives direction to common or utility laborers. May install miscellaneous materials integral to concrete structures or paving. May work with power tools. Performs other related duties.

1509 Structural Steel Worker
Erects and places fabricated structural steel members, such as girders, plates, diaphragms, lateral bracing, and unites them permanently to form a completed structural steel unit. Fastens steel members together by welding or bolting. May include dismantling and erecting large units of equipment. Performs other related duties.

1513 Sign Erector
Sets forms, reinforcing steel, anchor bolts and pours concrete for sign foundations. Fabricates and erects pipe and angle frameworks by bolting, welding, or other means prior to installation of signs that are normally prefabricated. Works from alignment of signs. May direct hoisting of signs into place. Fastens signs to framework by bolting and other means. Locates and sets lighting brackets. May perform other work associated with signing projects. Performs other related duties.

1515 Spreader Box Operator
Operates spreader box by adjusting hopper and strike-off blade so that gravel, stone, or other material may be spread to a specific depth on road surface during seal coat and surface treatment operations. May oil, grease or otherwise service and make necessary adjustments to equipment as needed. Performs other related duties.

1520 Work Zone Barricade Servicer
Fabricates, erects, and maintains temporary traffic control devices, including arrow boards, signs, barricades, channelizing devices, barrels and all message boards. May operate a truck during traffic control operations.

1600 Truck Driver, Single Axle
Drives a light capacity truck for transporting loads of construction material. The truck is of single rear axle type, may have various kinds of beds attached such as dump, flat bed, tank, etc. May require CDL license for driving on highway. May service and make necessary adjustments for proper operation of equipment. Performs other related duties.

1606 Truck Driver, Single or Tandem Axle Dump Truck
Drives a heavy-duty diesel-powered dump truck used in hauling materials. Hauls dirt, rock, aggregates, non-agitated concrete, or other material. May also be used for operation of water trucks. May require CDL license for driving on highway. May service and make necessary adjustments for proper operation of equipment. Performs other related duties.

1607 Truck Driver, Tandem Axle Tractor with Semi Trailer
Drives a diesel-powered tractor pulling a semi-trailer hauling materials. Hauls dirt, rock, aggregates, or other material. May require CDL license for driving on highway. May service and make necessary adjustments for proper operation of equipment. Performs other related duties.

1609 Truck Driver Lowboy—Float
Drives a heavy-duty diesel-powered truck to which is attached a trailer upon which heavy equipment is hauled. Driver is often required to operate heavy equipment to load or unload the lowboy. May require CDL license for on-highway use. May service and make necessary adjustments for proper operation of equipment. Performs other related duties.

1612 Truck Driver Transit—Mix
Drives a gasoline or diesel truck upon which is mounted a concrete mixer. Operates concrete mixer and dumps concrete on the grade, into forms or into concrete pumps or buckets. Cleans mixer drum. May require CDL license for on-highway use. May service and make necessary adjustments for proper operation of equipment. Performs other related duties.

1615 Boom Truck Operator
Drives a gasoline or diesel single or tandem axle truck equipped with a hydraulic telescopic or articulated boom for picking up various objects. Operates boom in accordance with signals from ground. May require CDL license for highway use. May service and make necessary adjustments for proper operation of equipment. This classification used only when boom is operated; otherwise,

operator should be classified under appropriate truck driver classification. Performs other related duties.

1705 Structural Steel Welder
Certified by the American Welding Society to perform structural steel welding. Operates welding equipment. Welds structural steel girders and diaphragms. May weld permanent metal deck forms. Performs other related duties.

1706 Welder
Operates welding equipment. Cuts, lays out, fits and welds metals or alloyed metal parts to fabricate or repair equipment. Welds the joints between lengths of pipe for oil, gas or other types of pipelines. Welds structural steel girders and diaphragms. May assist in welding of permanent metal deck forms. Performs other related duties.

1708 Slurry Seal or Micro-Surfacing Machine Operator
Operates slurry seal or microsurfacing equipment that spreads and levels slurry or microsurfacing materials on highways. Controls movement of machine, raises and lowers screed, regulates width of screed. May oil, grease, service and make adjustments to equipment as needed. Performs other related duties.

Exhibit 2 - Apprenticeship Program

Apprenticeship Program

City con truction contracts require that the construction contractors performing work for the City for such contract shall participate in a United States Department of Labor ("DOL") certified apprentice hip program when the work required under the contract includes work that must be performed by any of the apprentice able occupations listed in the City' apprenticeship program adopted September 24, 2013, as amended and the work involving uch apprenticeable occupation has a value of **fifty thousand dollars** or more. Information relating to the apprentice hip program, u e of apprentice and trades hall be submitted prior to the start of the work of the applicable occupations li ted below. Prior to the start of the work of the applicable apprenticeable occupations li ted below the contractor or the applicable subcontractor through the prime contractor shall provide written certification to the city that 1t 1 a sponsor or participant in a DOL approved apprenticeship program.

Apprenticeable Occupations:

Bricklayer
Carpenter
Cement mason
Drywall applicator
Electrician
Glazier
Operating engineer
Painter
Pipefitter
Plasterer
Plumber
Roofer
Sheet metal worker
Structural worker/ironworker
Taper
Carpenter - Acoustical Ceilings
Cabinet Maker
HVAC
Insulation Worker
Electronic Technician
Elevator Installer & Repairer
Foor Layer
Locksmith
Tile and Marble Setter

The Contractor shall comply with the following:

1. Shall hire registered apprentices enrolled in a DOL certified apprenticeship program.

2. Shall not substitute helpers, unregistered apprentices or other substitutes to perform apprentice level work in place of registered apprentices.

3. Shall pay wage rates and benefit package for apprentices as determined by the apprenticeship program/DOL.

4. Shall comply with DOL requirements for the ratio of apprentices to Journeymen.

Apprentices will be permitted to work at less than the predetermined rate for the work they performed when they are employed pursuant to and individually registered in a bona fide apprenticeship program registered with the U.S. Department of Labor, Employment and Training Administration, Bureau, or if a person is employed in his or her first 90 days of probationary employment as an apprentice in such an apprenticeship program, who is not individually registered in the program, but who has been certified by the Bureau of Apprenticeship & Training or a State Apprenticeship Agency (where appropriate) to be eligible for probation employment as an apprentice. The allowable ratio of apprentices to journeymen on the job site in any craft classification shall not be greater than the ratio permitted to the contractor/subcontractor as to the entire work force under the registered program.

The Contractor shall furnish the City's Capital Improvement Department with sufficient information, which demonstrates that apprentices are employed pursuant to and individually registered in a bona fide apprenticeship program. Any worker listed on a payroll at an apprentice wage rate, who is not registered or otherwise employed as stated above, shall be paid not less than the applicable wage rate on the City wage determination for the classification of work actually performed. In addition, any apprentice performing work on the job site in excess of the ratio permitted under the registered program shall be paid not less than the applicable wage rate on the City wage determination for the work actually performed. Every apprentice must be paid at not less than the rates specified in the registered program for the apprentice's level of progress, expressed as a percentage of the journeyman's hourly rate specified in the City wage determination.

Apprentices shall be paid fringe benefits in accordance with the provisions of the apprenticeship program. If the apprenticeship program does not specify fringe benefits, apprentices must be paid the full amount of fringe benefits listed on the wage determination for the applicable classification. If the Bureau of Apprenticeship Training determines that a different practice prevails for the applicable apprentice classification, fringe benefits shall be paid in accordance with that determination. In the event the Bureau of Apprenticeship & Training, or a state apprenticeship agency recognized by the Bureau, withdraws approval of an apprenticeship program, the contractor will no longer be permitted to utilize apprentices at less than the applicable predetermined rate for the work performed until an acceptable program is approved.

The Contractor shall post the prevailing wage rate schedules made part of this contract at each work site in a prominent location readily accessible to the workers through the duration of the project. In addition, the Contractor shall post a notice to be provided by the Capital Improvement Department Director regarding prevailing wage rates and the City of El Paso Apprenticeship Program, in English and Spanish, which shall be posted nearby the prevailing wage rates schedules.

The Contractor shall, in addition to all other information items to be provided to City, certify to City the names of all apprentices on the project; verification of their status as registered apprentices; and documentation as to their proper wage rates; and documentation as the journeyman-to-apprentice ratios for each trade as determined by the apprenticeship program.

No worker shall be discharged by the Contractor or Subcontractor or in any other manner discriminated against because such worker has filed an inquiry or complaint, has instituted or caused to be instituted any legal or equitable proceeding or has testified or is about to testify in any such proceeding under or relating to the apprenticeship program.

The Contractor and every subcontractor shall allow immediate entry, into all areas of the job site, by the Capital Improvement Department Director and his/her agents and representatives displaying and presenting proper identificationcredentials to the job site superintendent or his/her representative. While on the job site the Capital Improvement Department Director and his/her agents and representatives may inspect for all job site and regulations, including but not limited to those concerning safety, security and fire prevention. The Contractor and each subcontractor shall allow any employee to be interviewed at random, at any time and for any reasonable duration by the Capital Improvement Department Director and his/her agents and representatives to determine compliance with the provisions of this contract regarding the apprenticeship program. *The Contractor and each subcontractor shall allow access to its personnel and apprenticeship books and records, at any timeand for any reasonable duration by the Capital Improvement Department Director and his/her agents and representatives to determine compliance with the provisions of this contract regarding the apprenticeship program.*

The City reserves the right to terminate this Contract for cause in the Contractor and/or any subcontractor shall breach any of these provisions regarding the apprenticeship program.

The Contractor shall cause these and any other appropriate provisions regarding the apprenticeship program to be inserted in all subcontractor relative to the work to bind the subcontractor to the same apprenticeship program requirements as are applicable to the Contractor.

Exhibit 3 – Insurance Rider

Owner's Insurance Requirements of Contractor

1. Specific Insurance Requirements

The following insurance shall be maintained in effect with limits not less than those set forth below at all times during the term of this Agreement and thereafter as required:

Insurance	Coverage/Limits	Other Requirements
Commercial General Liability (Occurrence Basis)	Amounts of coverage shall be no less than: ▪ $1,000,000 Per Occurrence ▪ $2,000,000 $2,000,000 Products/Completed Operations ▪ $1,000,000 Personal And Advertising Injury ▪ Designated Construction Project(s) ▪ Commercial General Liability Exclusion Removed/Railroad Protective Liability/Contractual Liability-Railroads $1,000,000 Bodily Injury/$1,000,000 Property Damage Liability per occurrence Required when a contractor is going to work on or within 50 feet of any "railroad property"	▪ Current ISO edition of CG 00 01 ▪ Additional insured status shall be provided in favor of Owner Parties on a combination of ISO forms CG 20 10 04 13 and CG 20 37 04 13. ▪ This coverage shall be endorsed to provide primary and non-contributing liability coverage. It is the intent of the parties to this Agreement that all insurance coverage required herein shall be primary to and will not seek contribution from any other insurance held by Owner Parties, with Owner Parties' insurance being excess, secondary and non-contributing. ▪ Stop Gap coverage shall be provided if any work is to be performed in a monopolistic workers' compensation state. ▪ The following exclusions/limitations (or their equivalent(s), are prohibited: ○ Contractual Liability Limitation CG 21 39 ○ Amendment of Insured Contract Definition CG 24 26 ○ Limitation of Coverage to Designated Premises or Project, CG 21 44 ○ Exclusion-Damage to Work Performed by Subcontractors On Your Behalf, CG 22 94 or CG 22 95 ○ Exclusion-Explosion, Collapse and Underground Property Damage Hazard, CG 21 42 or CG 21 43 ○ Any Classification limitation ○ Any Construction Defect Completed Operations exclusion ○ Any endorsement modifying the Employer's Liability exclusion or deleting the exception to it ○ Any endorsement modifying or deleting Explosion, Collapse or Underground coverage ○ Any Habitational or Residential exclusion applicable to the Work ○ Any "Insured vs. Insured" exclusion except Named Insured vs. Named Insured ○ Any Punitive, Exemplary or Multiplied Damages exclusion ○ Any Subsidence exclusion

Business Auto Liability	Amount of coverage shall be no less than: ▪ $1,000,000 Per Accident	▪ Current ISO edition of CA 00 01 ▪ Arising out of any auto (Symbol 1), including owned, hired and nonowned
Workers' Compensation and Employer's Liability	Amounts of coverage shall be no less than: ▪ Statutory Limits ▪ $1,000,000 Each Accident and Disease ▪ Alternate Employer endorsement ▪ USL&H must be provided where such exposure exists.	▪ The State in which work is to be performed must listed under Item 3.A. on the Information Page ▪ Such insurance shall cover liability arising out of the Contractor's employment of workers and anyone for whom the Contractor may be liable for workers' compensation claims. Workers' compensation insurance is required, and no "alternative" forms of insurance shall be permitted. ▪ Where a Professional Employer Organization (PEO) or "leased employees" are utilized, Contractor shall require its leasing company to provide Workers' Compensation insurance for said workers and such policy shall be endorsed to provide an Alternate Employer endorsement in favor of Contractor and Owner. Where Contractor uses leased employees with Workers' Compensation insurance provided by a PEO or employee leasing company, Contractor is strictly prohibited from subletting any of its work without the express written agreement of Owner.
Excess Liability (Occurrence Basis)	Amounts of coverage shall be no less than: ▪ $5,000,000 Each Occurrence ▪ $5,000,000	▪ Such insurance shall be excess over and be no less broad than all coverages described above. ▪ Drop-down coverage shall be provided for reduction and/or exhaustion of underlying aggregate limits and shall include a duty to defend any insured.
Professional Liability	Amounts of coverage shall be no less than: ▪ $1,000,000 Each Occurrence ▪ $2,000,000 ▪ If a combined Contractor's Pollution Liability and Professional Liability policy is utilized, the limits shall be $3,000,000 Each Loss ▪ Such insurance shall cover all services rendered by the Contractor and its consultants under the Agreement, including but not limited to design or design/build services. ▪ Policies written on a Claims-Made basis shall be maintained for at least two years beyond termination of the Agreement.	▪ Such insurance shall cover all services rendered by the Contractor and its subcontractors under the Agreement. ▪ This insurance is not permitted to include any type of exclusion or limitation of coverage applicable to claims arising from: o bodily injury or property damage where coverage is provided in behalf of design professionals or design/build contractors o habitational or residential operations o mold and/or microbial matter and/or fungus and/or biological substance o punitive, exemplary or multiplied damages. ▪ Any retroactive date must be effective prior to beginning of services for the Owner. ▪ Policies written on a Claims-Made basis shall have an extended reporting period of at least two years beyond termination of the Agreement. Vendor shall trigger the extended reporting period if identical coverage is not otherwise maintained with the expiring retroactive date.

Contractors Pollution Liability	Amounts of coverage shall be no less than: ▪ $1,000,000 Each Loss ▪ If a combined Contractor's Pollution Liability and Professional Liability policy is utilized, the limits shall be $3,000,000 Each Loss ▪ The policy must provide coverage for: o the full scope of the named insured's operations (on-going and completed) as described within the scope of work for this Agreement o loss arising from pollutants including but not limited to fungus, bacteria, biological substances, mold, microbial matter, asbestos, lead, silica and contaminated drywall o third party liability for bodily injury, property damage, clean up expenses, and defense arising from the operations; o diminution of value and Natural Resources damages o contractual liability o claims arising from non-owned disposal sites utilized in the performance of this Agreement.	▪ The policy must insure contractual liability, name Owner Parties as an Additional Insured, and be primary and noncontributory to all coverage available to the Additional Insured. ▪ This insurance is not permitted to include any type of exclusion or limitation of coverage applicable to claims arising from: o Insured vs. insured actions. However exclusion for claims made between insured within the same economic family are acceptable. o impaired property that has not been physically injured o materials supplied or handled by the named insured. However, exclusions for the sale and manufacture of products are allowed. Exclusionary language pertaining to materials supplied by the insured shall be reviewed by the certificate holder for approval. o property damage to the work performed by the contractor o faulty workmanship as it relates to clean up costs o punitive, exemplary or multiplied damages o work performed by subcontractors ▪ If coverage is provided on a Claims Made basis, coverage will at least be retroactive to the earlier of the date of this Agreement or the commencement of contractor services relation to the Work. ▪ The policy will offer an extended discovery or extended reporting clause of at least three (3) years. ▪ Completed Operations coverage shall be maintained through the purchase of renewal policies to protect the insured and additional insured for at least two (2) years after the property owner accepts the project or this contract is terminated. The purchase of an extended discovery period or an extended reporting period on a Claims Made policy or the purchase of occurrence based Contractors Environmental Insurance will not be sufficient to meet the terms of this provision.
Builders Risk	▪ Coverage shall be provided in an amount equal at all times to the full contract value, including change orders, and cost of debris removal for any single occurrence. ▪ Coverage shall be at least as broad as an unmodified ISO Special form, shall be provided on a completed-value basis, and shall be primary to any other insurance coverage available to the named insured parties, with	▪ Insureds shall include Owner, General Contractor, all Loss Payees and Mortgagees, and subcontractors of all tiers in the Work as Insureds. ▪ Such insurance shall cover: o all structure(s) under construction, including retaining walls, paved surfaces and roadways, bridges, glass, foundation(s), footings, underground pipes and wiring, excavations, grading, backfilling or filling;

	that other insurance being excess, secondary and non-contributing. ▪ The policy must provide coverage for: ○ Agreed Value — Included ○ Damage arising from error, omission or deficiency in construction methods, design, specifications, workmanship or materials, including collapse — Included ○ Debris removal additional limit — $1,000,000 ○ Earthquake and Earthquake Sprinkler Leakage — $5,000,000 ○ Flood — $5,000,000 ○ Freezing — Included ○ Mechanical breakdown including hot & cold testing — Included ○ Ordinance or law — $1,000,000 ○ Pollutant clean-up and removal — $ 25,000 ○ Preservation of property — Included ○ Theft — Included • Deductible shall not exceed ○ All Risks of Direct Damage, Per Occurrence, except — $10,000 ○ Named Storm — 2% subject to $50,000 minimum ○ Earthquake and Earthquake Sprinkler Leakage, Per Occurrence — $100,000 ○ Flood, Per Occurrence or excess of NFIP if in Flood Zone A or V — $100,000	○ all temporary structures (e.g., fencing, scaffolding, cribbing, false work, forms, site lighting, temporary utilities and buildings) located at the site; ○ all property including materials and supplies on site for installation; ○ all property including materials and supplies at other locations but intended for use at the site; ○ all property including materials and supplies in transit to the site for installation by all means of transportation other than ocean transit; and ○ other Work at the site identified in the Agreement to which this Exhibit is attached. • No protective safeguard warranty shall be permitted. • The termination of coverage provision shall be endorsed to permit occupancy of the covered property being constructed This insurance shall be maintained in effect, unless otherwise provided for the Agreement Documents, until the earliest of: ○ the date on which all persons and organizations who are insureds under the policy agree that it shall be terminated; ○ occupancy, in whole or in part; ○ the date on which release of substantial completion is executed; or ○ the date on which the insurable interests of Contractor in the Covered Property has ceased. • A waiver of subrogation provision shall be provided in favor of all insureds.

2. General Insurance Requirements

A. Definitions. For purposes of this Agreement:

i. "ISO" means Insurance Services Office.

ii. "Contractor" shall include subcontractors of any tier.

iii. "Owner Parties" means (a) City of El Paso ("Owner"), (b) the Project, (c) any lender whose loan is secured by a lien against the Work, (d) their respective shareholders, members, partners, joint venturers, affiliates, subsidiaries, successors and assigns, (e) any directors, officers, employees, or agents of such persons or entities, and (f) others as required by the Construction Documents.

B. Policies.

i. Contractor shall maintain such General Liability, Excess Liability, Professional and Pollution insurance in identical coverage, form and amount, including required endorsements, for at least two (2) years following Date of Substantial Completion of the Work to be performed under this Agreement. Contractor shall provide written representation to Owner stating Work completion date.

ii. All policies must:

a. Be written through insurance companies authorized to do business in the State in which the work is to be performed and rated no less than A-: VII in the most current edition of A. M. Best's Key Rating Guide at all times Work is to be performed.
b. Provide a waiver of subrogation in favor of Owner Parties on all insurance coverage carried by Contractor, whether required herein or not.
c. Contain an endorsement providing for thirty (30) days prior written notice of cancellation to Owner.
d. Be provided to the Owner Parties in compliance with the requirements herein and shall contain no endorsements that restrict, limit, or exclude coverage required herein in any manner without the prior express written approval of the Owner.

iii. Failure of any Owner Party to demand such certificate or other evidence of full compliance with these insurance requirements or failure of any Owner Party to identify a deficiency from evidence that is provided shall not be construed as a waiver of the Contractor's obligation to maintain such insurance.

iv. Contractor shall provide to the Owner a certified copy of all insurance policies required herein within ten (10) days of any such request. Renewal policies, if necessary, shall be delivered to the Owner prior to the expiration of the previous policy.

v. Commencement of Work without provision of the required certificate of insurance, evidence of insurance and/or required endorsements, or without compliance with any other provision of this Agreement, shall not constitute a waiver by any Owner Party of any rights. The Owner shall have the right, but not the obligation, of prohibiting the Contractor or any subcontractor from performing any Work until such certificate of insurance, evidence of insurance and/or required endorsements are received and approved by the Owner.

C. Limits, Deductibles and Retentions

i. The limits of liability may be provided by a single policy of insurance or by a combination of primary and excess policies, but in no event shall the total limits of liability available for any one occurrence or accident be less than the amount required herein.

ii. No deductible or self-insured retention shall exceed $25,000 without prior written approval of the Owner, except as otherwise specified herein. All deductibles and/or retentions shall be paid by, assumed by, for the account of, and at the Contractor's sole risk. The Contractor shall not be reimbursed for same

D. Forms

i. If the forms of policies, endorsements, certificates or evidence of insurance required by this Exhibit are superseded or discontinued, Owner will have the right to require other equivalent forms.

ii. Any policy or endorsement form other than a form specified in this Exhibit must be approved in advance by Owner.

E. **Evidence of Insurance**. Insurance must be evidenced as follows:

i. ACORD Form 25 Certificate of Liability Insurance for liability coverages.

ii. ACORD Form 28 Evidence of Commercial Property Insurance for property coverages.

iii. Evidence shall be provided to Owner prior to commencing Work and prior to the expiration of any required coverage.

iv. ACORD Forms specify:
a. Owner as certificate holder at Owner's mailing address;
b. Insured's name, which must match that on this Agreement;
c. Insurance companies producing each coverage and the policy number and policy date of each coverage;
d. Producer of the certificate with correct address and phone number and have the signature of the authorized representative of the producer;
e. Additional Insured status in favor of Owner Parties;
f. Amount of any deductible or self-insured retention in excess of $25,000;
g. Designated Construction Project(s) General Aggregate Limit;
h. Primary and non-contributory status;
i. Waivers of subrogation; and
j. All exclusions and limitations added by endorsement to the General Liability coverage. This can be achieved by attachment of the Schedule of Forms and Endorsements page.

v. Copies of the following shall also be provided:

a. General Liability policy and endorsement(s);

F. Contractor Insurance Representations to Owner Parties

i. It is expressly understood and agreed that the insurance coverages required herein (a) represent Owner Parties' minimum requirements and are not to be construed to void or limit the Contractor's indemnity obligations as contained in this Agreement nor represent in any manner a determination of the insurance coverages the Contractor should or should not maintain for its own protection; and (b) are being, or have been, obtained by the Contractor in support of the Contractor's liability and indemnity obligations under this Agreement. Irrespective of the requirements as to insurance to be carried as provided for herein, the insolvency, bankruptcy or failure of any insurance company carrying insurance of the Contractor, or the failure of any insurance company to pay claims accruing, shall not be held to affect, negate or waive any of the provisions of this Agreement.

ii. Failure to obtain and maintain the required insurance shall constitute a material breach of, and default under, this Agreement. If the Contractor shall fail to remedy such breach within five (5) business days after notice by the Owner, the Contractor will be liable for any and all costs, liabilities, damages and penalties resulting to the Owner Parties from such breach, unless a written waiver of the specific insurance requirement(s) is provided to the Contractor by the Owner. In the event of any failure by the Contractor to comply with the provisions of this Agreement, the Owner may, without in any way compromising or waiving any right or remedy at law or in equity, on notice to the Contractor, purchase such insurance, at the Contractor's expense, provided that the Owner shall have no obligation to do so and if the Owner shall do so, the Contractor shall not be relieved of or excused from the obligation to obtain and maintain such insurance amounts and coverages.

iii. This Exhibit is an independent contract provision and shall survive the termination or expiration of the Construction Agreement.

G. Insurance Requirements of Contractor's Subcontractors

i. Insurance similar to that required of the Contractor shall be provided by all subcontractors (or provided by the Contractor on behalf of subcontractors) to cover operations performed under any subcontract agreement. The Contractor shall be held responsible for any modification in these insurance requirements as they apply to subcontractors. The Contractor shall maintain certificates of insurance from all subcontractors containing provisions similar to those listed herein (modified to recognize that the certificate is from subcontractor) enumerating, among other things, the waivers of subrogation, additional insured status, and primary liability as required herein, and make them available to the Owner upon request.

ii. The Contractor is fully responsible for loss and damage to its property on the site, including tools and equipment, and shall take necessary precautions to prevent damage to or vandalism, theft, burglary, pilferage and unexplained disappearance of property. Any insurance covering the Contractor's or its subcontractor's property shall be the Contractor's and its subcontractor's sole and complete means or recovery for any such loss. To the extent any loss is not covered by said insurance or subject to any deductible or co-insurance, the Contractor shall not be reimbursed for same. Should the Contractor or its subcontractors choose to self insure this risk, it is expressly agreed that the Contractor hereby waives, and shall cause its subcontractors to waive, any claim for damage or loss to said property in favor of the Owner Parties.

H. Use of the Owners Equipment

The Contractor, its agents, employees, subcontractors or suppliers shall use the Owners equipment only with express written permission of the Owners designated representative and in accordance with the Owners terms and condition for such use. If the Contractor or any of its agents, employees, subcontractors or suppliers utilize any of the Owners equipment for any purpose, including machinery, tools, scaffolding, hoists, lifts or similar items owned, leased or under the control of the Owner, the Contractor shall defend, indemnify and be liable to the Owner Parties for any and all loss or damage which may arise from such use.

I. Release and Waiver

The Contractor hereby releases, and shall cause its subcontractors to release, the Owner Parties from any and all claims or causes of action whatsoever which the Contractor and/or its subcontractors might otherwise now or hereafter possess resulting in or from or in any way connected with any loss covered by insurance, whether required herein or not, or which

should have been covered by insurance required herein, including the deductible and/or uninsured portion thereof, maintained and/or required to be maintained by the Contractor and/or its subcontractors pursuant to this Agreement. **THE FOREGOING RELEASE AND WAIVER APPLY EVEN IF THE LOSS OR DAMAGE IS CAUSED IN WHOLE OR IN PART BY THE FAULT OR NEGLIGENCE OR STRICT LIABILITY OF THE OWNER PARTIES.**

Exhibit 4– List of Owner's Permits

None. Owner shall not have any duty to obtain any permits in connection with the Work. All required permits and other government authorizations required in connection with the Project are to be obtained by Construction Manager in the performance of the Work.

Exibit 5 – Forms of Payment Bond and Performance Bond

STANDARD GENERAL CONDITIONS OF THE CONSTRUCTION CONTRACT

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ARTICLE 1 – DEFINITIONS AND TERMINOLOGY

1.01 Defined Terms

A. Wherever used in the Bidding Requirements or Contract Documents, a term printed with initial capital letters, including the term's singular and plural forms, will have the meaning indicated in the definitions below. In addition to terms specifically defined, terms with initial capital letters in the Contract Documents include references to identified articles and paragraphs, and the titles of other documents or forms.

1. *Addenda*—Written or graphic instruments issued prior to the opening of Bids which clarify, correct, or change the Bidding Requirements or the proposed Contract Documents.

2. *Agreement*—The written instrument, executed by Owner and Contractor, that sets forth the Contract Price and Contract Times, identifies the parties and the Engineer, and designates the specific items that are Contract Documents.

3. *Application for Payment*—The form acceptable to Engineer which is to be used by Contractor during the course of the Work in requesting progress or final payments and which is to be accompanied by such supporting documentation as is required by the Contract Documents.

4. *Bid*—The offer of a Bidder submitted on the prescribed form setting forth the prices for the Work to be performed.

5. *Bidder*—An individual or entity that submits a Bid to Owner.

6. *Bidding Documents*—The Bidding Requirements, the proposed Contract Documents, and all Addenda.

7. *Bidding Requirements*—The advertisement or invitation to bid, Instructions to Bidders, Bid Bond or other Bid security, if any, the Bid Form, and the Bid with any attachments.

8. *Change Order*—A document which is signed by Contractor and Owner and authorizes an addition, deletion, or revision in the Work or an adjustment in the Contract Price or the Contract Times, or other revision to the Contract, issued on or after the Effective Date of the Contract.

9. *Change Proposal*—A written request by Contractor, duly submitted in compliance with the procedural requirements set forth herein, seeking an adjustment in Contract Price or Contract Times, or both.

10. *Claim*—(a) A demand or assertion by Contractor directly to Owner, duly submitted in compliance with the procedural requirements set forth herein: seeking an adjustment of Contract Price or Contract Times, or both; contesting an initial decision by Engineer concerning the requirements of the Contract Documents or the acceptability of Work under the Contract Documents; contesting Owner's decision regarding a Change Proposal; seeking resolution of a contractual issue that Owner has declined to address; or seeking other relief with respect to the terms of the Contract. A demand for money or services by a third party is not a Claim.

11. *Constituent of Concern*—Asbestos, petroleum, radioactive materials, polychlorinated biphenyls (PCBs), hazardous waste, and any substance, product, waste, or other material of any nature whatsoever that is or becomes listed, regulated, or addressed pursuant to (a) the Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. §§9601 et seq. ("CERCLA"); (b) the Hazardous Materials Transportation Act, 49 U.S.C. §§5501 et seq.; (c) the Resource Conservation and Recovery Act, 42 U.S.C. §§6901 et seq. ("RCRA"); (d) the Toxic Substances Control Act, 15 U.S.C. §§2601 et seq.; (e) the Clean Water Act, 33 U.S.C. §§1251 et seq.; (f) the Clean Air Act, 42 U.S.C. §§7401 et seq.; or (g) any other federal, state, or local statute, law, rule, regulation, ordinance, resolution, code, order, or decree regulating, relating to, or imposing liability or standards of conduct concerning, any hazardous, toxic, or dangerous waste, substance, or material.

12. *Construction Documents* - The documents, consisting of Drawings and Specifications setting forth in detail the quality levels of materials and systems, including other written or graphic instructions used for construction of the Project.

13. *Contract*—The entire and integrated written contract between the Owner and Contractor concerning the Work.

14. *Contract Documents*—Those items so designated in the Agreement, and which together comprise the Contract.

15. *Contract Price*—The money that Owner has agreed to pay Contractor for completion of the Work in accordance with the Contract Documents. .

16. *Contract Times*—The number of days or the dates by which Contractor shall: (a) achieve Milestones, if any; (b) achieve Substantial Completion; and (c) complete the Work.

17. *Contractor*—The individual or entity with which Owner has contracted for performance of the Work. If the Work is to be performed using a Design-Build project delivery method, then any reference to the Contractor herein, shall mean the Contractor, Architect or Engineer comprising the Design-Build Team. If the Work is to be performed using a Construction Manager At-Risk (CMAR) project delivery method, then any reference to the Contractor herein, shall mean the Construction Manager.

18. *Cost of the Work*—See Paragraph 13.01 for definition.

19. *Design-Build Team (if applicable)*– Group comprised of the Design-Builder, the Design Consultant, and key Subcontractors identified by the Design-Builder.

20. *Design Consultant (if applicable)*- A qualified, licensed design professional who is not an employee of Design-Builder, but is retained by Design-Builder, or employed or retained by anyone under contract with Design-Builder or Subcontractor, to furnish design services required under the Contract Documents.

21. *Drawings*—The part of the Contract that graphically shows the scope, extent, and character of the Work to be performed by Contractor.

22. *Effective Date of the Contract*—The date, indicated in the Agreement, on which the Contract becomes effective.

23. *Engineer*—The individual or entity named as such in the Agreement. The individual or entity may be an employee of Owner, whether that individual holds the title of City Engineer or is an individual within the City Engineer's department, or may be an independent design consultant retained by Owner for the Project. In any event, the Engineer will serve as Owner's agent during design and construction phases, and provide technical guidance and recommendations, subject to Owner's approval.

24. *Field Order*—A written order approved by Owner and issued by Engineer which requires minor changes in the Work but does not change the Contract Price or the Contract Times.

25. *Final Completion* - The date on which all Work is complete in accordance with the Contract Documents, including but not limited to, any items identified in the punch list prepared in accordance with the General Conditions of Contract and the submission of all documents required by the General Conditions of Contract.

26. *Force Majeure Events* - Those events that are beyond the control of both Contractor and Owner, including the events of war, floods, labor disputes, earthquakes, epidemics, unusually severe weather conditions not reasonably anticipated, and other acts of God, not due to the negligence of the party claiming Force Majeure.

27. *GMP Exhibit* - That exhibit attached to the Agreement, which exhibit will have been agreed upon by Owner and Contractor prior to the execution of the Agreement. If the Work is to be performed using a Design-Build project delivery method, then the GMP Exhibit will be referred to as the Design-Build Amendment. If the Work is to be performed using a CMAR project delivery method, then this defined term will govern.

28. *GMP Proposal* - That proposal developed by Contractor in accordance with the Agreement Between Owner and Contractor with an option for a Guaranteed Maximum Price.

29. *Hazardous Environmental Condition*—The presence at the Site of Constituents of Concern in such quantities or circumstances that may present a danger to persons or property exposed thereto. The presence at the Site of materials that are necessary for the execution of the Work, or that are to be incorporated in the Work, and that are controlled and contained pursuant to industry practices, Laws and Regulations, and the requirements of the Contract, does not establish a Hazardous Environmental Condition.

30. *Laws and Regulations; Laws or Regulations*—Any and all applicable laws, statutes, rules, regulations, ordinances, codes, and orders of any and all governmental bodies, agencies, authorities, and courts having jurisdiction.

31. *Milestone*—A principal event in the performance of the Work that the Contract requires Contractor to achieve by an intermediate completion date or by a time prior to Substantial Completion of all the Work.

32. *Notice of Award*—The written notice by Owner to a Bidder of Owner's acceptance of the Bid.

33. *Notice to Proceed*—A written notice by Owner to Contractor fixing the date on which the Contract Times will commence to run and on which Contractor shall start to perform the Work.

34. *Owner*—The individual or entity with which Contractor has contracted regarding the Work, and which has agreed to pay Contractor for the performance of the Work, pursuant to the terms of the Contract.

35. *Owner's Project Criteria* – Criteria developed by or for Owner to describe Owner's program requirements and objectives for the Project, including use, space, price, time, site and expandability requirements, as well as submittal requirements and other requirements governing Design-Build Teams performance of the Work. Owner's Project Criteria may include conceptual documents, design criteria, performance requirements, prescriptive specifications, and Green Globes ® or other sustainable design criteria and other Project-specific technical materials and requirements.

36. *Progress Schedule*—A schedule, prepared and maintained by Contractor, describing the sequence, project critical path, project milestones, relationship and duration of the activities comprising the Contractor's plan to accomplish the Work within the Contract Times.

37. *Project*—The total undertaking to be accomplished for Owner by engineers, contractors, and others, including planning, study, design, construction, testing, commissioning, and start-up, and of which the Work to be performed under the Contract Documents is a part.

38. *Project Manual*—The written documents prepared for, or made available for, procuring and constructing the Work, including but not limited to the Bidding Documents or other construction procurement documents, geotechnical and existing conditions information, the Agreement, bond forms, General Conditions, Supplementary Conditions, and Specifications. The contents of the Project Manual may be bound in one or more volumes.

39. *Resident Project Representative*—The authorized representative of Owner assigned to assist Owner at the Site. As used herein, the term Resident Project Representative or "RPR" includes any assistants or field staff of Resident Project Representative. Owner's Resident Project Representative may be the Engineer or Architect if Owner so designates.

40. *Samples*—Physical examples of materials, equipment, or workmanship that are representative of some portion of the Work and that establish the standards by which such portion of the Work will be judged.

41. *Schedule of Submittals*—A schedule, prepared and maintained by Contractor, of required submittals and the time requirements for Engineer's review and Owner's approval of the submittals and the performance of related construction activities.

42. *Schedule of Values*—A schedule, prepared and maintained by Contractor, allocating portions of the Contract Price to various portions of the Work and used as the basis for reviewing Contractor's Applications for Payment.

43. *Shop Drawings*—All drawings, diagrams, illustrations, schedules, and other data or information that are specifically prepared or assembled by or for Contractor and submitted by Contractor to illustrate some portion of the Work. Shop Drawings, whether approved or not, are not Drawings and are not Contract Documents.

44. *Site*—Lands or areas indicated in the Contract Documents as being furnished by Owner upon which the Work is to be performed, including rights-of-way and easements, and such other lands furnished by Owner which are designated for the use of Contractor.

45. *Specifications*—The part of the Contract that consists of written requirements for materials, equipment, systems, standards, and workmanship as applied to the Work, and certain administrative requirements and procedural matters applicable to the Work.

46. *Subcontractor*—An individual or entity having a direct contract with Contractor or with any other Subcontractor for the performance of a part of the Work.

47. *Substantial Completion*—The time at which the Work (or a specified part thereof) has progressed to the point where, in the opinion of Engineer and subject to the Owner's approval, the Work (or a specified part thereof) is sufficiently complete, in accordance with the Contract Documents, so that the Work (or a specified part thereof) can be utilized for the purposes for which it is intended. The terms "substantially complete" and "substantially completed" as applied to all or part of the Work refer to Substantial Completion thereof.

48. *Successful Bidder*—The Bidder whose Bid the Owner accepts, and to which the Owner makes an award of contract, subject to stated conditions.

49. *Supplementary Conditions*—The part of the Contract that amends or supplements these General Conditions.

50. *Supplier*—A manufacturer, fabricator, supplier, distributor, materialman, or vendor having a direct contract with Contractor or with any Subcontractor to furnish materials or equipment to be incorporated in the Work by Contractor or a Subcontractor.

51. *Technical Data*—Those items expressly identified as Technical Data in the Supplementary Conditions, with respect to either (a) subsurface conditions at the Site, or physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities) or (b) Hazardous Environmental Conditions at the Site. If no such express identifications of Technical Data have been made with respect to conditions at the Site, then the data contained in boring logs, recorded measurements of subsurface water levels, laboratory test results, and other factual, objective information regarding conditions at the Site that are set forth in any geotechnical or environmental report prepared for the Project and made available to

Contractor are hereby defined as Technical Data with respect to conditions at the Site under Paragraphs 5.03, 5.04, and 5.06.

52. *Underground Facilities*—All underground pipelines, conduits, ducts, cables, wires, manholes, vaults, tanks, tunnels, or other such facilities or attachments, and any encasements containing such facilities, including but not limited to those that convey electricity, gases, steam, liquid petroleum products, telephone or other communications, fiber optic transmissions, cable television, water, wastewater, storm water, other liquids or chemicals, or traffic or other control systems.

53. *Unit Price Work*—Work to be paid for on the basis of unit prices.

54. *Work*—The entire construction or the various separately identifiable parts thereof required to be provided under the Contract Documents. Work includes and is the result of performing or providing all labor, services, and documentation necessary to produce such construction; furnishing, installing, and incorporating all materials and equipment into such construction; and may include related services such as testing, start-up, and commissioning, all as required by the Contract Documents. If the Work is to be performed using a Design-Build project delivery method, then the Work also includes the design services required by the Contract Documents. If the Work is to be performed using a CMAR project delivery method, then the Work also includes the preconstruction services required by the Contract Documents.

55. *Work Change Directive*—A written directive to Contractor issued on or after the Effective Date of the Contract, signed by Owner and recommended by Engineer, ordering an addition, deletion, or revision in the Work.

1.02 Terminology

A. The words and terms discussed in the following paragraphs are not defined but, when used in the Bidding Requirements or Contract Documents, have the indicated meaning.

B. *Day*:

1. The word "day" means a calendar day of 24 hours measured from midnight to the next midnight.

C. *Defective*:

1. The word "defective," when modifying the word "Work," refers to Work that is unsatisfactory, faulty, or deficient in that it:

a. does not conform to the Contract Documents; or

b. does not meet the requirements of any applicable inspection, reference standard, test, or approval referred to in the Contract Documents; or

c. has been damaged prior to Engineer's recommendation of final payment unless responsibility for the protection thereof has been assumed by Owner at Substantial Completion.

D. *Furnish, Install, Perform, Provide*:

1. The word "furnish," when used in connection with services, materials, or equipment, shall mean to supply and deliver said services, materials, or equipment to the Site (or some other specified location) ready for use or installation and in usable or operable condition.

2. The word "install," when used in connection with services, materials, or equipment, shall mean to put into use or place in final position said services, materials, or equipment complete and ready for intended use.

3. The words "perform" or "provide," when used in connection with services, materials, or equipment, shall mean to furnish and install said services, materials, or equipment complete and ready for intended use.

4. If the Contract Documents establish an obligation of Contractor with respect to specific services, materials, or equipment, but do not expressly use any of the four words "furnish," "install," "perform," or "provide," then Contractor shall furnish and install said services, materials, or equipment complete and ready for intended use.

E. Unless stated otherwise in the Contract Documents, words or phrases that have a well-known technical or construction industry or trade meaning are used in the Contract Documents in accordance with such recognized meaning.

ARTICLE 2 – PRELIMINARY MATTERS

2.01 Delivery of Bonds and Evidence of Insurance

A. *Bonds*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner such bonds as Contractor may be required to furnish.

B. *Evidence of Contractor's Insurance*: When Contractor delivers the executed counterparts of the Agreement to Owner, Contractor shall also deliver to Owner, with copies to each named insured and additional insured (as identified elsewhere in the Contract), the certificates and other evidence of insurance required to be provided by Contractor in accordance with Article 6.

2.02 Copies of Documents

A. Owner shall furnish to Contractor four printed copies of the Contract (including one fully executed counterpart of the Agreement), and one copy in electronic portable document format (PDF). Additional printed copies will be furnished upon request at the cost of reproduction.

B. Owner shall maintain and safeguard at least one original printed record version of the Contract, including Drawings and Specifications signed and sealed by Engineer and other design professionals.

2.03 Before Starting Construction

A. *Preliminary Schedules*: Within 10 days after the Effective Date of the Contract (or as otherwise specifically required by the Contract Documents), Contractor shall submit for Engineer's review and - Owner's approval:

1. a preliminary Progress Schedule for indicating the times (numbers of days or dates) for starting and completing the various stages of the Work, critical path, relationships between the Work, Work Milestones, and including any Milestones specified in the Contract;

2. a preliminary Schedule of Submittals to coincide with the progress schedule; and

3. a preliminary Schedule of Values for all of the Work which includes quantities and prices of items which when added together equal the Contract Price and subdivides the Work into component parts in sufficient detail to serve as the basis for progress payments during performance of the Work. Such prices will include an appropriate amount of overhead and profit applicable to each item of Work.

2.04 Preconstruction Conference

A. Before any Work at the Site is started, a conference attended by Owner, Contractor, Engineer, and others as appropriate will be held to establish a working understanding among the parties as to the Work and to discuss the schedules referred to in Paragraph 2.03.A, procedures for handling Shop Drawings, Samples, and other submittals, processing Applications for Payment, electronic or digital transmittals, and maintaining required records.

B. Should the Contractor or Owner wish to establish any Milestones that will be subject to individual schedules and/or completion dates, these Milestones shall be established at this conference and any Change Orders or contract modifications relating to the establishment of Milestones will be presented to the Owner for acceptance and execution by the Parties in accordance with the terms and provisions contained herein.

2.05 Initial Acceptance of Schedules

A. At least 10 days before submission of the first Application for Payment a conference, attended by Contractor, Engineer, Owner, and others as appropriate, will be held to review for acceptability to Owner as provided below the schedules submitted in accordance with Paragraph 2.03.A. Contractor shall have an additional 10 days to make corrections and adjustments and to complete and resubmit the schedules. No progress payment shall be made to Contractor until acceptable schedules are submitted to Engineer and approved by Owner based on Engineer's recommendations.

1. The Progress Schedule will be acceptable to Engineer and Owner if it is cost loaded and provides an orderly progression of the Work to completion within the Contract Times, provides critical path, milestones, operation disruptions periods. Such acceptance will not impose on Engineer or Owner responsibility for the Progress Schedule, for sequencing, scheduling, or progress of the Work, nor interfere with or relieve Contractor from Contractor's full responsibility therefor.

2. Contractor's Schedule of Submittals will be acceptable to Engineer and Owner if it provides a workable arrangement for reviewing and processing the required submittals.

3. Contractor's Schedule of Values will be acceptable to Engineer and Owner as to form and substance if it provides a reasonable allocation of the Contract Price to the component parts of the Work.

2.06 Electronic Transmittals

A. Except as otherwise stated elsewhere in the Contract, the Owner, Engineer, and Contractor may transmit, and shall accept, Project-related correspondence, text, data, documents, drawings, information, three-dimensional modeling (such as Building Information Models), and graphics, including but not limited to Shop Drawings and other submittals, in electronic media or digital format, either directly, or through access to a secure cloud-based construction management software application.

B. When transmitting items in electronic media or digital format, the transmitting party makes no representations as to long term compatibility, usability, or readability of the items resulting from the recipient's use of software application packages, operating systems, or computer hardware differing from those used in the drafting or transmittal of the items, or from those established in applicable transmittal protocols.

2.07 Designation of Authorized Representatives

A. Prior to or within three (3) days of the Notice to Proceed, the Owner and Contractor shall designate, in writing, a specific individual to act as its authorized representative with respect to the services and responsibilities under the Contract. Subject to Owner's approval, such individuals shall have the authority to transmit and receive information, render decisions relative to the Contract, and otherwise act on behalf of each respective party.

ARTICLE 3 – DOCUMENTS: INTENT, REQUIREMENTS, REUSE

3.01 Intent

A. The Contract Documents are complementary; what is required by one is as binding as if required by all.

B. It is the intent of the Contract Documents to describe a functionally complete project (or part thereof) to be constructed in accordance with the Contract Documents.

C. Unless otherwise stated in the Contract Documents, if there is a discrepancy between the electronic or digital versions of the Contract Documents (including any printed copies derived from such electronic or digital versions) and the printed record version, the printed record version shall govern.

D. The Contract supersedes prior negotiations, representations, and agreements, whether written or oral.

3.02 Reference Standards

A. Standards Specifications, Codes, Laws and Regulations

1. Reference in the Contract Documents to standard specifications, manuals, reference standards, or codes of any technical society, organization, or association, or to Laws or Regulations, whether such reference be specific or by implication, shall mean the standard specification, manual, reference standard, code, or Laws or Regulations in effect at the time of opening of Bids (or on the Effective Date of the Contract if there were no Bids), except as may be otherwise specifically stated in the Contract Documents.

2. No provision of any such standard specification, manual, reference standard, or code, or any instruction of a Supplier, shall be effective to change the duties or responsibilities of Owner, Contractor, or Engineer, or any of their subcontractors, consultants, agents, or employees, from those set forth in the part of the Contract Documents prepared by or for Engineer. No such provision or instruction shall be effective to assign to Owner, Engineer, or any of their officers, directors, members, partners, employees, agents, consultants, or subcontractors, any duty or authority to supervise or direct the performance of the Work or any duty or authority to undertake responsibility inconsistent with the provisions of the part of the Contract Documents prepared by or for Engineer.

3.03 Reporting and Resolving Discrepancies

A. *Reporting Discrepancies*:

1. *Contractor's Verification of Figures and Field Measurements*: Before undertaking each part of the Work, Contractor shall carefully study the Contract Documents, and check and verify pertinent figures and dimensions therein, particularly with respect to applicable field measurements. If the Work is being performed using the CMAR project delivery method, then Contractor shall promptly report in writing to Engineer and Owner any conflict, error, ambiguity, or discrepancy that Contractor discovers, or has actual knowledge of, and shall not proceed with any Work affected thereby until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer subject to Owner's approval, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01. If the Work is being performed using the Design-Build project delivery method, then Contractor shall promptly make such report to the Owner.

2. *Contractor's Review of Contract Documents*: If, before or during the performance of the Work, Contractor discovers any conflict, error, ambiguity, or discrepancy within the Contract Documents, or between the Contract Documents and (a) any applicable Law or Regulation, (b) actual field conditions, (c) any standard specification, manual, reference standard, or code, or (d) any instruction of any Supplier, then Contractor shall promptly report it to Engineer and Owner in writing. Contractor shall not proceed with the Work affected thereby (except in an emergency as required by Paragraph 7.15) until the conflict, error, ambiguity, or discrepancy is resolved, by a clarification or interpretation by Engineer subject to Owner's approval, or by an amendment or supplement to the Contract Documents issued pursuant to Paragraph 11.01.

3. Should Contractors perform the Work after discovery of such a conflict without reporting the conflict or before receipt of a clarification or interpretation by

Engineer, Contractor will be solely liable for any correction or other measures that may be required to overcome the conflict or bring the Work into compliance with the Contract Documents.

B. *Resolving Discrepancies*:

1. Except as may be otherwise specifically stated in the Contract Documents, the provisions of the part of the Contract Documents prepared by or for Engineer shall take precedence in resolving any conflict, error, ambiguity, or discrepancy between such provisions of the Contract Documents and:

a. the provisions of any standard specification, manual, reference standard, or code, or the instruction of any Supplier (whether or not specifically incorporated by reference as a Contract Document); or

b. the provisions of any Laws or Regulations applicable to the performance of the Work (unless such an interpretation of the provisions of the Contract Documents would result in violation of such Law or Regulation).

3.04 Requirements of the Contract Documents

A. During the performance of the Work and until final payment, Contractor and Owner shall submit via secure cloud-based construction management software application to the Engineer all matters in question concerning the requirements of the Contract Documents (sometimes referred to as requests for information or interpretation—RFIs), or relating to the acceptability of the Work under the Contract Documents, as soon as possible after such matters arise. Engineer will be the initial interpreter of the requirements of the Contract Documents, and judge of the acceptability of the Work thereunder. The Engineer will provide a recommendation to Owner who will ultimately approve or disapprove such Work.

B. Engineer will, with reasonable promptness and with Owner's prior written approval, render a written clarification, interpretation, or decision on the issue submitted, or initiate an amendment or supplement to the Contract Documents. Engineer's written clarification, interpretation, or decision will be final and binding on Contractor, unless it appeals by submitting a Change Proposal, and on Owner, unless it appeals by filing a Claim.

C. If a submitted matter in question concerns terms and conditions of the Contract Documents that do not involve (1) the performance or acceptability of the Work under the Contract Documents, (2) the design (as set forth in the Drawings, Specifications, or otherwise), or (3) other engineering or technical matters, then Engineer will promptly give written notice to Owner and Contractor that Engineer is unable to provide a decision or interpretation. If Owner and Contractor are unable to agree on resolution of such a matter in question, either party may pursue resolution as provided in Article 12.

ARTICLE 4 – COMMENCEMENT AND PROGRESS OF THE WORK

4.01 Commencement of Contract Times; Notice to Proceed

A. The Contract Times will commence upon issuance of notice to proceed..

4.02 Commencement of Performance

A. No Work shall be done at the Site prior to such date. Contractor may commence performance upon receipt of the Notice to Proceed and in accordance with any terms and dates contained therein.

4.03 Reference Points

A. Owner shall provide engineering surveys to establish reference points for construction which in Engineer's judgment are necessary to enable Contractor to proceed with the Work. Contractor shall be responsible for laying out the Work, shall protect and preserve the established reference points and property monuments, and shall make no changes or relocations without the prior written approval of Owner. Contractor shall report to Engineer whenever any reference point or property monument is lost or destroyed or requires relocation because of necessary changes in grades or locations, and shall be responsible for the accurate replacement or relocation of such reference points or property monuments by professionally qualified personnel.

B. Contractor shall note the location of all reference points and controls on a set of red-lined drawings or exhibits to be maintained at all time on the jobsite.

4.04 Progress Schedule

A. Contractor shall adhere to the Progress Schedule established in accordance with Paragraph 2.05 as it may be adjusted from time to time as provided below.

1. Contractor shall submit for Engineer's review and Owner's approval (to the extent indicated in Paragraph 2.05) proposed adjustments in the Progress Schedule that will not result in changing the Contract Times.

2. Contractor shall provide an updated cost loaded schedule with each Pay Application for Owner's review. Extensions to the Project Schedule that propose to increase Contract Time must be submitted for the Owner's approval and such approval must be reflected and memorialized in a written Change Order.

3. The Contractor shall maintain a current Progress Schedule at the Project site. The current Progress Schedule shall be displayed at the site and shall be available for use and reference by the Owner, Engineer, and Contractor. The Contractor shall have weekly meetings with the Owner where the current Progress Schedule is reviewed and evaluated based on work performed in the past week and planned work for the following week. Should the Progress Schedule require an update or amendment as a result of these meetings, the Progress Schedule provided with the subsequent Pay Application shall so indicate.

4. Proposed adjustments in the Progress Schedule that will change the Contract Times shall be submitted in accordance with the requirements of Article 11.

B. Contractor shall carry on the Work and adhere to the Progress Schedule during all disputes or disagreements with Owner. No Work shall be delayed or postponed pending resolution of any disputes or disagreements, or during any appeal process, except as permitted by Paragraph 16.04, or as Owner and Contractor may otherwise agree in writing.

4.05 Delays in Contractor's Progress

A. If Owner, Engineer, or anyone for whom Owner is responsible, delays, disrupts, or interferes with the performance or progress of the Work, then Contractor shall be entitled to an equitable adjustment in the Contract Time. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

B. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for delay, disruption, or interference caused by or within the control of Contractor. Delay, disruption, and interference attributable to and within the control of a Subcontractor or Supplier shall be deemed to be within the control of Contractor.

C. If Contractor's performance or progress is delayed, disrupted, or interfered with by unanticipated causes not the fault of and beyond the control of Owner, Contractor, and those for which they are responsible, then Contractor shall be entitled to an equitable adjustment in Contract Times. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times. Such an adjustment shall be Contractor's sole and exclusive remedy for the delays, disruption, and interference described in this paragraph. Causes of delay, disruption, or interference that may give rise to an adjustment in Contract Times under this paragraph include but are not limited to the following:

1. severe and unavoidable natural catastrophes such as fires, floods, epidemics, and earthquakes;
2. unusually severe weather conditions;
3. acts or failures to act of utility owners (other than those performing other work at or adjacent to the Site by arrangement with the Owner, as contemplated in Article 8); and
4. acts of war or terrorism.

D. Delays, disruption, and interference to the performance or progress of the Work resulting from the existence of a differing subsurface or physical condition, an Underground Facility that was not shown or indicated by the Contract Documents, or not shown or indicated with reasonable accuracy, and those resulting from Hazardous Environmental Conditions, are governed by Article 5.

E. Paragraph 8.03 governs delays, disruption, and interference to the performance or progress of the Work resulting from the performance of certain other work at or adjacent to the Site.

F. Contractor shall not be entitled to an adjustment in Contract Price or Contract Times for any delay, disruption, or interference if such delay is concurrent with a delay, disruption, or interference caused by or within the control of Contractor.

G. Contractor must submit any Change Proposal seeking an adjustment in Contract Times under this paragraph within 30 days of the commencement of the delaying, disrupting, or interfering event.

ARTICLE 5 – AVAILABILITY OF LANDS; SUBSURFACE AND PHYSICAL CONDITIONS; HAZARDOUS ENVIRONMENTAL CONDITIONS

5.01 Availability of Lands

A. Owner shall furnish the Site. Owner shall notify Contractor of any encumbrances or restrictions not of general application but specifically related to use of the Site with which Contractor must comply in performing the Work.

B. Upon reasonable written request, Owner shall furnish Contractor with a current statement of record legal title and legal description of the lands upon which permanent improvements are to be made and Owner's interest therein as necessary for giving notice of or filing a mechanic's or construction lien against such lands in accordance with applicable Laws and Regulations.

C. Contractor shall provide for all additional lands and access thereto that may be required for temporary construction facilities or storage of materials and equipment.

5.02 Use of Site and Other Areas

A. *Limitation on Use of Site and Other Areas*:

1. Contractor shall confine construction equipment, temporary construction facilities, the storage of materials and equipment, and the operations of workers to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas permitted by Laws and Regulations, and shall not unreasonably encumber the Site and such other adjacent areas with construction equipment or other materials or equipment. Contractor shall assume full responsibility for (a) damage to the Site; (b) damage to any such other adjacent areas used for Contractor's operations; (c) damage to any other adjacent land or areas; and (d) for injuries and losses sustained by the owners or occupants of any such land or areas; provided that such damage or injuries result from the performance of the Work or from other actions or conduct of the Contractor or those for which Contractor is responsible.

2. If a damage or injury claim is made by the owner or occupant of any such land or area because of the performance of the Work, or because of other actions or conduct of the Contractor or those for which Contractor is responsible, Contractor shall (a) take immediate corrective or remedial action as required by Paragraph 7.12, or otherwise; (b) promptly attempt to settle the claim as to all parties through negotiations with such owner or occupant, or otherwise resolve the claim by arbitration or other dispute resolution proceeding, or at law; and (c) TO THE FULLEST EXTENT PERMITTED BY LAWS AND REGULATIONS,

INDEMNIFY AND HOLD HARMLESS OWNER, ITS OFFICERS, DIRECTORS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS, CONSULTANTS AND SUBCONTRACTORS FROM AND AGAINST ANY SUCH CLAIM, AND AGAINST ALL COSTS, LOSSES, AND DAMAGES (INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF ENGINEERS, ARCHITECTS, ATTORNEYS, AND OTHER PROFESSIONALS AND ALL COURT OR ARBITRATION OR OTHER DISPUTE RESOLUTION COSTS) ARISING OUT OF OR RELATING TO ANY CLAIM OR ACTION, LEGAL OR EQUITABLE, BROUGHT BY ANY SUCH OWNER OR OCCUPANT AGAINST OWNER OR ANY OTHER PARTY INDEMNIFIED HEREUNDER TO THE EXTENT CAUSED DIRECTLY OR INDIRECTLY, IN WHOLE OR IN PART BY, OR BASED UPON, CONTRACTOR'S PERFORMANCE OF THE WORK, OR BECAUSE OF OTHER ACTIONS OR CONDUCT OF THE CONTRACTOR OR THOSE FOR WHICH CONTRACTOR IS RESPONSIBLE.

B. *Removal of Debris During Performance of the Work*: During the progress of the Work the Contractor shall keep the Site and other adjacent areas free from accumulations of waste materials, rubbish, and other debris. Removal and disposal of such waste materials, rubbish, and other debris shall conform to applicable Laws and Regulations. If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and Owner shall be entitled to reimbursement from the Contractor.

C. *Cleaning*: Prior to Substantial Completion of the Work Contractor shall clean the Site and the Work and make it ready for utilization by Owner. At the completion of the Work Contractor shall remove from the Site and adjacent areas all tools, appliances, construction equipment and machinery, and surplus materials and shall restore to original condition all property not designated for alteration by the Contract Documents.

D. *Loading of Structures*: Contractor shall not load nor permit any part of any structure to be loaded in any manner that will endanger the structure, nor shall Contractor subject any part of the Work or adjacent structures or land to stresses or pressures that will endanger them.

5.03 Subsurface and Physical Conditions

A. Contractor accepts the responsibility to satisfy itself as to the soil conditions and nature and type of geological formations in and through which this Project will be constructed. Such information as may be obtained from the test borings and accompanying notations shown on the plans is merely for the guidance of the Contractor and is not to be construed in any manner as a guarantee by the Owner that such conditions of sub-surface strata are infallible.

B. Contractor waives any and all rights to make a claim against Owner relating to representations related to geotechnical data provided in the contract documents, plans and specifications for an amount above any time and price adjustments pursuant to Article 11 due to differing site conditions. The locations of the test holes, if applicable, are shown in the Geotechnical Report. Logs of these test holes are included in the Geotechnical Report. Test holes information represents subsurface characteristics to the

extent indicated and only for the point location of the test hole. Contractor shall make its own interpretation of the character and condition of the materials, which will be encountered. Contractor may, at its own expense, make additional surveys and investigations as it may deem necessary to determine conditions, which will affect performance of the Work.

C. *Reports and Drawings*: Owner will identify to the Contractor:

1. any reports known to Owner of explorations and tests of subsurface conditions at or adjacent to the Site;

2. any drawings known to Owner of physical conditions relating to existing surface or subsurface structures at the Site (except Underground Facilities); and

3. Technical Data contained in such reports and drawings.

D. *Reliance by Contractor on Technical Data Authorized*: Contractor may rely upon the accuracy of the Technical Data expressly identified by Owner with respect to such reports and drawings, but such reports and drawings are not Contract Documents. If no such express identification has been made, then Contractor may rely upon the accuracy of the Technical Data (as defined in Article 1) contained in any geotechnical or environmental report prepared for the Project and made available to Contractor. Except for such reliance on Technical Data, Contractor may not rely upon or make any claim against Owner with respect to:

1. the completeness of such reports and drawings for Contractor's purposes, including, but not limited to, any aspects of the means, methods, techniques, sequences, and procedures of construction to be employed by Contractor, and safety precautions and programs incident thereto; or

2. other data, interpretations, opinions, and information contained in such reports or shown or indicated in such drawings; or

3. any Contractor interpretation of or conclusion drawn from any Technical Data or any such other data, interpretations, opinions, or information.

5.04 Differing Subsurface or Physical Conditions

A. *Notice by Contractor*: If Contractor believes that any subsurface or physical condition that is uncovered or revealed at the Site either:

1. is of such a nature as to establish that any Technical Data on which Contractor is entitled to rely as provided in Paragraph 5.03 is materially inaccurate; or

2. is of such a nature as to require a change in the Drawings or Specifications; or

3. differs materially from that shown or indicated in the Contract Documents; or

4. is of an unusual nature, and differs materially from conditions ordinarily encountered and generally recognized as inherent in work of the character provided for in the Contract Documents;

then Contractor shall, promptly after becoming aware thereof and before further disturbing the subsurface or physical conditions or performing any Work in connection

therewith (except in an emergency as required by Paragraph 7.15), notify Owner and Engineer in writing about such condition. Contractor shall not further disturb such condition or perform any Work in connection therewith (except with respect to an emergency) until receipt of a written statement permitting Contractor to do so.

B. *Engineer's Review*: After receipt of written notice as required by the preceding paragraph, Engineer will promptly review the subsurface or physical condition in question; conclude whether the condition falls within any one or more of the differing site condition categories in Paragraph 5.04.A above; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the subsurface or physical condition in question and the need for any change in the Drawings or Specifications; and advise Owner in writing of Engineer's findings, conclusions, and recommendations.

C. *Owner's Statement to Contractor Regarding Site Condition*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the subsurface or physical condition in question, addressing the resumption of Work in connection with such condition, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations, in whole or in part.

D. *Possible Price and Times Adjustments*:

1. Contractor shall be entitled to an equitable adjustment in Contract Times and Contract Price to the extent that the existence of a differing subsurface or physical condition, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's time required for performance of the Work; subject, however, to the following:

    a. such condition must fall within any one or more of the categories described in Paragraph 5.04.A;

    b. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times.

2. Contractor shall not be entitled to any adjustment in the Contract Price and Contract Times with respect to a subsurface or physical condition if:

    a. Contractor knew of the existence of such condition at the time Contractor submitted its Bid or entered into the Agreement with Owner for the Project; or

    b. the existence of such condition reasonably could have been discovered or revealed as a result of any examination, investigation, exploration, test, or study of the Site and contiguous areas expressly required by the Bidding Requirements or Contract Documents to be conducted by or for Contractor prior to Contractor's making such commitment; or

    c. Contractor failed to give the written notice as required by Paragraph 5.04.A.

3. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Times and Contract Price, then any such adjustment shall be set forth in a Change Order.

4. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Times and Contract Price, no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the subsurface or physical condition in question.

5.05 Underground Facilities

A. *Contractor's Responsibilities*: The information and data shown or indicated in the Contract Documents with respect to existing Underground Facilities at or adjacent to the Site is based on information and data furnished to Owner or Engineer by the owners of such Underground Facilities, including Owner, or by others. Unless it is otherwise expressly provided in the Contract Documents:

1. Owner and Engineer do not warrant or guarantee the accuracy or completeness of any such information or data provided by others; and

2. the cost of all of the following will be included in the Contract Price, and Contractor shall have full responsibility for:

a. reviewing and checking all information and data regarding existing Underground Facilities at the Site;

b. locating all Underground Facilities shown or indicated in the Contract Documents as being at the Site;

c. coordination of the Work with the owners (including Owner) of such Underground Facilities, during construction; and

d. the safety and protection of all existing Underground Facilities at the Site, and repairing any damage thereto resulting from the Work.

B. *Notice by Contractor*: If Contractor believes that an Underground Facility that is uncovered or revealed at the Site was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, then Contractor shall, promptly after becoming aware thereof and before further disturbing conditions affected thereby or performing any Work in connection therewith (except in an emergency as required by Paragraph 7.15), identify the owner of such Underground Facility and give written notice to that owner and to Owner and Engineer.

C. *Engineer's Review*: Engineer will promptly review the Underground Facility and conclude whether such Underground Facility was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy; obtain any pertinent cost or schedule information from Contractor; prepare recommendations to Owner regarding the Contractor's resumption of Work in connection with the Underground Facility in question; determine the extent, if any, to which a change is required in the Drawings or Specifications to reflect and document the consequences of the existence or location of the Underground Facility; and advise Owner in writing of Engineer's findings,

conclusions, and recommendations. During such time, Contractor shall be responsible for the safety and protection of such Underground Facility.

D. *Owner's Statement to Contractor Regarding Underground Facility*: After receipt of Engineer's written findings, conclusions, and recommendations, Owner shall issue a written statement to Contractor (with a copy to Engineer) regarding the Underground Facility in question, addressing the resumption of Work in connection with such Underground Facility, indicating whether any change in the Drawings or Specifications will be made, and adopting or rejecting Engineer's written findings, conclusions, and recommendations in whole or in part.

E. *Possible Times Adjustments*:

1. Contractor shall be entitled to an equitable adjustment in the Contract Times, to the extent that any existing Underground Facility at the Site that was not shown or indicated in the Contract Documents, or was not shown or indicated with reasonable accuracy, or any related delay, disruption, or interference, causes an increase or decrease in Contractor's time required for, performance of the Work; subject, however, to the following:

a. Contractor did not know of and could not reasonably have been expected to be aware of or to have anticipated the existence or actual location of the Underground Facility in question;

b. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times; and

c. Contractor gave the notice required in Paragraph 5.05.B.

2. If Owner and Contractor agree regarding Contractor's entitlement to and the amount or extent of any adjustment in the Contract Times then any such adjustment shall be set forth in a Change Order.

3. Contractor may submit a Change Proposal regarding its entitlement to or the amount or extent of any adjustment in the Contract Times no later than 30 days after Owner's issuance of the Owner's written statement to Contractor regarding the Underground Facility in question.

5.06 Hazardous Environmental Conditions at Site

A. Contractor shall be responsible for removing or remediating any Hazardous Environmental Condition encountered, uncovered, or revealed at the Site regardless of whether such removal or remediation is expressly identified in the Contract Documents to be within the scope of the Work. Contractor may submit a Change Proposal pursuant to Article 11 regarding its entitlement to any adjustments in the Contract Price and or Contract Time for any associated cost for removal or remediation only if the Hazardous Environmental Condition encountered, uncovered, or revealed at the Site was not brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible.

B. Contractor shall be responsible for controlling, containing, and duly removing all Constituents of Concern brought to the Site by Contractor, Subcontractors, Suppliers, or anyone else for whom Contractor is responsible, and for any associated costs; and for the costs of removing and remediating any Hazardous Environmental Condition created by the presence of any such Constituents of Concern.

C. If Contractor encounters, uncovers, or reveals a Hazardous Environmental Condition whose removal or remediation is not expressly identified in the Contract Documents as being within the scope of the Work, or if Contractor or anyone for whom Contractor is responsible creates a Hazardous Environmental Condition, then Contractor shall immediately: (1) secure or otherwise isolate such condition; (2) stop all Work in connection with such condition and in any area affected thereby (except in an emergency as required by Paragraph 7.15); and (3) notify Owner and Engineer (and promptly thereafter confirm such notice in writing). Owner shall promptly consult with Engineer concerning the necessity for Owner to retain a qualified expert to evaluate such condition or take corrective action, if any. Promptly after consulting with Engineer, Owner shall take such actions as are necessary to permit Owner to timely obtain required permits and provide Contractor the written notice required by Paragraph 5.06.F. If Contractor or anyone for whom Contractor is responsible created the Hazardous Environmental Condition in question, then Owner may remove and remediate the Hazardous Environmental Condition, and deduct all costs incurred from the contract balance or if no contract balance, may file a claim for costs.

D. Contractor shall not resume Work in connection with such Hazardous Environmental Condition or in any affected area until after Owner has obtained any required permits related thereto, and delivered written notice to Contractor either (1) specifying that such condition and any affected area is or has been rendered safe for the resumption of Work, or (2) specifying any special conditions under which such Work may be resumed safely.

E. If Owner and Contractor cannot agree as to entitlement to or on the amount or extent, if any, of any adjustment in Contract Price or Contract Times, or both, as a result of such Work stoppage or such special conditions under which Work is agreed to be resumed by Contractor, then within 30 days of Owner's written notice regarding the resumption of Work, Contractor may submit a Change Proposal, or Owner may impose a set-off.

F. If after receipt of such written notice Contractor does not agree to resume such Work based on a reasonable belief it is unsafe, or does not agree to resume such Work under such special conditions, then Owner may order the portion of the Work that is in the area affected by such condition to be deleted from the Work, following the contractual change procedures in Article 11. Owner may have such deleted portion of the Work performed by Owner's own forces or others in accordance with Article 8.

G. TO THE FULLEST EXTENT PERMITTED BY LAWS AND REGULATIONS, CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS OWNER AND ITS OFFICERS, DIRECTORS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS, AND CONSULTANTS FROM AND AGAINST ALL CLAIMS, COSTS, LOSSES, AND DAMAGES (INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF ENGINEERS, ARCHITECTS, ATTORNEYS, AND OTHER PROFESSIONALS AND ALL COURT OR ARBITRATION OR OTHER DISPUTE

RESOLUTION COSTS) ARISING OUT OF OR RELATING TO THE FAILURE TO CONTROL, CONTAIN, OR REMOVE A CONSTITUENT OF CONCERN BROUGHT TO THE SITE BY CONTRACTOR OR BY ANYONE FOR WHOM CONTRACTOR IS RESPONSIBLE, OR TO A HAZARDOUS ENVIRONMENTAL CONDITION CREATED BY CONTRACTOR OR BY ANYONE FOR WHOM CONTRACTOR IS RESPONSIBLE.

H. The provisions of Paragraphs 5.03, 5.04, and 5.05 do not apply to the presence of Constituents of Concern or to a Hazardous Environmental Condition uncovered or revealed at the Site.

ARTICLE 6 – BONDS AND INSURANCE

6.01 Performance, Payment, and Other Bonds

A. Contractor shall furnish a performance bond and a payment bond in accordance with chapter 2253 of the Texas Government Code. Contractor shall also furnish such other bonds as are required by other specific provisions of the Contract.

B. A bond signed by an agent or attorney-in-fact must be accompanied by a certified copy of that individual's authority to bind the surety. The evidence of authority shall show that it is effective on the date the agent or attorney-in-fact signed the accompanying bond.

C. Contractor shall obtain the required bonds in a form acceptable to Owner. The surety on the bonds must be duly licensed or authorized in the jurisdiction in which the Project is located to issue bonds in the required amounts.

D. If the surety on a bond furnished by Contractor is declared bankrupt or becomes insolvent, or its right to do business is terminated in Texas, or the surety ceases to meet the requirements above, then Contractor shall promptly notify Owner and Engineer and shall, within 20 days after the event giving rise to such notification, provide bonds from another surety, all of which shall comply with the requirements above.

E. If Contractor has failed to obtain a required bond, Owner may exclude the Contractor from the Site and exercise Owner's termination rights under Article 16.

6.02 Insurance—General Provisions

A. Owner is self-insured as a municipality of the State of Texas.

B. Contractor shall provide all insurance with required by Exhibit A to these General Conditions, Owner's Insurance Requirements.

ARTICLE 7 – CONTRACTOR'S RESPONSIBILITIES

7.01 Supervision and Superintendence

A. Contractor shall supervise, inspect, and direct the Work competently and efficiently, devoting such attention thereto and applying such skills and expertise as may be necessary to perform the Work in accordance with the Contract Documents. Contractor shall be solely responsible for the means, methods, techniques, sequences, and procedures of

construction, unless the Contract Documents give other specific instructions concerning these matters.

B. The Contractor shall be responsible for inspection of portions of Work already performed to determine that such portions are in proper condition to receive subsequent Work.

C. At all times during the progress of the Work, Contractor shall keep a competent resident superintendent who shall not be replaced without written consent of Owner. Such consent shall not be unreasonably withheld. The superintendent shall supervise and direct all portions of the Work.

7.02 Labor; Working Hours

A. Contractor shall provide competent, suitably qualified personnel to survey and lay out the Work and perform construction as required by the Contract Documents. Contractor shall at all times maintain good discipline and order at the Site.

B. Except as otherwise required for the safety or protection of persons or the Work or property at the Site or adjacent thereto, and except as otherwise stated in the Contract Documents, all Work at the Site shall be performed during regular working hours, Monday through Friday. Contractor will not perform Work on a Saturday, Sunday, or any legal holiday. Contractor may perform Work outside regular working hours or on Saturdays, Sundays, or legal holidays only with Owner's written consent, which will not be unreasonably withheld.

C. Prevailing Wages must be paid to all laborers on the Project. Contractor shall provide and pay for labor in accordance with the prevailing wage in the locality and shall not pay less than the prevailing wage. The City of El Paso has performed and requires the use of its Wage Rate Determination. Such wage rate determination is available to Contractor and shall be the basis of any bids and payments to labor for the Project. If the Project involves federal funding, the Contractor is required to pay the higher wage as between the El Paso wage rate determination and the rates published by the U.S. Department of Labor pursuant to the Davis-Bacon Act.

D. Certified payrolls demonstrating compliance with the prevailing wage requirements shall be maintained by the Contractor and all Subcontractors performing the Work. The Contractor is required to submit to the Owner a copy of all certified payrolls for any pay period with each Pay Application. Pursuant to Chapter 2258, Texas Government Codes, the Contractor shall forfeit as a penalty to the City of El Paso sixty dollars ($60.00) for each laborer, workman or mechanic employed, for each calendar day, or portion thereof such laborer, workman or mechanic is paid less than the said stipulated rates for any work done under this contract, by him, or by any subcontractor under him. Furthermore, failure to provide certified payrolls may be grounds for withholding of funds and default as provided in sections 15.01 and 15.06 herein.

7.03 Services, Materials, and Equipment

A. Unless otherwise specified in the Contract Documents, Contractor shall provide and assume full responsibility for all services, materials, equipment, labor, transportation, construction equipment and machinery, tools, appliances, fuel, power, light, heat, telephone, water, sanitary facilities, temporary facilities, and all other facilities and

incidentals necessary for the performance, testing, start up, and completion of the Work, whether or not such items are specifically called for in the Contract Documents.

B. All materials and equipment incorporated into the Work shall be of good quality and new, except as otherwise provided in the Contract Documents. All special warranties and guarantees required by the Specifications shall expressly run to the benefit of Owner. If required by Engineer or Owner, Contractor shall furnish satisfactory evidence (including reports of required tests) as to the source, kind, and quality of materials andequipment.

C. All materials and equipment shall be stored, applied, installed, connected, erected, protected, used, cleaned, and conditioned in accordance with instructions of the applicable Supplier, except as otherwise may be provided in the Contract Documents.

7.04 "Or Equals"

A. Whenever an item of material or equipment is specified or described in the Contract Documents by using the name of a proprietary item or the name of a particular Supplier, the Contract Price has been based upon Contractor furnishing such item as specified. The specification or description of such an item is intended to establish the type, function, appearance, and quality required. Unless the specification or description contains or is followed by words reading that no like, equivalent, or "or equal" item is permitted, Contractor may request that Engineer recommend the use of other items of material or equipment, or items from other proposed suppliers savingunder the circumstances described below and subject to written approval by Owner.

1. If Engineer in its discretion determines that an item of material or equipment proposed by Contractor is functionally equal to that named and sufficiently similar so that no change in related Work will be required, and provided Owner has authorized such determination, Engineer shall deem it an "or equal" item. For the purposes of this paragraph, a proposed item of material or equipment will be considered functionally equal to an item so named if:

   a. in the exercise of reasonable judgment Engineer determines that:

      1) it is at least equal in materials of construction, quality, durability, appearance, strength, and design characteristics;

      2) it will reliably perform at least equally well the function and achieve the results imposed by the design concept of the completed Project as a functioning whole;

      3) it has a proven record of performance and availability of responsive service; and

      4) it is not objectionable to Owner.

   b. Contractor certifies that, if approved and incorporated into the Work:

      1) there will be no increase in cost to the Owner or increase in Contract Times; and

      2) it will conform substantially to the detailed requirements of the item named in the Contract Documents.

B. *Contractor's Expense*: Contractor shall provide all data in support of any proposed "or equal" item at Contractor's expense.

C. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each "or-equal" request. Engineer may require Contractor to furnish additional data about the proposed "or-equal" item. Engineer will be the judge of acceptability, subject to Owner's approval. No "or-equal" item will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an "or-equal", which will be evidenced by an approved Shop Drawing or other written communication. Engineer will advise Contractor in writing of any negative determination. Use of an unapproved "or-equal" item will render such Work defective and will be subject to Article 14 provisions.

D. *Effect of Engineer's Determination*: Neither approval nor denial of an "or-equal" request shall result in any change in Contract Price. The Engineer's denial of an "or-equal" request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.

E. *Treatment as a Substitution Request*: If Engineer determines that an item of material or equipment proposed by Contractor does not qualify as an "or-equal" item, Contractor may request that Engineer considered the proposed item as a substitute pursuant to Paragraph 7.05.

7.05 Substitutes

A. Unless the specification or description of an item of material or equipment required to be furnished under the Contract Documents contains or is followed by words reading that no substitution is permitted, Contractor may request that Engineer, with Owner's approval, authorize the use of other items of material or equipment under the circumstances described below. To the extent possible such requests shall be made before commencement of related construction at the Site.

1. Contractor shall submit sufficient information as provided below to allow Engineer to determine if the item of material or equipment proposed is functionally equivalent to that named and an acceptable substitute therefor. Engineer will not accept requests for review of proposed substitute items of material or equipment from anyone other than Contractor.

2. The requirements for review by Engineer will be as set forth in Paragraph 7.05.B, as supplemented by the Specifications, and as Engineer may decide is appropriate under the circumstances.

3. Contractor shall make written application to Engineer for review of a proposed substitute item of material or equipment that Contractor seeks to furnish or use. The application:

    a. shall certify that the proposed substitute item will:

        1) perform adequately the functions and achieve the results called for by the general design,

        2) be similar in substance to that specified, and

3) be suited to the same use as that specified.

b. will state:

1) the extent, if any, to which the use of the proposed substitute item will necessitate a change in Contract Times,

2) whether use of the proposed substitute item in the Work will require a change in any of the Contract Documents (or in the provisions of any other direct contract with Owner for other work on the Project) to adapt the design to the proposed substitute item, and

3) whether incorporation or use of the proposed substitute item in connection with the Work is subject to payment of any license fee or royalty.

c. will identify:

1) all variations of the proposed substitute item from that specified, and

2) available engineering, sales, maintenance, repair, and replacement services.

d. shall contain an itemized estimate of all costs or credits that will result directly or indirectly from use of such substitute item, including but not limited to changes in Contract Price, shared savings, costs of redesign, and claims of other contractors affected by any resulting change.

B. *Engineer's Evaluation and Determination*: Engineer will be allowed a reasonable time to evaluate each substitute request, and to obtain comments and direction from Owner. Engineer will be the judge of acceptability. Subject to Owner's approval, no substitute will be ordered, furnished, installed, or utilized until Engineer's review is complete and Engineer determines that the proposed item is an acceptable substitute. Engineer's determination will be evidenced by a Field Order or a proposed Change Order accounting for the substitution itself and all related impacts, including changes in Contract Price or Contract Times. Engineer will advise Contractor in writing of any negative determination.

C. *Special Guarantee*: Owner may require Contractor to furnish at Contractor's expense a special performance guarantee or other surety with respect to any substitute.

D. *Contractor's Expense*: Contractor shall provide all data in support of any proposed substitute at Contractor's expense.

E. *Effect of Engineer's Determination*: If Engineer and Owner approve the substitution request, Contractor shall execute the proposed Change Order and proceed with the substitution. The Engineer's denial of a substitution request shall be final and binding, and may not be reversed through an appeal under any provision of the Contract Documents.

7.06 Concerning Subcontractors, Suppliers, and Others

A. Prior to entry into any binding subcontract or purchase order, Contractor shall submit to Owner the identity of the proposed Subcontractor or Supplier (unless Owner has already deemed such proposed Subcontractor or Supplier acceptable, during the bidding process or otherwise). Such proposed Subcontractor or Supplier shall be deemed acceptable to Owner unless Owner raises a substantive, reasonable objection within five days.

B. No acceptance by Owner of any such Subcontractor, Supplier, or other individual or entity, whether initially or as a replacement, shall constitute a waiver of the right of Owner to the completion of the Work in accordance with the Contract Documents.

C. On a monthly basis Contractor shall submit to Engineer a complete list of all Subcontractors and Suppliers having a direct contract with Contractor, and of all other Subcontractors and Suppliers known to Contractor at the time of submittal.

D. Contractor shall be fully responsible to Owner and Engineer for all acts and omissions of the Subcontractors, Suppliers, and other individuals or entities performing or furnishing any of the Work just as Contractor is responsible for Contractor's own acts and omissions.

E. Contractor shall be solely responsible for pull planning scheduling and coordinating the work of Subcontractors, Suppliers, and all other individuals or entities performing or furnishing any of the Work.

F. Contractor shall restrict all Subcontractors, Suppliers, and such other individuals or entities performing or furnishing any of the Work from communicating with Engineer or Owner, except through Contractor or in case of an emergency, or as otherwise expressly allowed herein.

G. The divisions and sections of the Specifications and the identifications of any Drawings shall not control Contractor in dividing the Work among Subcontractors or Suppliers or delineating the Work to be performed by any specific trade.

H. All Work performed for Contractor by a Subcontractor or Supplier shall be pursuant to an appropriate contractual agreement that specifically binds the Subcontractor or Supplier to the applicable terms and conditions of the Contract Documents for the benefit of Owner.

I. Owner may furnish to any Subcontractor or Supplier, to the extent practicable, information about amounts paid to Contractor on account of Work performed for Contractor by the particular Subcontractor or Supplier.

J. If the construction manager at risk project delivery method is being utilized, the award of all Subcontracts shall be subject to the provisions governing competitive bidding of scopes of work in Texas Government Code Chapter 2269 and the applicable terms contained in the Agreement executed by the Parties.

7.07 Patent Fees and Royalties

A. Contractor shall pay all license fees and royalties and assume all costs incident to the use in the performance of the Work or the incorporation in the Work of any invention, design, process, product, or device which is the subject of patent rights or copyrights held by others. If a particular invention, design, process, product, or device is specified in the Contract Documents for use in the performance of the Work and if, to the actual knowledge of Owner or Engineer, its use is subject to patent rights or copyrights calling for the payment of any license fee or royalty to others, the existence of such rights shall be disclosed by Owner in the Contract Documents. However, if the Contractor has reason to believe that the design, process or product required by the Owner is an infringement of a copyright or a patent, the Contractor shall be responsible for such any

loss on account thereof, unless such information is promptly furnished to the Owner. If the Owner receives notice from a patent or copyright owner of an alleged violation of a patent or copyright, attributable to the Contractor, the Owner shall give prompt written notice to the Contractor.

B. TO THE FULLEST EXTENT PERMITTED BY LAWS AND REGULATIONS, CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS OWNER, ITS OFFICERS, DIRECTORS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS, AND CONSULTANTS OF EACH AND ANY OF THEM FROM AND AGAINST ALL CLAIMS, COSTS, LOSSES, AND DAMAGES (INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF ENGINEERS, ARCHITECTS, ATTORNEYS, AND OTHER PROFESSIONALS AND ALL COURT OR ARBITRATION OR OTHER DISPUTE RESOLUTION COSTS) ARISING OUT OF OR RELATING TO ANY INFRINGEMENT OF PATENT RIGHTS OR COPYRIGHTS INCIDENT TO THE USE IN THE PERFORMANCE OF THE WORK OR RESULTING FROM THE INCORPORATION IN THE WORK OF ANY INVENTION, DESIGN, PROCESS, PRODUCT, OR DEVICE NOT SPECIFIED IN THE CONTRACT DOCUMENTS.

7.08 Permits

A. Unless otherwise provided in the Contract Documents, Contractor shall obtain and pay for all construction permits, licenses, fees, and inspections by government agencies, necessary for proper execution of the Work and Substantial Completion of the Project. The Owner will waive the fees for any permits, licenses, and inspections issued by the City of El Paso. Contractor will be responsible for all utility costs and for re inspection fees.

7.09 Taxes

A. The Owner enjoys tax-exempt status as a municipality. To enjoy the cost-savings benefits of its tax-exempt status, the Owner will provide a Tax Exemption Certificate to the Contractor for use on the Project. The Contractor shall use that certificate to exempt any purchases made for the Work from taxes. All savings for the tax-exempt status will be passed on to the Owner by the Contractor. The Contractor agrees to bind all Subcontractors of any tier to the obligation to present and use the Tax Exemption Certificate and pass all savings to the Owner.

7.10 Laws and Regulations

A. Contractor shall give all notices required by and shall comply with all Laws and Regulations applicable to the performance of the Work. Except where otherwise expressly required by applicable Laws and Regulations, neither Owner nor Engineer shall be responsible for monitoring Contractor's compliance with any Laws or Regulations.

B. If Contractor performs any Work or takes any other action knowing or having reason to know that it is contrary to Laws or Regulations, Contractor shall bear all resulting costs and losses. However, Contractor has no responsibility or liability for determining whether the Work as described in the Contract Documents complies with applicable Laws or Regulations.

7.11 Record Documents

A. Contractor shall maintain in a secure cloud-based construction management software application and in safe place at the Site one printed record copy of all Drawings, Specifications, Schedules, Addenda, Meeting Agenda, Meeting Minutes, Project Financials Change Orders, Work Change Directives, Field Orders, Test Result, owner provided test results, owner provided field reports, Field Inspection Report, written interpretations and clarifications, and approved Shop Drawings. Contractor shall keep such record documents in good order and annotate them to show changes made during construction. These record documents, together with all approved Samples, will be available to Engineer and Owner for reference. Upon completion of the Work, Contractor shall deliver these record documents to Owner. Delivery of a complete set of record documents to Owner is a condition precedent to Final Completion.

7.12 Safety and Protection

A. Contractor shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the Work. Contractor shall comply with all Laws and Regulations regarding safety and shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury, or loss to:

1. all persons on the Site or who may be affected by the Work;
2. all the Work and materials and equipment to be incorporated therein, whether in storage on or off the Site; and
3. other property at the Site or adjacent thereto, including trees, shrubs, lawns, walks, pavements, roadways, structures, other work in progress, utilities, and Underground Facilities not designated for removal, relocation, or replacement in the course of construction.

B. Contractor shall notify Owner; the owners of adjacent property, Underground Facilities, and other utilities; and other contractors and utility owners performing work at or adjacent to the Site, when prosecution of the Work may affect them, and shall cooperate with them in the protection, removal, relocation, and replacement of their property or work in progress.

C. Contractor shall comply with the applicable requirements of Owner's safety programs, if any.

D. Contractor shall inform Owner and Engineer of the specific requirements of Contractor's safety program with which Owner's and Engineer's employees and representatives must comply while at the Site.

E. All damage, injury, or loss to any property referred to in Paragraph 7.12.A.2 or 7.12.A.3 caused, directly or indirectly, in whole or in part, by Contractor, any Subcontractor, Supplier, or any other individual or entity directly or indirectly employed by any of them to perform any of the Work, or anyone for whose acts any of them may be liable, shall be remedied by Contractor at its expense (except damage or loss attributable to the fault of Drawings or Specifications or to the acts or omissions of Owner or Engineer or anyone employed by any of them, or anyone for whose acts any of them may be liable, and not attributable, directly or indirectly, in whole or in part, to the fault or negligence of

Contractor or any Subcontractor, Supplier, or other individual or entity directly or indirectly employed by any of them).

F. Contractor's duties and responsibilities for safety and protection shall continue until such time as all the Work is completed and Engineer has issued a notice to Owner and Contractor in accordance with Paragraph 15.06.B that the Work is acceptable (except as otherwise expressly provided in connection with Substantial Completion).

G. Contractor's duties and responsibilities for safety and protection shall resume whenever Contractor or any Subcontractor or Supplier returns to the Site to fulfill warranty or correction obligations, or to conduct other tasks arising from the Contract Documents.

7.13 Safety Representative

A. Contractor shall designate a qualified and experienced safety representative at the Site whose duties and responsibilities shall be the prevention of accidents and the maintaining and supervising of safety precautions and programs.

7.14 Hazard Communication Programs

A. Contractor shall be responsible for coordinating any exchange of material safety data sheets or other hazard communication information required to be made available to or exchanged between or among employers at the Site in accordance with Laws or Regulations.

7.15 Emergencies

A. In emergencies affecting the safety or protection of persons or the Work or property at the Site or adjacent thereto, Contractor is obligated to act to prevent threatened damage, injury, or loss. Contractor shall give Owner prompt written notice if Contractor believes that any significant changes in the Work or variations from the Contract Documents have been caused thereby or are required as a result thereof. Upon recommendation provided by Engineer, if Owner determines that a change in the Contract Documents is required because of the action taken by Contractor in response to such an emergency, a Work Change Directive or Change Order will be issued.

B. In the event there is an accident involving injury to any individual on or near the Work, the Contractor shall notify Owner's Representative within twenty-four (24) hours of the event and shall be responsible for recording the location of the event and the circumstances surrounding the event through photographs, interviewing witnesses, obtaining medical reports and other documentation that describes the event. Copies of such documentation shall be provided to Owner, for the Owner's and Engineer's records, within forty-eight (48) hours of the event. Nothing in this section will relieve Contractor of its obligations and responsibilities with respect to an injury under any state and federal laws and regulations.

7.16 Shop Drawings, Samples, and Other Submittals

A. *Shop Drawing and Sample Submittal Requirements*:

1. Before submitting a Shop Drawing or Sample, Contractor shall have:

a. Reviewed, approved and coordinated the Shop Drawing or Sample with other Shop Drawings and Samples and with the requirements of the Work and the

Contract Documents;

b. determined and verified all field measurements, quantities, dimensions, specified performance and design criteria, installation requirements, materials, catalog numbers, and similar information with respect thereto;

c. determined and verified the suitability of all materials and equipment offered with respect to the indicated application, fabrication, shipping, handling, storage, assembly, and installation pertaining to the performance of the Work; and

d. determined and verified all information relative to Contractor's responsibilities for means, methods, techniques, sequences, and procedures of construction, and safety precautions and programs incident thereto.

2. Each submittal shall bear a stamp or specific written certification that Contractor has satisfied Contractor's obligations under the Contract Documents with respect to Contractor's review of that submittal, and that Contractor approves the submittal.

3. With each submittal, Contractor shall give Engineer specific written notice of any variations that the Shop Drawing or Sample may have from the requirements of the Contract Documents. This notice shall be set forth in a written communication separate from the Shop Drawings or Sample submittal; and, in addition, in the case of Shop Drawings by a specific notation made on each Shop Drawing submitted to Engineer for review and approval of each such variation.

B. *Submittal Procedures for Shop Drawings and Samples*: Contractor shall submit Shop Drawings and Samples to Engineer for review and Owner's approval in accordance with the accepted Schedule of Submittals. Each submittal will be identified as Engineer may require.

1. *Shop Drawings*:

a. Contractor shall submit the number of copies required in the Specifications.

b. Data shown on the Shop Drawings will be complete with respect to quantities, dimensions, specified performance and design criteria, materials, and similar data to show Engineer the services, materials, and equipment Contractor proposes to provide and to enable Engineer to review the information for the limited purposes required by Paragraph 7.16.D.

2. *Samples*:

a. Contractor shall submit the number of Samples required in the Specifications.

b. Contractor shall clearly identify each Sample as to material, Supplier, pertinent data such as catalog numbers, the use for which intended and other data as Engineer may require to enable Engineer to review the submittal for the limited purposes required by Paragraph 7.16.D.

3. Where a Shop Drawing or Sample is required by the Contract Documents or the Schedule of Submittals, any related Work performed prior to Engineer's and Owner's review and approval of the pertinent submittal will be at the sole expense and responsibility of Contractor.

C. *Other Submittals*: Contractor shall submit other submittals to Engineer in accordance with the accepted Schedule of Submittals, and pursuant to the applicable terms of the Specifications.

D. *Engineer's Review*:

1. Engineer will provide timely review of Shop Drawings and Samples in accordance with the Schedule of Submittals acceptable to Engineer and Owner. Engineer's review and approval will be only to determine if the items covered by the submittals will, after installation or incorporation in the Work, conform to the information given in the Contract Documents and be compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents.

2. Engineer's and Owner's review and approval of a Shop Drawing or Sample shall not relieve Contractor from responsibility for any variation from the requirements of the Contract Documents unless Contractor has complied with the requirements of Paragraph 7.16.A.3 and Engineer has given written approval of each such variation by specific written notation thereof incorporated in or accompanying the Shop Drawing or Sample. Engineer will document any such approved variation from the requirements of the Contract Documents in a Field Order.

3. Engineer's review and approval of a Shop Drawing or Sample, or of a variation from the requirements of the Contract Documents, shall not, under any circumstances, change the Contract Times or Contract Price, unless such changes are included in a Change Order.

4. Neither Engineer's receipt, review, acceptance or approval of a Shop Drawing, Sample, or other submittal shall result in such item becoming a Contract Document.

5. Contractor shall perform the Work in compliance with the requirements and commitments set forth in approved Shop Drawings and Samples, subject to the provisions of Paragraph 7.16.D.4.

E. *Resubmittal Procedures*:

1. Contractor shall make corrections required by Engineer or Owner and shall return the required number of corrected copies of Shop Drawings and submit, as required, new Samples for review and approval. Contractor shall direct specific attention in writing to revisions other than the corrections called for by Engineer on previous submittals.

2. Contractor shall furnish required submittals with sufficient information and accuracy to obtain required approval of an item with no more than three submittals. Engineer will record Engineer's time for reviewing a fourth or subsequent submittal of a Shop Drawings, sample, or other item requiring approval, and Contractor shall be responsible for Engineer's charges to Owner for such time. Owner may impose a set-off against payments due to Contractor to secure reimbursement for such charges.

3. If Contractor requests a change of a previously approved submittal item, Contractor shall be responsible for Engineer's charges to Owner for its review time, and Owner may impose a set-off against payments due to Contractor to secure reimbursement

for such charges, unless the need for such change is beyond the control of Contractor.

7.17 Contractor's General Warranty and Guarantee

A. The Contractor warrants to the Owner that materials and equipment furnished under the Contract will be of good quality and new unless the Contract Documents require or permit otherwise. The Contractor further warrants that the Work will conform to the requirements of the Contract Documents and will be free from defects, except for those inherent in the quality of the Work the Contract Documents require or permit. Work, materials, or equipment not conforming to these requirements may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, alterations to the Work not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear and normal usage. If required by the Owner, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

B. The Contractor warrants and guarantees for one (1) year from Final Completion, or for a longer period if expressly stated in the Contract Documents, the Work. This includes a Warranty and Guarantee against any and all defects. The Contractor must correct any and all defects in material and/or workmanship which may appear during the Warranty and Guarantee period, or any defects that occur within one (1) year of Final Completion even if discovered more than one (1) year after Final Completion, by repairing (or replacing with new items or new materials, if necessary) any such defect at no cost to the Owner, within a reasonable period of time, and to the Owner's satisfaction.

C. Contractor's warranty and guarantee hereunder excludes defects or damage caused by:

1. abuse, modification, or improper maintenance or operation by persons other than Contractor, Subcontractors, Suppliers, or any other individual or entity for whom Contractor is responsible; or
2. normal wear and tear under normal usage.

D. Contractor's obligation to perform and complete the Work in accordance with the Contract Documents shall be absolute. None of the following will constitute an acceptance of Work that is not in accordance with the Contract Documents or a release of Contractor's obligation to perform the Work in accordance with the Contract Documents:

1. observations by Engineer;
2. recommendation by Engineer or payment by Owner of any progress or final payment;
3. the issuance of a certificate of Substantial Completion by Engineer or any payment related thereto by Owner;
4. use or occupancy of the Work or any part thereof by Owner;
5. any review and approval of a Shop Drawing or Sample submittal;
6. the issuance of a notice of acceptability by Engineer;

7. any inspection, test, or approval by others; or

8. any correction of defective Work by Owner.

E. The Contractor must furnish all special warranties required by the Contract Documents to the Owner no later than Final Completion. The Owner may require additional special warranties in connection with the approval of "Or-Equals" or Substitutions, Allowance items, Work which is defective or nonconforming, or the acceptance of nonconforming Work.

F. The one-year period for correction of Work shall be extended with respect to portions of Work first performed after Substantia Completion by the period of time between Substantial Completion and the actual completion of that portion of the Work.

G. The Contractor shall remove from the site portions of the Work that are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

H. The Contractor shall bear the cost of correcting destroyed or damaged construction of the Owner or separate contractors, whether completed or partially completed, caused by the Contractor's correction or removal of Work that is not in accordance with the requirements of the Contract Documents.

I. Nothing contained in this section shall be construed to establish a period of limitation with respect to other obligations the Contractor has under the Contract Documents. Establishment of the one-year period for correction of Work as described in this Section relates only to the specific obligation of the Contractor to correct the Work, pursuant to the warranties provided, and has no relationship to the time within which the obligation to comply with the Contract Documents may be sought to be enforced, nor to the time within which proceedings may be commenced to establish the Contractor's liability with respect to the Contractor's obligations other than specifically to correct the Work.

7.18 Indemnification

A. TO THE FULLEST EXTENT PERMITTED BY LAW, AND IN ADDITION TO ANY OTHER OBLIGATIONS OF CONTRACTOR UNDER THE CONTRACT OR OTHERWISE, CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS OWNER, ITS OFFICERS, DIRECTORS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS, AND CONSULTANTS FROM AND AGAINST ALL CLAIMS, COSTS, LOSSES, AND DAMAGES (INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF ENGINEERS, ARCHITECTS, ATTORNEYS, AND OTHER PROFESSIONALS AND ALL COURT OR ARBITRATION OR OTHER DISPUTE RESOLUTION COSTS) ARISING OUT OF OR RELATING TO THE PERFORMANCE OF THE WORK, PROVIDED THAT ANY SUCH CLAIM, COST, LOSS, OR DAMAGE IS ATTRIBUTABLE TO BODILY INJURY, SICKNESS, DISEASE, OR DEATH, OR TO INJURY TO OR DESTRUCTION OF TANGIBLE PROPERTY (OTHER THAN THE WORK ITSELF), INCLUDING THE LOSS OF USE RESULTING THEREFROM BUT ONLY TO THE EXTENT CAUSED BY ANY NEGLIGENT ACT OR OMISSION OF CONTRACTOR, ANY DESIGN CONSULTANT, ANY SUBCONTRACTOR, ANY SUPPLIER, OR ANY INDIVIDUAL OR ENTITY DIRECTLY OR INDIRECTLY EMPLOYED BYANY

OF THEM TO PERFORM ANY OF THE WORK OR ANYONE FOR WHOSE ACTS ANY OF THEM MAY BE LIABLE.

B. CONTRACTOR SHALL DEFEND ANY ACTION OR PROCEEDING BROUGHT AGAINST OWNER BASED ON ANY CLAIM THAT THE WORK, OR ANY PART THEREOF, OR THE OPERATION OR USE OF THE WORK OR ANY PART THEREOF, CONSTITUTES INFRINGEMENT OF ANY PATENT (ENFORCEABLE IN THE UNITED STATES), COPYRIGHT, TRADEMARK, TRADE SECRET OR OTHER INTELLECTUAL PROPERTY RIGHT NOW OR HEREAFTER ISSUED ("IP RIGHT"). CONTRACTOR SHALL INDEMNIFY AND HOLD HARMLESS OWNER FROM AND AGAINST ALL DAMAGES AND COSTS, INCLUDING BUT NOT LIMITED TO ATTORNEYS' FEES AND EXPENSES AWARDED AGAINST OWNER OR CONTRACTOR IN ANY SUCH ACTION OR PROCEEDING. CONTRACTOR AGREES TO KEEP OWNER INFORMED OF ALL DEVELOPMENTS IN THE DEFENSE OF SUCH ACTIONS.

C. IF OWNER IS ENJOINED FROM THE OPERATION OR USE OF THE WORK, OR ANY PART THEREOF, AS THE RESULT OF ANY IP RIGHT SUIT, CLAIM, OR PROCEEDING, CONTRACTOR SHALL AT ITS SOLE EXPENSE TAKE REASONABLE STEPS TO PROCURE THE RIGHT TO OPERATE OR USE THE WORK WITH DUE CONSIDERATION OF THE MINIMIZING THE IMPACT ON OWNER'S OPERATIONS AND THE COST THEREOF. IF CONTRACTOR CANNOT SO PROCURE SUCH RIGHT WITHIN A REASONABLE TIME, CONTRACTOR SHALL PROMPTLY, AT CONTRACTOR'S OPTION AND AT CONTRACTOR'S EXPENSE, (I) MODIFY THE WORK SO AS TO AVOID INFRINGEMENT OF ANY SUCH IP RIGHT OR (II) REPLACE SAID WORK WITH WORK THAT DOES NOT INFRINGE OR VIOLATE ANY SUCH IP RIGHT.

D. PROVIDED THAT OWNER IS NOT IN BREACH OF ITS CONTRACTUAL OBLIGATION TO MAKE PAYMENTS TO CONTRACTOR FOR UNDISPUTED AMOUNTS, CONTRACTOR SHALL INDEMNIFY, DEFEND AND HOLD HARMLESS OWNER FROM ANY CLAIMS BROUGHT AGAINST OWNER OR AGAINST THE PROJECT AS A RESULT OF THE FAILURE OF CONTRACTOR, OR THOSE FOR WHOSE ACTS IT IS RESPONSIBLE, TO PAY FOR ANY SERVICES, MATERIALS, LABOR, EQUIPMENT, TAXES OR OTHER ITEMS OR OBLIGATIONS FURNISHED OR INCURRED FOR OR IN CONNECTION WITH THE WORK. WITHIN THREE (3) DAYS OF RECEIVING WRITTEN NOTICE FROM OWNER THAT SUCH A CLAIM HAS BEEN FILED, CONTRACTOR SHALL COMMENCE TO TAKE THE STEPS NECESSARY TO DISCHARGE SAID CLAIM, INCLUDING, IF NECESSARY, THE FURNISHING OF A PAYMENT BOND. IF CONTRACTOR FAILS TO DO SO, OWNER WILL HAVE THE RIGHT TO DISCHARGE THE CLAIM AND HOLD CONTRACTOR LIABLE FOR COSTS AND EXPENSES INCURRED, INCLUDING ATTORNEYS' FEES.

7.19 Delegation of Professional Design Services

A. Contractor will not be required to provide professional design services unless such services are specifically required by the Contract Documents or unless such services are required to carry out Contractor's responsibilities for construction means, methods, techniques, sequences and procedures. Contractor shall not be required to provide professional services in violation of applicable Laws and Regulations.

B. If professional design services or certifications by a design professional related to systems, materials, or equipment are specifically required of Contractor by the Contract Documents, Owner and Engineer will specify all performance and design criteria that such services must satisfy. Contractor shall cause such services or certifications to be provided by a properly licensed professional, whose signature and seal shall appear on all drawings, calculations, specifications, certifications, and other submittals prepared by such professional. Shop Drawings and other submittals related to the Work designed or certified by such professional, if prepared by others, shall bear such professional's written approval when submitted to Engineer.

C. Owner shall be entitled to rely upon the adequacy, accuracy, and completeness of the services, certifications, or approvals performed by such design professionals, provided Owner and Engineer have specified to Contractor all performance and design criteria that such services must satisfy.

D. Pursuant to this paragraph, Engineer's and Owner's review and approval of design calculations and design drawings will be only for the limited purpose of checking for conformance with performance and design criteria given and the design concept expressed in the Contract Documents. Engineer's and Owner's review and approval of Shop Drawings and other submittals (except design calculations and design drawings) will be only for the purpose stated in Paragraph 7.16.D.1.

7.20 Contractor's Payment Obligations

A. Contractor shall pay each Design Consultant, Subcontractor, and other person or entity providing services or work for the Contractor no later than the time period required by chapter 2251 of the Texas Government Code, and in accordance with its contractual obligations to such parties, all the amounts Contractor has received from Owner on account of their work. Contractor will impose similar requirements on Design Consultants and Subcontractors to pay those parties with whom they have contracted.

ARTICLE 8 – OTHER WORK AT THE SITE

8.01 Other Work

A. In addition to and apart from the Work under the Contract Documents, the Owner may perform other work at or adjacent to the Site. Such other work may be performed by Owner's employees, or through contracts between the Owner and third parties. Owner may also arrange to have third-party utility owners perform work on their utilities and facilities at or adjacent to the Site.

B. If Owner performs other work at or adjacent to the Site, then Owner shall give Contractor written notice thereof prior to starting any such other work. If Owner has advance information regarding the start of any utility work at or adjacent to the Site, Owner shall provide such information to Contractor.

C. Contractor shall afford each other contractor that performs such other work, each utility owner performing other work, and Owner, if Owner is performing other work with Owner's employees, proper and safe access to the Site, and provide a reasonable opportunity for the introduction and storage of materials and equipment and the execution of such other work. Contractor shall do all cutting, fitting, and patching of the Work that may be required to properly connect or otherwise make its several parts come together and properly integrate with such other work. Contractor shall not endanger any work of others by cutting, excavating, or otherwise altering such work; provided, however, that Contractor may cut or alter others' work with the written consent of Engineer and the others whose work will be affected.

D. If the proper execution or results of any part of Contractor's Work depends upon work performed by others under this Article 8, Contractor shall inspect such other work and promptly report to Engineer and Owner in writing any delays, defects, or deficiencies in such other work that render it unavailable or unsuitable for the proper execution and results of Contractor's Work. Contractor's failure to so report will constitute an acceptance of such other work as fit and proper for integration with Contractor's Work except for latent defects and deficiencies in such other work.

8.02 Coordination

A. If Owner intends to contract with others for the performance of other work at or adjacent to the Site, to perform other work at or adjacent to the Site with Owner's employees, or to arrange to have utility owners perform work at or adjacent to the Site, the Owner must provide written notice to the Contractor of additional work that includes the scope of the work, general location, time-frame, and the identity of the party(ies) performing the work. Additionally, the Owner must provide or have provided to Contractor prior to the start of any such other work:

1. the identity of the individual or entity that will have authority and responsibility on behalf of the Owner to address coordination of the activities among the various contractors;

2. an itemization of the specific matters to be covered by such authority and responsibility; and

3. the extent of such authority and responsibilities.

B. Unless otherwise provided in writing, the Contractor shall have responsibility for coordination among other parties at and adjacent to the Project Site. The Contractor shall ensure through such coordination that neither its Work, nor any other parties' work is delayed or impeded because of a lack of such coordination.

8.03 Legal Relationships

A. If, in the course of performing other work at or adjacent to the Site for Owner, the Owner's employees, any other contractor working for Owner, or any utility owner causes

damage to the Work or to the property of Contractor or its Subcontractors, or delays, disrupts, interferes with, or increases the scope or cost of the performance of the Work, through actions or inaction, then Contractor shall be entitled to an equitable adjustment in the Contract Times. Contractor must submit any Change Proposal seeking an equitable adjustment in the Contract Times under this paragraph within 30 days of the damaging, delaying, disrupting, or interfering event. Contractor's entitlement to an adjustment of the Contract Times is conditioned on such adjustment being essential to Contractor's ability to complete the Work within the Contract Times and the Contractor performing its obligation pursuant to section 8.02.

B. Contractor shall take reasonable and customary measures to avoid damaging, delaying, disrupting, or interfering with the work of Owner, any other contractor, or any utility owner performing other work at or adjacent to the Site. If Contractor fails to take such measures and as a result damages, delays, disrupts, or interferes with the work of any such other contractor or utility owner, then Owner may impose a set-off against payments due to Contractor.

C. If Contractor damages, delays, disrupts, or interferes with the work of any other contractor, or any utility owner performing other work at or adjacent to the Site, through Contractor's failure to take reasonable and customary measures to avoid such impacts, or if any claim arising out of Contractor's actions, inactions, or negligence in performance of the Work at or adjacent to the Site is made by any such other contractor or utility owner against Contractor, Owner, or Engineer, then Contractor shall (1) promptly attempt to settle the claim as to all parties through negotiations with such other contractor or utility owner, or otherwise resolve the claim by arbitration or other dispute resolution proceeding or at law, and (2) INDEMNIFY AND HOLD HARMLESS OWNER, ITS OFFICERS, DIRECTORS, MEMBERS, PARTNERS, EMPLOYEES, AGENTS, AND CONSULTANTS FROM AND AGAINST ANY SUCH CLAIMS, AND AGAINST ALL COSTS, LOSSES, AND DAMAGES (INCLUDING BUT NOT LIMITED TO ALL FEES AND CHARGES OF ENGINEERS, ARCHITECTS, ATTORNEYS, AND OTHER PROFESSIONALS AND ALL COURT OR ARBITRATION OR OTHER DISPUTE RESOLUTION COSTS) ARISING OUT OF OR RELATING TO SUCH DAMAGE, DELAY, DISRUPTION, OR INTERFERENCE.

ARTICLE 9 – OWNER'S RESPONSIBILITIES

9.01 Communications to Contractor

A. For all Project and performance of Work matters, Owner will issue communications to Contractor through Engineer. However, Owner may, at its discretion, issue communications related to the Project directly to Contractor. In all such direct communications, Owner will endeavor to copy Engineer.

9.02 Replacement of Engineer

A. Owner may at its discretion appoint an engineer to replace Engineer. The replacement engineer's status under the Contract Documents shall be that of the former Engineer.

9.03 Furnish Data

A. Owner shall promptly furnish the data required of Owner under the Contract Documents.

9.04 Pay When Due

A. Owner shall make payments to Contractor when they are due in the manner and within the time limits proscribed by chapter 2251 of the Texas Government Code.

9.05 Lands and Easements; Reports, Tests, and Drawings

A. Owner's duties with respect to providing lands and easements are set forth in Paragraph 5.01.

B. Owner's duties with respect to providing engineering surveys to establish reference points are set forth in Paragraph 4.03.

9.06 Limitations on Owner's Responsibilities

A. The Owner shall not supervise, direct, or have control or authority over, nor be responsible for, Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work. Owner will not be responsible for Contractor's failure to perform the Work in accordance with the Contract Documents.

9.07 Evidence of Financial Arrangements

A. Within Thirty (30) days of executing the Agreement, Contractor may request, and Owner shall furnish, reasonable evidence that financial arrangements have been made to satisfy Owner's obligations under the Contract Documents.

9.08 Safety Programs

A. While at the Site, Owner's employees and representatives shall comply with the specific applicable requirements of Contractor's safety programs of which Owner has been informed.

B. Owner shall furnish copies of any applicable Owner safety programs to Contractor.

ARTICLE 10 – ENGINEER'S STATUS DURING CONSTRUCTION

10.01 Owner's Representative

A. Engineer will act as the Owner's representative for Project administration during the construction period. Engineer shall not have the authority to bind the Owner as that authority lies with the Owner's designated representative, but Engineer may communicate on behalf of Owner in all Project matters.

10.02 Visits to Site

A. Engineer will make visits to the Site at intervals appropriate to the various stages of construction as Engineer deems necessary in order to observe as an experienced and qualified design professional the progress that has been made and the quality of the various aspects of

Contractor's executed Work. Based on information obtained during such visits and observations, Engineer, for the benefit of Owner, will determine, in general, if the Work is proceeding in accordance with the Contract Documents. Engineer's efforts will be directed toward providing for Owner a greater degree of confidence that the completed Work will conform generally to the Contract Documents. On the basis of such visits and observations, Engineer will keep Owner informed of the progress of the Work and will endeavor to guard Owner against defective Work.

B. Engineer's visits and observations are subject to all the limitations on Engineer's authority and responsibility set forth in Paragraph 10.08. Particularly, but without limitation, during or as a result of Engineer's visits or observations of Contractor's Work, Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto, or for any failure of Contractor to comply with Laws and Regulations applicable to the performance of the Work.

10.03 Project Representative

A. If Owner and Engineer have agreed that Engineer will furnish a Resident Project Representative to represent Engineer at the Site and assist Engineer in observing the progress and quality of the Work, then the authority and responsibilities of any such Resident Project Representative will be as provided in this Article 10.

10.04 Rejecting Defective Work

A. Engineer has the authority to reject Work in accordance with Article 14, subject to Owner's approval.

10.05 Shop Drawings, Change Orders and Payments

A. Engineer's authority, and limitations thereof, as to Shop Drawings and Samples, are set forth in Paragraph 7.16.

B. Engineer's authority, and limitations thereof, as to design calculations and design drawings submitted in response to a delegation of professional design services, if any, are set forth in Paragraph 7.19.

C. Engineer's authority as to Change Orders is set forth in Article 11.

D. Engineer's authority as to Applications for Payment is set forth in Article 15.

10.06 Determinations for Unit Price Work

A. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor as set forth in Paragraph 13.03.

10.07 Decisions on Requirements of Contract Documents and Acceptability of Work

A. Subject to Owner's approval, Engineer will render decisions regarding the requirements of the Contract Documents, and judge the acceptability of the Work, pursuant to the specific procedures set forth herein for initial interpretations, Change Proposals, and acceptance of the Work. In rendering such decisions and judgments, Engineer will not show partiality to Owner or Contractor.

10.08 Limitations on Engineer's Authority and Responsibilities

A. Engineer's authority, responsibility and actions as Owner's representative shall not give rise to any liability to Contractor. Contractor expressly waives any claims it has against Engineer for the performance of its responsibilities as Owner's representative.

B. Engineer will not supervise, direct, control, or have authority over or be responsible for Contractor's means, methods, techniques, sequences, or procedures of construction, or the safety precautions and programs incident thereto.

C. Engineer's review of the final Application for Payment and accompanying documentation and all maintenance and operating instructions, schedules, guarantees, bonds, certificates of inspection, tests and approvals, and other documentation required to be delivered by Paragraph 15.06.A will only be to determine generally that their content complies with the requirements of, and in the case of certificates of inspections, tests, and approvals, that the results certified indicate compliance with the Contract Documents.

D. The limitations upon authority and responsibility set forth in this Paragraph 10.08 shall also apply to the Resident Project Representative, if any.

10.09 Compliance with Safety Program

A. While at the Site, Engineer's employees and representatives will comply with the specific applicable requirements of Owner's and Contractor's safety programs (if any) of which Engineer has been informed.

ARTICLE 11 – AMENDING THE CONTRACT DOCUMENTS; CHANGES IN THE WORK

11.01 Amending and Supplementing Contract Documents

A. The Contract Documents may be amended or supplemented by a Change Order, a Work Change Directive, or a Field Order.

1. *Change Orders*:

a. A Change Order shall be used to amend or supplement the Contract Documents when the Parties agree to the amendment, supplement, modification to the scope of work, or change in the Contract Price or the Contract Times.

2. *Work Change Directives*: A Work Change Directive may be issued by the Owner if the Parties cannot agree on a Change Order. A Work Change Directive may also be issued if the Parties expect that the change ordered by a Work Change Directive will be incorporated in a subsequently issued Change Order following negotiations by the parties as to the Work Change Directive's effect, if any, on the Contract Price and Contract Times.

a. In the event the Owner has issued a Work Change Directive that the Parties subsequently agree shall be incorporated into a Change Order, the Contractor must submit its Change Proposal seeking an adjustment of the Contract Price or the Contract Times, or both, no later than 30 days after the completion of the Work set out in the Work Change Directive.

b. Adjustments to the Contract Price for Work performed pursuant to a Work Change Directive issued by the Owner without agreement of the Parties shall be governed by the provisions in section 11.04.

c. Upon receipt of a Change Directive, Contractor shall promptly proceed with the change in the Work involved.

3. *Field Orders*: Owner or Engineer (with Owner's approval) may authorize minor changes in the Work if the changes do not involve an adjustment in the Contract Price or the Contract Times and are compatible with the design concept of the completed Project as a functioning whole as indicated by the Contract Documents. Such changes will be accomplished by a Field Order and will be binding on Owner and also on Contractor, which shall perform the Work involved promptly. If Contractor believes that a Field Order justifies an adjustment in the Contract Price or Contract Times, or both, then before proceeding with the Work at issue, Contractor shall submit a Change Proposal as provided herein. Provided the Construction Manager-At Risk project delivery method is being used, subject to Owner's prior written approval, Contractor may make minor changes in the Work consistent with the intent of the Contract Documents, provided, however that Contractor shall promptly inform Owner and Engineer, in writing, of any such changes and record such changes on the documents maintained by Contractor.

11.02 Owner-Authorized Changes in the Work

A. Without invalidating the Contract and without notice to any surety, Owner may, at any time or from time to time, order additions, deletions, or revisions in the Work. Such changes shall be supported by Engineer's recommendation, to the extent the change involves the design (as set forth in the Drawings, Specifications, or otherwise), or other engineering or technical matters. Such changes may be accomplished by a Change Order, if Owner and Contractor have agreed as to the effect, if any, of the changes on Contract Times or Contract Price; or by a Work Change Directive. Upon receipt of any such document, Contractor shall promptly proceed with the Work involved; or, in the case of a deletion in the Work, promptly cease construction activities with respect to such deleted Work. Added or revised Work shall be performed under the applicable conditions of the Contract Documents. Nothing in this paragraph shall obligate Contractor to undertake work that Contractor reasonably concludes cannot be performed in a manner consistent with Contractor's safety obligations under the Contract Documents or Laws and Regulations.

11.03 Unauthorized Changes in the Work

A. Contractor shall not be entitled to an increase in the Contract Price or an extension of the Contract Times with respect to any work performed that is not required by the Contract Documents, as amended, modified, or supplemented, except in the case of an emergency as provided in Paragraph 7.15 or in the case of uncovering Work as provided in Paragraph 14.05.

11.04 Change of Contract Price

A. The Contract Price may only be changed by a Change Order or Work Change Directive. Any Change Proposal for an adjustment in the Contract Price shall comply with the

provisions of Paragraph 11.06. Any Claim for an adjustment of Contract Price shall comply with the provisions of Article 12.

B. An adjustment in the Contract Price will be determined as follows:

1. where the Work involved is covered by unit prices contained in the Contract Documents, then by application of such unit prices to the quantities of the items involved (subject to the provisions of Paragraph 13.03); or

2. where the Work involved is not covered by unit prices contained in the Contract Documents, then by a mutually agreed lump sum (which may include an allowance for overhead and profit not necessarily in accordance with Paragraph 11.04.C.2) properly itemized and supported by sufficient substantiating data to permit evaluation by the Owner; or

3. where the Work involved is not covered by unit prices contained in the Contract Documents and the parties do not reach mutual agreement to a lump sum, then on the basis of the Cost of the Work (determined as provided in Paragraph 13.01) plus a Contractor's fee for overhead and profit (determined as provided in Paragraph 11.04.C).

C. *Contractor's Fee*: When applicable, the Contractor's fee for overhead and profit shall be determined as follows:

1. a mutually acceptable fixed fee; or

2. if a fixed fee is not agreed upon, then a fee based on the following percentages of the various portions of the Cost of the Work:

a. for costs incurred under Paragraphs 13.01.B.1 and 13.01.B.2, the Contractor's fee shall not exceed 15 percent;

b. for costs incurred under Paragraph 13.01.B.3, the Contractor's fee shall not exceed five percent;

c. where one or more tiers of subcontracts are on the basis of Cost of the Work plus a fee and no fixed fee is agreed upon, the intent of Paragraphs 11.01.C.2.a and 11.01.C.2.b is that the Contractor's fee shall be based on: (1) a fee of 15 percent of the costs incurred under Paragraphs 13.01.A.1 and 13.01.A.2 by the Subcontractor that actually performs the Work, at whatever tier, and (2) with respect to Contractor itself and to any Subcontractors of a tier higher than that of the Subcontractor that actually performs the Work, a fee of five percent of the amount (fee plus underlying costs incurred) attributable to the next lower tier Subcontractor; provided, however, that for any such subcontracted work the maximum total fee to be paid by Owner shall be no greater than 27 percent of the costs incurred by the Subcontractor that actually performs the work;

d. no fee shall be payable on the basis of costs itemized under Paragraphs 13.01.B.4, 13.01.B.5, and 13.01.C;

e. the amount of credit to be allowed by Contractor to Owner for any change which results in a net decrease in cost will be the amount of the actual net

decrease in cost plus a deduction in Contractor's fee by an amount equal to five percent of such net decrease; and

f. when both additions and credits are involved in any one change, the adjustment in Contractor's fee shall be computed on the basis of the net change in accordance with Paragraphs 11.04.C.2.a through 11.04.C.2.e, inclusive.

11.05 Change of Contract Times

A. The Contract Times may only be changed by a Change Order or Work Change Directive. Any Change Proposal for an adjustment in the Contract Times shall comply with the provisions of Paragraph 11.06. Any Claim for an adjustment in the Contract Times shall comply with the provisions of Article 12.

B. An adjustment of the Contract Times shall be subject to the limitations set forth in Paragraph 4.05, concerning delays in Contractor's progress.

11.06 Change Proposals

A. Contractor shall submit a Change Proposal to Engineer and Owner to request an adjustment in the Contract Times or Contract Price; appeal an initial decision by Engineer concerning the requirements of the Contract Documents or relating to the acceptability of the Work under the Contract Documents; contest a set-off against payment due; or seek other relief under the Contract. The Change Proposal shall specify any proposed change in Contract Times or Contract Price, or both, or other proposed relief, and explain the reason for the proposed change, with citations to any governing or applicable provisions of the Contract Documents.

1. *Procedures*: Contractor shall submit each Change Proposal to Engineer and Owner promptly (but in no event later than 30 days) after the start of the event giving rise thereto, or after such initial decision. The Contractor shall submit supporting data, including the proposed change in Contract Price or Contract Time (if any), to the Engineer and Owner within 15 days after the submittal of the Change Proposal. The supporting data shall be accompanied by a written statement that the supporting data are accurate and complete, and that any requested time or price adjustment is the entire adjustment to which Contractor believes it is entitled as a result of said event. Engineer will advise Owner regarding the Change Proposal, and consider any comments or response from Owner regarding the Change Proposal. Failure by Contractor to comply with this submittal procedure will constitute an express waiver of any Claim for relief.

2. *Engineer's Action*: Engineer will review each Change Proposal with Owner and, within 30 days after receipt of the Contractor's supporting data, either deny the Change Proposal in whole, approve it in whole, or deny it in part and approve it in part. Engineer's action on a Change Proposal will not have the effect of adjusting the Contract Time or Contract Price without express written approval of Owner and a memorialization of Engineer's Action in a Change Order. Such actions shall be in writing, with a copy provided to Owner and Contractor. If Engineer does not take action on the Change Proposal within 30 days, then either Owner or Contractor may at any time thereafter submit a letter to the other party indicating that as a result of

Engineer's inaction the Change Proposal is deemed denied, thereby commencing the time for appeal of the denial under Article 12.

3. *Binding Decision*: Engineer's decision will be final and binding upon Contractor, unless Contractor appeals the decision by filing a Claim under Article 12.

B. *Resolution of Certain Change Proposals*: If the Change Proposal does not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters, then Engineer will notify the parties that the Engineer is unable to resolve the Change Proposal. For purposes of further resolution of such a Change Proposal, such notice shall be deemed a denial, and Contractor may choose to seek resolution under the terms of Article 12.

11.07 Execution of Change Orders

A. Owner and Contractor shall execute appropriate Change Orders covering:

1. changes in the Contract Price or Contract Times which are agreed to by the parties, including any undisputed sum or amount of time for Work actually performed in accordance with a Work Change Directive;

2. changes in Contract Price resulting from an Owner set-off, unless Contractor has duly contested such set-off;

3. changes in the Work which are: (a) ordered by Owner pursuant to Paragraph 11.02, (b) required because of Owner's acceptance of defective Work under Paragraph 14.04 or Owner's correction of defective Work under Paragraph 14.07; and

4. changes in the Contract Price or Contract Times, or other changes, which embody the substance of any final and binding results under Paragraph 11.06, or Article 12.

11.08 Notification to Surety

A. If the provisions of any bond require notice to be given to a surety of any change affecting the general scope of the Work or the provisions of the Contract Documents (including, but not limited to, Contract Price or Contract Times), the giving of any such notice will be Contractor's responsibility. The amount of each applicable bond will be adjusted to reflect the effect of any such change.

ARTICLE 12 – CLAIMS

12.01 Claims

A. The following disputes between Owner and Contractor shall be submitted to the Claims process set forth in this Article:

1. Appeals by Owner or Contractor of Engineer's decisions regarding Change Proposals;

2. Owner demands for adjustments in the Contract Price or Contract Times, or other relief under the Contract Documents; and

3. Disputes that Engineer has been unable to address because they do not involve the design (as set forth in the Drawings, Specifications, or otherwise), the acceptability of the Work, or other engineering or technical matters.

B. *Submittal of Claim*: The party submitting a Claim shall deliver written notice directly to the other party to the Contract promptly (but in no event later than 30 days) after the start of the event giving rise to the claim for relief or after the claiming party reasonably should have recognized the event or condition giving rise to the request, whichever is later. In the case of appeals regarding Change Proposals within 30 days of the decision under appeal. The responsibility to substantiate a Claim shall rest with the party making the Claim. Such notice shall include sufficient information to advise the other party of the circumstances giving rise to the claim for relief, the specific contractual adjustment or relief requested and the basis of such request.

C. *Review and Resolution*: The party receiving a Claim shall review it thoroughly, giving full consideration to its merits. The two parties shall seek to resolve the Claim through the exchange of information and direct negotiations. The parties may extend the time for resolving the Claim by mutual agreement. All actions taken on a Claim shall be stated in writing and submitted to the other party, with a copy to Engineer.

D. *Mediation*:

1. At any time after initiation of a Claim, Owner and Contractor may mutually agree to mediation of the underlying dispute. The agreement to mediate shall stay the Claim submittal and response process.

2. If Owner and Contractor agree to mediation, the mediation shall occur within 60 days of the agreement to mediate. However, the mediation may be stayed and its scope and schedule may be amended, provided that the mediation occur no later than 60 days following Final Completion. The mediation shall be conducted by a mutually agreeable impartial mediator, or if the parties cannot so agree, a mediator designated by the American Arbitration Association ("AAA") pursuant to its Construction Industry Mediation Rules.

3. Owner and Contractor shall each pay one-half of the mediator's fees and costs.

4. Mediation is a condition precedent to litigation before a court of competent jurisdiction or tribunal.

E. *Denial of Claim*: If efforts to resolve a Claim are not successful, the party receiving the Claim may deny it by giving written notice of denial to the other party.

F. *Final and Binding Results*: If the parties reach a mutual agreement regarding a Claim, whether through approval of the Claim, direct negotiations, mediation, or otherwise, that agreement should be memorialized in a Change Order if the Project is ongoing at the time of resolution and the agreement affects the Contract scope, price, or time.

G. *Duty to Continue Performance:* Unless provided to the contrary in the Contract Documents, Contractor shall continue to perform the Work pending the final resolution of any dispute or disagreement between Contractor and Owner.

H. The Contractor shall commence all claims and causes of action, whether in contract, tort, breach of warranty or otherwise arising out of or related to the Contract in accordance with the requirements of this article 12, the dispute resolution provisions of article 17 and within the time period specified by applicable law. The Contractor waives all claims and causes of action not commenced in strict accordance with this Article.

I. *Claims Arising After Final Payment:* If the Contractor intends to make a Claim for an increase in the Contract Price or Contract Time, written notice as provided herein shall be given before proceeding to execute the portion of the Work that relates to the Claim. Prior notice is not required for Claims relating to an emergency endangering life or property. Failure to provide written notice of a Claim in accordance with this Article and other applicable provisions of the Contract Documents constitutes an express waiver by the Contractor of any right of recovery on such Claim.

ARTICLE 13 – COST OF THE WORK; ALLOWANCES; UNIT PRICE WORK

13.01 Cost of the Work

A. *Purposes for Determination of Cost of the Work*: The term Cost of the Work means the sum of all costs necessary for the proper performance of the Work at issue, as further defined below. The provisions of this Paragraph 13.01 are used for two distinct purposes:

1. To determine Cost of the Work when Cost of the Work is a component of the Contract Price, under cost-plus-fee, time-and-materials, or other cost-based terms; or

2. To determine the value of a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price. When the value of any such adjustment is determined on the basis of Cost of the Work, Contractor is entitled only to those additional or incremental costs required because of the change in the Work or because of the event giving rise to the adjustment.

B. *Costs Included*: Except as otherwise may be agreed to in writing by Owner, costs included in the Cost of the Work shall be in amounts no higher than those prevailing in the locality of the Project, shall not include any of the costs itemized in Paragraph 13.01.C, and shall include only the following items:

1. Payroll costs for employees in the employ of Contractor in the direct performance of the Work. Such employees shall include, without limitation, superintendents, foremen, project manager and other personnel employed full time. Payroll costs shall include, but not be limited to, salaries and wages plus the cost of fringe benefits, which shall include social security contributions, unemployment, excise, and payroll taxes, workers' compensation and health and retirement benefits applicable thereto.

2. Cost of all materials and equipment furnished and incorporated in the Work, including costs of transportation and storage thereof, and Suppliers' field services required in connection therewith. All cash discounts shall accrue to Contractor unless Owner deposits funds with Contractor with which to make payments, in which case the cash discounts shall accrue to Owner, and Contractor shall make provisions so that they may be obtained.

3. Payments made by Contractor to Subcontractors for Work performed by Subcontractors. If any subcontract provides that the Subcontractor is to be paid on the basis of Cost of the Work plus a fee, the Subcontractor's Cost of the Work and fee shall be determined in the same manner as Contractor's Cost of the Work and fee as provided in this Paragraph 13.01.

4. Costs of special consultants (including but not limited to engineers, architects, testing laboratories, surveyors, attorneys, and accountants) employed for services specifically related to the Work.

5. Supplemental costs including the following:

   a. The proportion of necessary transportation, travel, and subsistence expenses of Contractor's employees incurred in discharge of duties connected with the Work.

   b. Cost, including transportation and maintenance, of all materials, supplies, equipment, machinery, appliances, office, and temporary facilities at the Site, and hand tools not owned by the workers, which are consumed in the performance of the Work, and cost, less market value, of such items used but not consumed which remain the property of Contractor.

   c. Rentals of all construction equipment and machinery, and the parts thereof, approved by Owner, and the costs of transportation, loading, unloading, assembly, dismantling, and removal thereof. All such costs shall be in accordance with the terms of said rental agreements. The rental of any such equipment, machinery, or parts shall cease when the use thereof is no longer necessary for the Work.

   d. The cost of utilities, fuel, and sanitary facilities at the Site.

   e. The costs of premiums for all bonds and insurance that Contractor is required by the Contract Documents to purchase and maintain.

C. *Costs Excluded*: The term Cost of the Work shall not include any of the following items:

1. Payroll costs and other compensation of Contractor's employees, agents and other personnel not included in Paragraph 13.01.B, whether at the Site or in Contractor's principal or branch office for general administration of the Work. The payroll costs and other compensation excluded here are to be considered administrative costs covered by the Contractor's fee.

2. Expenses of Contractor's principal and branch offices other than Contractor's office at the Site.

3. Any part of Contractor's capital expenses, including interest on Contractor's capital employed for the Work and charges against Contractor for delinquent payments.

4. Other overhead or general expense costs of any kind and the costs of any item not specifically and expressly included in Paragraph 13.01.B.

D. *Contractor's Fee*: When the Work as a whole is performed on the basis of cost-plus, Contractor's fee shall be determined as set forth in the Agreement. When the value of

any Work covered by a Change Order, Change Proposal, Claim, set-off, or other adjustment in Contract Price is determined on the basis of Cost of the Work, Contractor's fee shall be determined as set forth in Paragraph 11.04.C.

E. *Documentation*: Whenever the Cost of the Work for any purpose is to be determined pursuant to this Article 13, Contractor will establish and maintain records thereof in accordance with generally accepted accounting practices and submit in a form acceptable to Engineer an itemized cost breakdown together with supporting data.

13.02 Unit Price Work

A. Where the Contract Documents provide that all or part of the Work is to be Unit Price Work, initially the Contract Price will be deemed to include for all Unit Price Work an amount equal to the sum of the unit price for each separately identified item of Unit Price Work times the estimated quantity of each item as indicated in the Agreement.

B. The estimated quantities of items of Unit Price Work are not guaranteed and are solely for the purpose of comparison of Bids and determining an initial Contract Price. Payments to Contractor for Unit Price Work will be based on actual quantities.

C. Each unit price will be deemed to include an amount considered by Contractor to be adequate to cover Contractor's overhead and profit for each separately identified item.

D. Engineer will determine the actual quantities and classifications of Unit Price Work performed by Contractor. Engineer will review with Contractor and Owner the Engineer's preliminary determinations on such matters before rendering a written decision thereon (by recommendation of an Application for Payment or otherwise). Provided the Owner has approved such decision, Engineer's written decision thereon will be final and binding (except as modified by Engineer to reflect changed factual conditions or more accurate data) upon Owner and Contractor, subject to the provisions of the following paragraph.

E. Within 30 days of Engineer's written decision under the preceding paragraph, Contractor may submit a Change Proposal, or Owner may file a Claim, seeking anadjustment in the Contract Price if:

1. the quantity of any item of Unit Price Work performed by Contractor differs materially and significantly from the estimated quantity of such item indicated in the Agreement;

2. there is no corresponding adjustment with respect to any other item of Work; and

3. Contractor believes that it is entitled to an increase in Contract Price as a result of having incurred additional expense or Owner believes that Owner is entitled to a decrease in Contract Price, and the parties are unable to agree as to the amount of any such increase or decrease.

ARTICLE 14 – TESTS AND INSPECTIONS; CORRECTION, REMOVAL OR ACCEPTANCE OF DEFECTIVE WORK

14.01 Access to Work

A. Owner, Engineer, their consultants and other representatives and personnel of Owner, independent testing laboratories, and authorities having jurisdiction will have access to the Site and the Work at reasonable times for their observation, inspection, and testing. Contractor shall provide them proper and safe conditions for such access and advise them of Contractor's safety procedures and programs so that they may comply therewith as applicable.

14.02 Tests, Inspections, and Approvals

A. Contractor shall give Engineer and Owner timely notice of readiness of the Work (or specific parts thereof) for all required inspections and tests, and shall cooperate with inspection and testing personnel to facilitate required inspections and tests.

B. Owner shall be responsible for providing the services of an independent inspection and testing lab if the Contract Documents and Specifications so require.

C. Contractor shall be responsible for arranging, obtaining, and paying for all inspections and tests required:

1. by the Contract Documents, unless the Contract Documents expressly allocate responsibility for a specific inspection or test to Owner;
2. to attain Owner's and Engineer's acceptance of materials or equipment to be incorporated in the Work;
3. by manufacturers of equipment furnished under the Contract Documents;
4. for testing, adjusting, and balancing of mechanical, electrical, and other equipment to be incorporated into the Work; and
5. for acceptance of materials, mix designs, or equipment submitted for approval prior to Contractor's purchase thereof for incorporation in the Work.

Such inspections and tests shall be performed by independent inspectors, testing laboratories, or other qualified individuals or entities acceptable to Owner.

D. If the Contract Documents require the Work (or part thereof) to be approved by Owner, Engineer, or another designated individual or entity, then Contractor shall assume full responsibility for arranging and obtaining such approvals.

E. If any Work (or the work of others) that is to be inspected, tested, or approved is covered by Contractor without written concurrence of Engineer, Contractor shall, if requested by Engineer, uncover such Work for observation. Such uncovering shall be at Contractor's expense unless Contractor had given Engineer timely notice of Contractor's intention to cover the same and Engineer had not acted with reasonable promptness in response to such notice.

14.03 Defective Work

A. *Contractor's Obligation*: It is Contractor's obligation to assure that the Work is not defective.

B. *Engineer's Authority*: Engineer has the authority to determine whether Work is defective, and to reject defective Work, subject to Owner's approval.

C. *Notice of Defects*: Prompt notice of all defective Work of which Owner or Engineer has actual knowledge will be given to Contractor.

D. *Correction, or Removal and Replacement*: Promptly after receipt of written notice of defective Work, Contractor shall correct all such defective Work, whether or not fabricated, installed, or completed, or, if Engineer has rejected the defective Work, remove it from the Project and replace it with Work that is not defective.

E. *Preservation of Warranties*: When correcting defective Work, Contractor shall take no action that would void or otherwise impair Owner's special warranty and guarantee, if any, on said Work.

F. *Costs and Damages*: Contractor shall pay all claims, costs, losses, and damages arising out of or relating to defective Work, including but not limited to the cost of the inspection, testing, correction, removal, replacement, or reconstruction of such defective Work, and the costs of repair or replacement of work of others resulting from defective Work. Prior to final payment, if Owner and Contractor are unable to agree as to the measure of such claims, costs, losses, and damages resulting from defective Work, then Owner may impose a reasonable set-off against payments due under Article 15.

14.04 Acceptance of Defective Work

A. If, instead of requiring correction or removal and replacement of defective Work, Owner prefers to accept it, Owner may do so. Contractor shall pay all claims, costs, losses, and damages attributable to Owner's evaluation of and determination to accept such defective Work. If any such acceptance occurs prior to final payment, the necessary revisions in the Contract Documents with respect to the Work shall be incorporated in a Change Order. If the parties are unable to agree as to the decrease in the Contract Price, reflecting the diminished value of Work so accepted, then Owner may impose a reasonable set-off against payments due under Article 15. If the acceptance of defective Work occurs after final payment, Contractor shall pay an appropriate amount to Owner.

14.05 Uncovering Work

A. Subject to Owner's prior written approval, Engineer has the authority to require special inspection or testing of the Work, whether or not the Work is fabricated, installed, or completed. Owner shall be responsible for costs associated with requests for special testing to the extent uncovered work found to be in conformance.

B. If any Work is covered contrary to the written request of Engineer or Owner, then Contractor shall, if requested by Engineer, uncover such Work for Engineer's observation, and then replace the covering, all at Contractor's expense.

C. If Engineer considers it necessary or advisable that covered Work be observed by Engineer or inspected or tested by others, then Contractor, upon Owner's approval and Engineer's request, shall uncover, expose, or otherwise make available for observation, inspection, or testing as Engineer may require, that portion of the Work in question, and provide all necessary labor, material, and equipment.

1. If it is found that the uncovered Work is defective, Contractor shall be responsible for all claims, costs, losses, and damages arising out of or relating to such uncovering, exposure, observation, inspection, and testing, and of satisfactory replacement or reconstruction (including but not limited to all costs of repair or replacement of work of others); and pending Contractor's full discharge of this responsibility the Owner shall be entitled to impose a reasonable set-off against payments due under Article 15.

2. If the uncovered Work is not found to be defective, Contractor shall be allowed an increase in the Contract Price or an extension of the Contract Times, or both, directly attributable to such uncovering, exposure, observation, inspection, testing, replacement, and reconstruction. If the parties are unable to agree as to the amount or extent thereof, then Contractor may submit a Change Proposal within 30 days of the determination that the Work is not defective.

14.06 Owner May Stop the Work

A. If the Work is defective, or Contractor fails to supply sufficient skilled workers or suitable materials or equipment, or fails to perform the Work in such a way that the completed Work will conform to the Contract Documents, then Owner may order Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated.

14.07 Owner May Correct Defective Work

A. If Contractor fails within a reasonable time after written notice from Engineer or Owner to correct defective Work, or to remove and replace rejected Work as required by the Owner, or if Contractor fails to perform the Work in accordance with the Contract Documents, or if Contractor fails to comply with any other provision of the Contract Documents, then Owner may, after seven days written notice to Contractor, correct or remedy any such deficiency.

B. In exercising the rights and remedies under this Paragraph 14.07, Owner shall proceed expeditiously. In connection with such corrective or remedial action, Owner may exclude Contractor from all or part of the Site, take possession of all or part of the Work and suspend Contractor's services related thereto, and incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere. Contractor shall allow Owner, Owner's representatives, agents and employees, Owner's other contractors, and Engineer and Engineer's consultants access to the Site to enable Owner to exercise the rights and remedies under this paragraph.

C. All claims, costs, losses, and damages incurred or sustained by Owner in exercising the rights and remedies under this Paragraph 14.07 will be charged against Contractor as set-offs against payments due under Article 15. Such claims, costs, losses and damages will include but not be limited to all costs of repair, or replacement of work of others destroyed or damaged by correction, removal, or replacement of Contractor's defective Work. If no payments are due to the Contractor or insufficient funds remain as part of the Contact Price then unpaid to the Contractor, the Contractor shall be liable to the Owner and shall promptly reimburse the Owner for all costs following written notice of the amount due to the Owner.

D. Contractor shall not be allowed an extension of the Contract Times because of any delay in the performance of the Work attributable to the exercise by Owner of Owner's rights and remedies under this Paragraph 14.07.

ARTICLE 15 – PAYMENTS TO CONTRACTOR; SET-OFFS; COMPLETION; CORRECTION PERIOD

15.01 Progress Payments

A. *Basis for Progress Payments*: The Schedule of Values established as provided in Article 2 will serve as the basis for progress payments and will be incorporated into a form of Application for Payment acceptable to Engineer and Owner. Progress payments on account of Unit Price Work will be based on the number of units completed during the pay period, as determined under the provisions of Paragraph 13.03. Progress payments for cost-based Work will be based on Cost of the Work completed by Contractor during the pay period.

B. *Applications for Payments*:

1. At least 25 days before the date established in the Agreement for each progress payment (but not more often than once a month), Contractor shall submit to Engineer and Owner for review an Application for Payment filled out and signed by Contractor covering the Work completed as of the date of the Application and accompanied by such supporting documentation as is required by the Contract Documents. If payment is requested on the basis of materials and equipment not incorporated in the Work but delivered and suitably stored at the Site or at another location agreed to in writing, the Application for Payment shall also be accompanied by an invoice or other documentation warranting that Owner has received the materials and equipment free and clear of all Liens, and evidence that the materials and equipment are covered by appropriate property insurance, a warehouse bond, or other arrangements to protect Owner's interest therein, all of which must be satisfactory to Owner.

2. Beginning with the second Application for Payment, each Application shall include an affidavit of Contractor stating that all previous progress payments received on account of the Work have been applied on account to discharge Contractor's legitimate obligations associated with prior Applications for Payment.

3. The amount of retainage with respect to progress payments will be as stipulated in the Agreement.

C. *Review of Applications*:

1. Engineer will, within 10 days after receipt of each Application for Payment, including each resubmittal, either indicate in writing a recommendation of payment and present the Application to Owner, or return the Application to Contractor indicating in writing Engineer's reasons for refusing to recommend payment. In the latter case, Contractor may make the necessary corrections and resubmit the Application.

2. Engineer's recommendation of any payment requested in an Application for Payment will constitute a representation by Engineer to Owner, based on Engineer's

observations of the executed Work as an experienced and qualified design professional, and on Engineer's review of the Application for Payment and the accompanying data and schedules, that to the best of Engineer's knowledge, information and belief:

a. the Work has progressed to the point indicated;

b. the quality of the Work is generally in accordance with the Contract Documents; and

c. the conditions precedent to Contractor's being entitled to such payment appear to have been fulfilled in so far as it is Engineer's responsibility to observe the Work.

3. By recommending any such payment Engineer will not thereby be deemed to have represented that:

a. inspections made to check the quality or the quantity of the Work as it has been performed have been exhaustive, extended to every aspect of the Work in progress, or involved detailed inspections of the Work beyond the responsibilities specifically assigned to Engineer in the Contract; or

b. there may not be other matters or issues between the parties that might entitle Contractor to be paid additionally by Owner or entitle Owner to withhold payment to Contractor.

4. Engineer will recommend reductions in payment (set-offs) necessary in Engineer's opinion to protect Owner from loss because:

a. the Work is defective, requiring correction or replacement;

b. the Contract Price has been reduced by Change Orders;

c. Owner has been required to correct defective Work in accordance with Paragraph 14.07, or has accepted defective Work pursuant to Paragraph 14.04;

d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible; or

e. Engineer has actual knowledge of the occurrence of any of the events that would constitute a default by Contractor and therefore justify termination for cause under the Contract Documents.

D. *Reductions in Payment by Owner*:

1. In addition to any reductions in payment (set-offs) recommended by Engineer, Owner is entitled to impose a set-off against payment based on any of the following:

a. claims have been made against Owner on account of Contractor's conduct in the performance or furnishing of the Work, or Owner has incurred costs, losses, or damages on account of Contractor's conduct in the performance or furnishing of the Work;

b. Contractor has failed to take reasonable and customary measures to avoid damage, delay, disruption, and interference with other work at or adjacent to the Site;

c. Contractor has failed to provide and maintain required certified payrolls, bonds or insurance;

d. Owner has been required to remove or remediate a Hazardous Environmental Condition for which Contractor is responsible;

e. Owner has incurred extra charges or engineering costs related to submittal reviews, evaluations of proposed substitutes, tests and inspections, or return visits to manufacturing or assembly facilities;

f. the Work is defective, requiring correction or replacement;

g. liquidated damages, if applicable, or other damages resulting from delay have accrued as a result of Contractor's failure to achieve Milestones, Substantial Completion, or final completion of the Work;

h. there are other items entitling Owner to a set off against the amount recommended.

2. If Owner imposes any set-off against payment, whether based on its own knowledge or on the written recommendations of Engineer, Owner will give Contractor immediate written notice (with a copy to Engineer) stating the reasons for such action and the specific amount of the reduction, and promptly pay Contractor any amount remaining after deduction of the amount so withheld. Owner shall promptly pay Contractor the amount so withheld, or any adjustment thereto agreed to by Owner and Contractor, if Contractor remedies the reasons for such action.

15.02 Contractor's Warranty of Title

A. Contractor warrants and guarantees that title to all Work, materials, services, and equipment furnished under the Contract will pass to Owner free and clear of (1) all Liens, claims, security interests, encumbrances, and other title defects, and (2) all patent, licensing, copyright, or royalty obligations, no later than seven days after the time of payment by Owner.

15.03 Substantial Completion

A. When Contractor considers the entire Work ready for its intended use Contractor shall notify Owner and Engineer in writing that the entire Work is substantially complete and request that Engineer issue a certificate of Substantial Completion. Contractor shall at the same time submit to Owner and Engineer an initial draft of punch list items to be completed or corrected before final payment. If the Agreement calls for a Design-Build project delivery method, the Contractor shall issue a certificate of Substantial Completion to the Owner.

B. Promptly after Contractor's notification, Owner, Contractor, and Engineer shall make an inspection of the Work to determine the status of completion. At that inspection, Owner and Engineer will review, supplement, and edit the initial punch list prepared by Contractor or prepare an additional punch list if Contractor has not yet provided a punch

list. If Owner or Engineer does not consider the Work substantially complete, Engineer will notify Contractor in writing giving the reasons therefor.

C. If Owner and Engineer consider the Work substantially complete, Engineer will deliver to Owner a preliminary certificate of Substantial Completion which shall set forth (i) the date of Substantial Completion, (ii) the remaining items of Work that have to be completed before final payment, (iii) provisions (to the extent not already provided in the Contract Documents) establishing Owner's and Contractor's responsibility for the Project's security, maintenance, utilities and insurance pending final payment and (iv) an acknowledgment that warranties commence to run on the date of Substantial Completion, except as may otherwise be noted in the Certificate of Substantial Completion. Engineer shall attach to the certificate a punch list of items to be completed or corrected before final payment. If Owner and Engineer do not consider the Work substantially complete, the Engineer shall notify Contractor of such, in writing, with a specific explanation of those portions of the Work that are the basis for determining the Work is not substantially complete. If the Agreement calls for a Design-Build project delivery method, the Contractor shall submit a preliminary certificate of Substantial Completion to the Owner.

D. After Substantial Completion the Contractor shall promptly begin work on the punch list of items to be completed or corrected prior to final payment. In appropriate cases Contractor may submit monthly Applications for Payment for completed punch list items, following the progress payment procedures set forth above.

15.04 Partial Use or Occupancy

A. Prior to Substantial Completion of all the Work, Owner may use or occupy any substantially completed part of the Work which has specifically been identified in the Contract Documents, or which Owner, Engineer, and Contractor agree constitutes a separately functioning and usable part of the Work that can be used by Owner for its intended purpose without significant interference with Contractor's performance of the remainder of the Work, subject to the following conditions:

1. At any time Owner may request in writing that Contractor permit Owner to use or occupy any such part of the Work that Owner believes to be substantially complete. If and when Contractor agrees that such part of the Work is substantially complete, Contractor, Owner, and Engineer will follow the procedures of Paragraph 15.03 for that part of the Work.

2. At any time Contractor may notify Owner and Engineer in writing that Contractor considers any such part of the Work substantially complete and request Engineer to issue a certificate of Substantial Completion for that part of the Work.

3. Within a reasonable time after either such request, Owner, Contractor, and Engineer shall make an inspection of that part of the Work to determine its status of completion. If Owner or Engineer does not consider that part of the Work to be substantially complete, Engineer will notify Owner and Contractor in writing giving the reasons therefor. If Owner or Engineer considers that part of the Work to be substantially complete, the provisions of Paragraph 15.03 will apply with respect to certification of Substantial Completion of that part of the Work.

4. No use or occupancy or separate operation of part of the Work by Owner will relieve Contractor of its insurance obligations under these Contract Documents.

B. The Owner, at the Owner's sole option, shall have the right to take possession of and use any completed or partially completed portion of the Work regardless of the time for completing the entire Work. The Owner's exercise of such use and possession shall not be construed to mean that the Owner acknowledges that any part of the Work so possessed and used is substantially complete or that it is accepted by Owner, and the Owner's exercise of such use and possession shall not relieve the Contractor of its responsibility to complete all Work in accordance with the Contract Documents.

15.05 Final Inspection

A. Upon written notice from Contractor that the entire Work or an agreed portion thereof is complete, Engineer will promptly make a final inspection with Owner and Contractor and will notify Contractor in writing of all particulars in which this inspection reveals that the Work, or agreed portion thereof, is incomplete or defective. Contractor shall immediately take such measures as are necessary to complete such Work or remedy such deficiencies. In such case, Contractor must bear the cost of any additional Work or services of the Owner until the Work is determined to be finally complete.

15.06 Final Payment

A. *Application for Payment*:

1. After Contractor has, in the opinion of Engineer and Owner, satisfactorily completed all corrections identified during the final inspection and has delivered, in accordance with the Contract Documents, all maintenance and operating instructions, schedules, guarantees, bonds, certificates or other evidence of insurance, certificates of inspection, annotated record documents (as provided in Paragraph 7.11), and other documents, Contractor may make application for final payment.

2. The final Application for Payment shall be accompanied (except as previously delivered) by:

a. all documentation called for in the Contract Documents;

b. consent of the surety, if any, to final payment;

c. satisfactory evidence that all title issues have been resolved such that title to all Work, materials, and equipment has passed to Owner free and clear of any Liens or other title defects, or will so pass upon final payment.

d. a list of all disputes that Contractor believes are unsettled;

e. complete and legally effective releases or waivers (satisfactory to Owner) of all Lien rights or claims arising out of the Work, and of Liens or claims filed in connection with the Work; and

f. a general release executed by Contractor waiving, upon receipt of final payment by Contractor, all claims, except those claims previously made in writing to Owner and remaining unsettled at the time of final payment

3. In lieu of the releases or waivers of Liens specified in Paragraph 15.06.A.2 and as approved by Owner, Contractor may furnish receipts or releases in full and an affidavit of Contractor that: (a) the releases and receipts include all labor, services, material, and equipment for which a Lien or claim could be filed; and (b) all payrolls, material and equipment bills, and other indebtedness connected with the Work for which Owner might in any way be responsible, or which might in any way result in claims, have been paid or otherwise satisfied. If any Subcontractor or Supplier fails to furnish such a release or receipt in full, Contractor may furnish a bond or other collateral satisfactory to Owner to indemnify Owner against any Lien or claim, or Owner at its option may issue joint checks payable to Contractor and specified Subcontractors and Suppliers.

B. *Engineer's Review of Application and Acceptance*:

1. If, on the basis of Engineer's observation of the Work during construction and final inspection, and Engineer's review of the final Application for Payment and accompanying documentation as required by the Contract Documents, Engineer is satisfied that the Work has been completed and Contractor's other obligations under the Contract have been fulfilled, Engineer will, within ten days after receipt of the final Application for Payment, indicate in writing Engineer's recommendation of final payment and present the Application for Payment to Owner for payment. Such recommendation shall account for any set-offs against payment that are necessary to protect Owner from loss for the reasons stated above with respect to progress payments. Otherwise, Engineer will return the Application for Payment to Contractor, indicating in writing the reasons for refusing to recommend final payment, in which case Contractor shall make the necessary corrections and resubmit the Application for Payment.

C. *Completion of Work*: The Work is complete (subject to surviving obligations) when it is ready for final payment as established by the Engineer's written recommendation of final payment.

D. *Payment Becomes Due*: Thirty days after the presentation to Owner of the final Application for Payment and accompanying documentation, the amount recommended by Engineer (less any further sum Owner is entitled to set off) will become due and shall be paid by Owner to Contractor.

15.07 Waiver of Claims

A. The making of final payment will not constitute a waiver by Owner of claims or rights against Contractor. Owner expressly reserves claims and rights arising from defective Work appearing after final inspection, from Contractor's failure to comply with the Contract Documents or the terms of any special guarantees specified therein, from outstanding Claims by Owner, or from Contractor's continuing obligations under the Contract Documents.

B. The acceptance of final payment by Contractor will constitute a waiver by Contractor of all claims and rights against Owner other than those pending matters that have been duly submitted, expressly reserved, or appealed under the provisions of Article 17.

15.08 Correction Period

A. If within one year after the date of Substantial Completion (or such longer period of time as may be prescribed by the terms of any applicable special guarantee required by the Contract Documents, or by any specific provision of the Contract Documents), any Work is in need of repair, adjustment, modification, correction, or found to be defective, or if the repair of any damages to the Site, adjacent areas that Contractor has arranged to use through construction easements or otherwise, and other adjacent areas used by Contractor as permitted by Laws and Regulations, is found to be defective, then Contractor shall promptly, without cost to Owner and in accordance with Owner's written instructions:

1. correct the defective repairs to the Site or such other adjacent areas;
2. correct such defective Work;
3. if the defective Work has been rejected by Owner, remove it from the Project and replace it with Work that is not defective, and
4. satisfactorily correct or repair or remove and replace any damage to other Work, to the work of others, or to other land or areas resulting therefrom.

B. If Contractor does not promptly comply with the terms of Owner's written instructions, or in an emergency where delay would cause serious risk of loss or damage, Owner may have the defective Work corrected or repaired or may have the rejected Work removed and replaced. Contractor shall pay all claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals and all court or arbitration or other dispute resolution costs) arising out of or relating to such correction or repair or such removal and replacement (including but not limited to all costs of repair or replacement of work of others).

C. In special circumstances where a particular item of equipment is placed in continuous service before Substantial Completion of all the Work, the correction period for that item may start to run from an earlier date if so provided in the Specifications.

D. Where defective Work (and damage to other Work resulting therefrom) has been corrected or removed and replaced under this paragraph, the correction period hereunder with respect to such Work will be extended for an additional period of one year after such correction or removal and replacement has been satisfactorily completed.

E. Contractor's obligations under this paragraph are in addition to all other obligations and warranties. The provisions of this paragraph shall not be construed as a substitute for, or a waiver of, the provisions of any applicable statute of limitation or repose.

ARTICLE 16 – SUSPENSION OF WORK AND TERMINATION

16.01 Owner May Suspend Work

A. At any time and without cause, Owner may suspend the Work or any portion thereof by written notice to Contractor and Engineer. Such notice will fix the date on which Work will be resumed. Contractor shall resume the Work on the date so fixed. Contractor shall

be entitled to an adjustment in the Contract Price or an extension of the Contract Times, or both, directly attributable to any such suspension. Any Change Proposal seeking such adjustments shall be submitted no later than 30 days after the date fixed for resumption of Work.

16.02 Owner May Terminate for Cause

A. The occurrence of any one or more of the following events will constitute a default by Contractor and justify termination for cause:

1. Contractor's persistent failure to perform the Work in accordance with the Contract Documents (including, but not limited to, failure to supply an Architect, Engineer, or sufficient skilled workers or suitable materials or equipment or failure to adhere to the Progress Schedule);
2. Fails to make payment to the Consultants, Contractors, Subcontractors, or Suppliers for services, materials or labor in accordance with their respective agreements with the Contractor;
3. Repeatedly disregards applicable laws, statutes, ordinances, codes, rules and regulations, or lawful orders of a public authority;
4. Failure of Contractor to perform or otherwise to comply with a material term of the Contract Documents; or
5. Contractor's repeated disregard of the authority of Owner or Engineer.

B. If one or more of the events identified in Paragraph 16.02.A occurs, then after giving Contractor and the Contractor's surety, if any, ten (10) days written notice that Owner is considering a declaration that Contractor is in default and termination of the contract, Owner may proceed to:

1. declare Contractor to be in default,
2. exercise any rights afforde to it under the Contract Documents,
3. give Contractor notice that the Contract is terminated; and/or
4. enforce the rights available to Owner under any applicable performance bond.

C. If Owner has terminated the Contract for cause, Owner may exclude Contractor from the Site, take possession of the Work, incorporate in the Work all materials and equipment stored at the Site or for which Owner has paid Contractor but which are stored elsewhere, and complete the Work as Owner may deem expedient. If Owner chooses to complete the Work in accordance with this provision, Owner and Contractor expressly agree that Owner shall be exempt from publicly bidding the completion work pursuant to Sections 252.021 and 252.022 of the Texas Local Government Code.

D. Owner may not proceed with termination of the Contract under Paragraph 16.02.B if Contractor within the ten (10) day cure period begins to correct its failure to perform and proceeds diligently to cure such failure.

E. If Owner proceeds to complete the Work and/or correct the default, Contractor shall not be entitled to receive any further payment until the Work is completed. If the unpaid

balance of the Contract Price exceeds the cost to complete the Work, including all related claims, costs, losses, and damages (including but not limited to all fees and charges of engineers, architects, attorneys, and other professionals) sustained by Owner, such excess will be paid to Contractor. Notwithstanding the preceding sentence, if the Agreement establishes a Guaranteed Maximum Price, Contractor will only be entitled to be paid for Work performed prior to its default. If the cost to complete the Work including such related claims, costs, losses, and damages exceeds such unpaid balance, Contractor shall pay the difference to Owner. Such costs shall include not only the cost of completing the Work, but also losses, damages, costs and expense, including attorneys' fees and expenses, incurred by Owner in connection with the reprocurement and defense of claims arising from Contractor's default.

F. Where Contractor's services have been so terminated by Owner, the termination will not affect any rights or remedies of Owner against Contractor then existing or which may thereafter accrue, or any rights or remedies of Owner against Contractor or anysurety.

G. If Owner improperly terminates the Agreement for cause, the termination for cause will be converted to a termination for convenience in accordance with the provisions of Paragraph 16.03 of the Agreement.

16.03 Owner May Terminate For Convenience

A. Upon seven (7) days written notice to Contractor, Owner may, without cause and without prejudice to any other right or remedy of Owner, terminate the Contract. In such case, Contractor shall be paid (subject to the GMP) for:

1. completed and acceptable Work executed in accordance with the Contract Documents prior to the effective date of termination;

2. expenses sustained prior to the effective date of termination in performing services and furnishing labor, materials, or equipment as required by the Contract Documents in connection with uncompleted Work; and

3. demobilization expenses.

B. Contractor shall not be paid for any economic loss arising out of or resulting from such termination, except for those costs expressly identified above.

C. Upon receipt of written notice from the Owner of such termination for the Owner's convenience, the Contractor shall:

1. cease operations as directed by the Owner in the notice and, if required by the Owner, participate in an inspection of the Work with the Owner to record the extent of completion thereof, to identify the Work remaining to be completed or corrected, and to determine what temporary facilities, tools, equipment and construction machinery are to remain at the Site pending completion of the Work;

2. take actions necessary, or that the Owner may direct, for the protection and preservation of the Work; and

3. except for Work directed to be performed prior to the effective date of termination stated in the notice, terminate all existing Project agreements, including agreements

with the Architect, Consultants, Contractors, and purchase orders, and enter into no further Project agreements and purchase orders.

D. If Owner terminates the contract for convenience and proceeds to design and construct the Project through its employees, agents or third parties, Owner's rights to use the Work Product shall be as set forth in the Contract Documents.

16.04 Contractor May Stop Work or Terminate

A. If, through no act or fault of Contractor, (1) the Work is suspended for more than 180 consecutive days by Owner or under an order of court or other public authority, or (2) Engineer fails to act on any Application for Payment within 30 days after it is submitted, or (3) Owner fails for 60 days to pay Contractor any sum finally determined to be due, then Contractor may, upon seven days written notice to Owner and Engineer, and provided Owner or Engineer do not remedy such suspension or failure within that time, terminate the contract and recover from Owner payment on the same terms as provided in Paragraph 16.03.

B. In lieu of terminating the Contract and without prejudice to any other right or remedy, if Engineer has failed to act on an Application for Payment within 30 days after it is submitted, or Owner has failed for 60 days to pay Contractor any sum finally determined to be due, Contractor may, seven (7) days after written notice to Owner and Engineer, stop the Work until payment is made of all such amounts due Contractor. The provisions of this paragraph are not intended to preclude Contractor from submitting a Change Proposal for an adjustment in Contract Price or Contract Times or otherwise for expenses or damage directly attributable to Contractor's stopping the Work as permitted by this paragraph.

ARTICLE 17 – FINAL RESOLUTION OF DISPUTES

17.01 Methods and Procedures

A. *Disputes Subject to Final Resolution*: The following disputed matters are subject to final resolution under the provisions of this Article:

1. A timely appeal of an approval in part and denial in part of a Claim, or of a denial in full; and

2. Disputes between Owner and Contractor concerning the Work or obligations under the Contract Documents, and arising after final payment has been made.

3. Reserved claims of Owner or Contractor under these Control Documents, including Article 12.

B. *Final Resolution of Disputes*:

1. For any disputes subject to this article, Owner and Contractor shall endeavor to resolve their Claims by mediation. The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having

jurisdiction. Mediation is a condition precedent to litigation before a court of competent jurisdiction.

2. For any claim not resolved by mediation, the parties agree to submit such claims to the jurisdiction of the District Court of El Paso County, Texas for final dispute resolution.

ARTICLE 18 – MISCELLANEOUS

18.01 Giving Notice

A. Whenever any provision of the Contract Documents requires the giving of written notice, it will be deemed to have been validly given if:

1. delivered in person, by a commercial courier service or otherwise, to the individual or to a member of the firm or to an officer of the corporation for which it is intended;

2. delivered at or sent by registered or certified mail, postage prepaid, to the last business address known to the sender of the notice; or

3. delivered by electronic means with a corresponding confirmation of delivery or read receipt.

18.02 Computation of Times

A. When any period of time is referred to in the Contract by days, it will be computed to exclude the first and include the last day of such period. If the last day of any such period falls on a Saturday, Sunday or a legal holiday, the computation of time will conclude on the next business day.

18.03 Cumulative Remedies

A. The duties and obligations imposed by these General Conditions and the rights and remedies available hereunder to the parties hereto are in addition to, and are not to be construed in any way as a limitation of, any rights and remedies available to any or all of them which are otherwise imposed or available, by special warranty or guarantee, or by other provisions of the Contract.

18.04 Limitation of Damages

A. The Contractor and Owner waive claims against each other for the following damages arising out of or relating to this Contract. This mutual waiver includes:

1. damages incurred by the Owner for loss of financing, business opportunity and reputation, and for loss of management or employee productivity or of the services of such persons; and

2. damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, bonding capacity, business and reputation, and for loss of profit except anticipated profit arising directly from the Work.

B. The damages limitation set forth in Paragraph 18.04.A above is not intended to affect the payment of liquidated damages, if applicable, or delay damages which both

parties recognize has been established, in part, to reimburse Owner for some damages that might otherwise be deemed to be incidental to the Work.

18.05 No Waiver

A. A party's non-enforcement of any provision shall not constitute a waiver of that provision, nor shall it affect the enforceability of that provision or of the remainder of this Contract.

18.06 Survival of Obligations

A. All representations, indemnifications, warranties, and guarantees made in, required by, or given in accordance with the Contract, as well as all continuing obligations indicated in the Contract, will survive final payment, completion, and acceptance of the Work or termination or completion of the Contract or termination of the servicesof Contractor.

18.07 Controlling Law

A. This Contract is to be governed by the law of the state of Texas. However, the laws of the state in which Project is located, including applicable federal laws and governmental authorizations and permits issued with respect to the Work pursuant to state or federal law, shall pertain as to the duty of Contractor to construct the Work in compliance with legal requirements.

18.08 Headings

A. Article and paragraph headings are inserted for convenience only and do not constitute parts of these General Conditions, and shall not in any way be construed to limit or alter the meaning of any provision.

18.09 Prevailing Wage

A. Contractor shall provide and pay for labor in accordance with the prevailing wage in the locality and shall not pay less than the prevailing wage.

18.10 Right to Audit:

A. Whenever the Owner enters into any type of contractual arrangement with the Contractor, then the Contractor's "records" shall upon reasonable notice be open to inspection and subject to audit and/or reproduction during normal business working hours. The Owner's representative, or an outside representative engaged by the Owner, may perform such audits. The Contractor shall maintain all records relating to this Agreement for four (4) years from the date of final payment under this Agreement.

B. The Owner shall have the exclusive right to examine the records of the Contractor. The term "records" as referred to herein shall include any and all information, materials and data of every kind and character, including without limitation records, books, papers, documents, contracts, schedules, commitments, arrangements, notes, daily diaries, reports, drawings, receipts, vouchers and memoranda, and any and all other agreements, sources of information and matters that may, in the Owner's judgment, have any bearing on or pertain to any matters, rights, duties or obligations under or covered by any contract document. Such records shall include (hard copy, as well as

computer-readable data if it can be made available), written policies and procedures, time sheets, payroll registers, cancelled checks, personnel file data, correspondence, general ledger entries, and any other record in the Contractor's possession which may have a bearing on matters of interest to the Owner in connection with the Contractor's dealings with the Owner (all of the foregoing are hereinafter referred to as "records"). In addition, the Contractor shall permit interviews of employees as well as agents, representatives, vendors, subcontractors and other third parties paid by the Contractor to the extent necessary to adequately permit evaluation and verification of the following:

1. The Contractor's compliance with contract requirements;
2. The Contractor's compliance with the Owner's business ethics policies; and
3. If necessary, the extent of the Work performed by the Contractor at the time of contract termination.

C. The Contractor shall require all payees (examples of payees include subcontractors, insurance agents, material suppliers, etc.) to comply with the provisions of this Article 18.10 by securing the requirements hereof in a written agreement between the Contractor and payee. Such requirements include a flow-down right of audit provision in contracts with payees that also apply to subcontractors and sub-subcontractors, material suppliers, etc. The Contractor shall cooperate fully and shall require Related Parties and all of the Contractor's subcontractors to cooperate fully in furnishing or in making available to the Owner from time to time whenever requested, in an expeditious manner, any and all such information, materials, and data.

D. The Owner's authorized representative or designee shall have reasonable access to the Contractor's facilities, shall be allowed to interview all current or former employees to discuss matters pertinent to the performance of this Agreement, and shall be provided adequate and appropriate work space in order to conduct audits in compliance with this Article 18.10.

E. If an audit inspection or examination in accordance with this Article 18.10 discloses overpricing or overcharges of any nature by the Contractor to the Owner in excess of one-half of one percent (.5%) of the total contract billings, then the reasonable actual cost of the Owner's audit shall be reimbursed to the Owner by the Contractor. Any adjustments and/or payments, which must be made as a result of any such audit or inspection of the Contractor's invoices and/or records, shall be made within a reasonable amount of time (not to exceed 90 days) from presentation of the Owner's findings to the Contractor.

Contractor shall have the right to challenge the audit finding. If the audit findings were incorrect, Contractor shall not be responsible for the costs of the audit.

18.11 Trust Funds

A. This Project is subject to the Texas Trust Fund Statute, chapter 162 of the Texas Property Code, and the Parties acknowledge that the payment obligations contained herein for the Contractor to receive funds from the Owner and then use those funds to pay such Subcontractors, Suppliers, Vendors, Consultants, and the like, are subject to the Trust Fund Statute and the Owner's audit rights outline in this Article 18.

18.12 Severability

A. If any provision or any part of a provision of the Contract Documents shall be finally determined to be superseded, invalid, illegal, or otherwise unenforceable pursuant to any applicable Legal Requirements, such determination shall not impair or otherwise affect the validity, legality, or enforceability of the remaining provision or parts of the provision of the Contract Documents, which shall remain in full force and effect as if the unenforceable provision or part were deleted.

18.13 Amendments

A. The Contract Documents may not be changed, altered, or amended in any way except in writing signed by a duly authorized representative of each party.

18.14 Assignment

A. Contractor shall not, without the written consent of the Owner assign, transfer or sublet any portion or part of the Work or the obligations required by the Contract Documents, other than to an affiliate. An assignment to an affiliate shall not relieve the assignor of its obligations under this Agreement.

18.15 Confidential Information

A. Confidential Information is defined as information which is determined by the transmitting party to be of a confidential or proprietary nature and: (a) the transmitting party identifies as either confidential or proprietary; (b) the transmitting party takes steps to maintain the confidential or proprietary nature of the information; and (c) the document is not otherwise available in or considered to be in the public domain. The receiving party agrees to maintain the confidentiality of the Confidential Information and agrees to use the Confidential Information solely in connection with the Project.

B. A party receiving Confidential Information may disclose the Confidential Information as required by law or court order, including a subpoena or other form of compulsory legal process issued by a court or governmental entity. A party receiving Confidential Information may also disclose the Confidential Information to its employees, consultants or contractors in order to perform services or work solely and exclusively for the Project, provided those employees, consultants and contractors are subject to the restrictions on the disclosure and use of Confidential Information as set forth in this Contract.

18.16 Public Art Component

A. This Project is subject to the Owner's Public Art initiate and, as such, two percent (2%) of the Project budget, through separate funds, are devoted to the commission or acquisition and installation of a public art work. The Contractor expressly acknowledges that the Public Art component is part of the Work. The Contractor agrees to coordinate

with the Owner and the artist for installation of the art work at the direction of the artist and the Owner. The cost of such coordination, direction and installation shall be born by Contractor and are part of the Contract Price.

18.17 Open Records Act/Texas Public Information Act Requests

A. The Contractor recognizes that this Project is publicly owned and the Owner is subject to the disclosure requirements of the Texas Public Information Act ("TPIA"). As part of its obligations within the Contract Documents, the Contractor agrees, at no additional cost to the Owner, to cooperate with the Owner for any particular needs or obligations arising out of the Owner's obligations under the TPIA. This acknowledgement and obligation are in addition to and complimentary to the Owner's audit rights in section 18.10.

City of El Paso
Capital Improvement Department

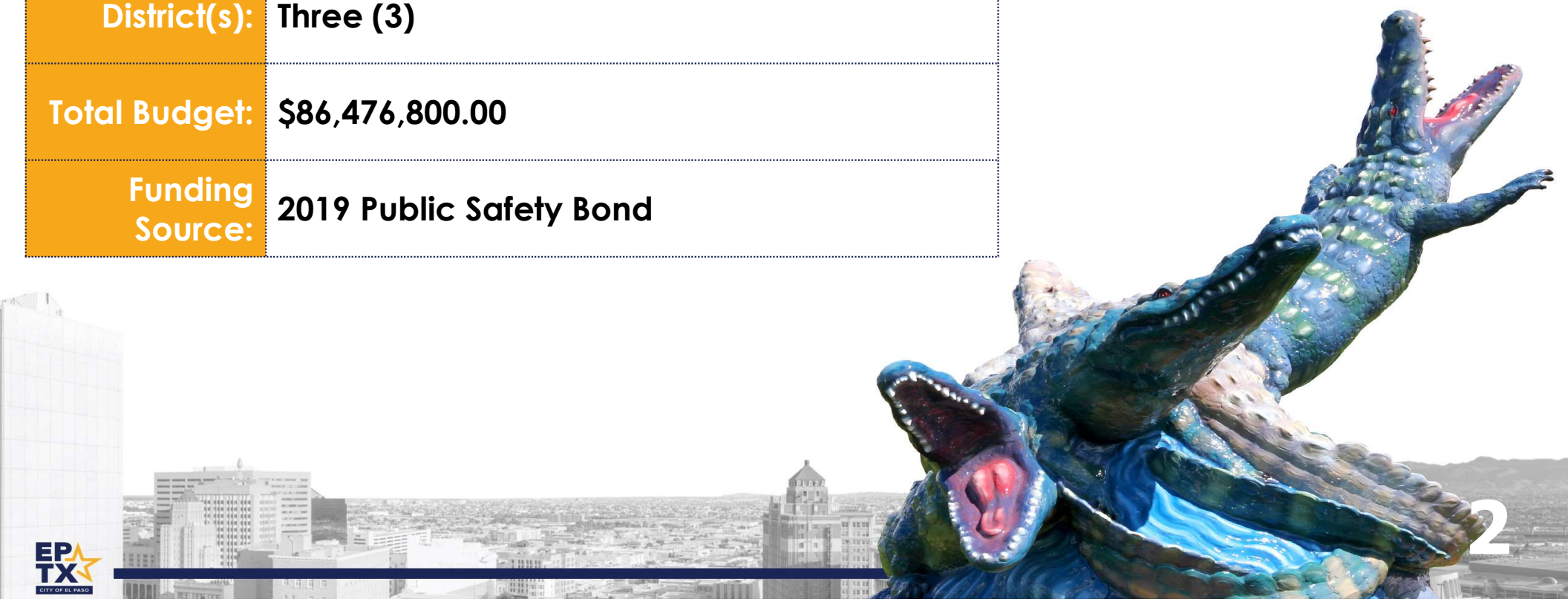
El Paso Police & Fire Department
Joint Head Quarters

January 06, 2026

Strategic Plan Goal:
2) Set The Standard For A Safe And Secure City
2.3) Increase Public Safety Operational Efficiency

Project Details

Location:	Global Reach Dr., El Paso, Texas 79925
District(s):	Three (3)
Total Budget:	$86,476,800.00
Funding Source:	2019 Public Safety Bond

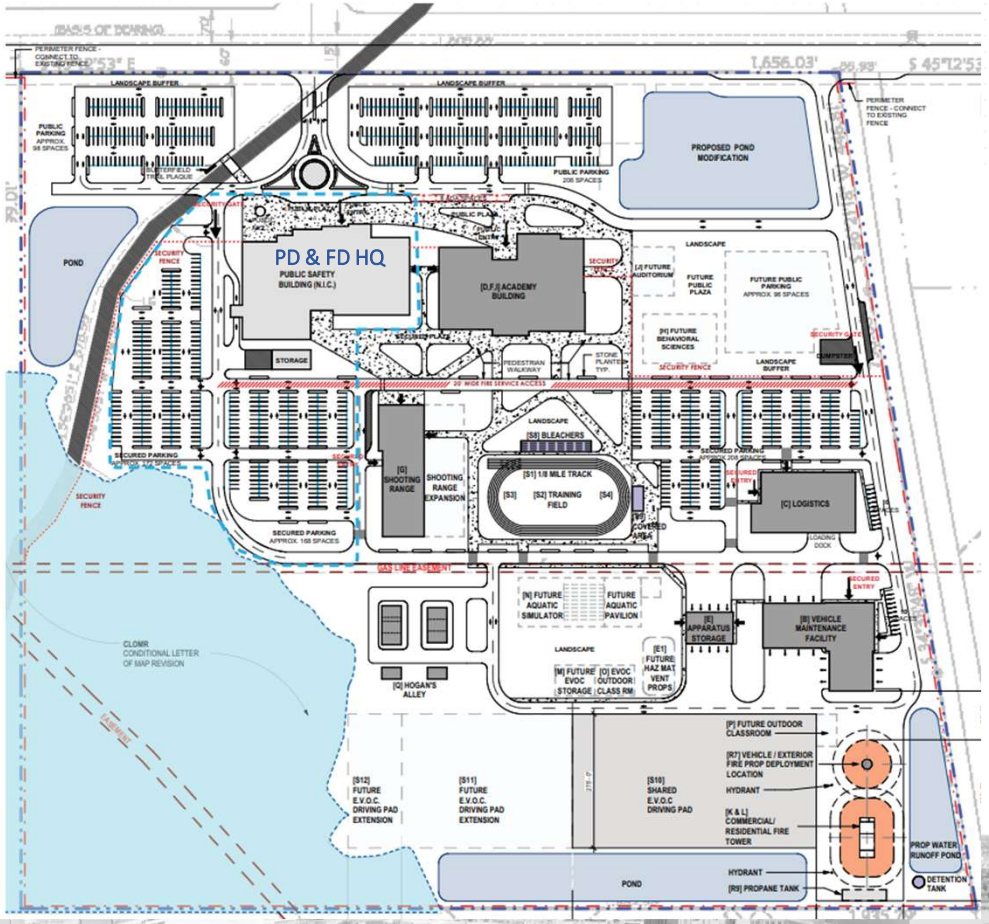


Scope of Work

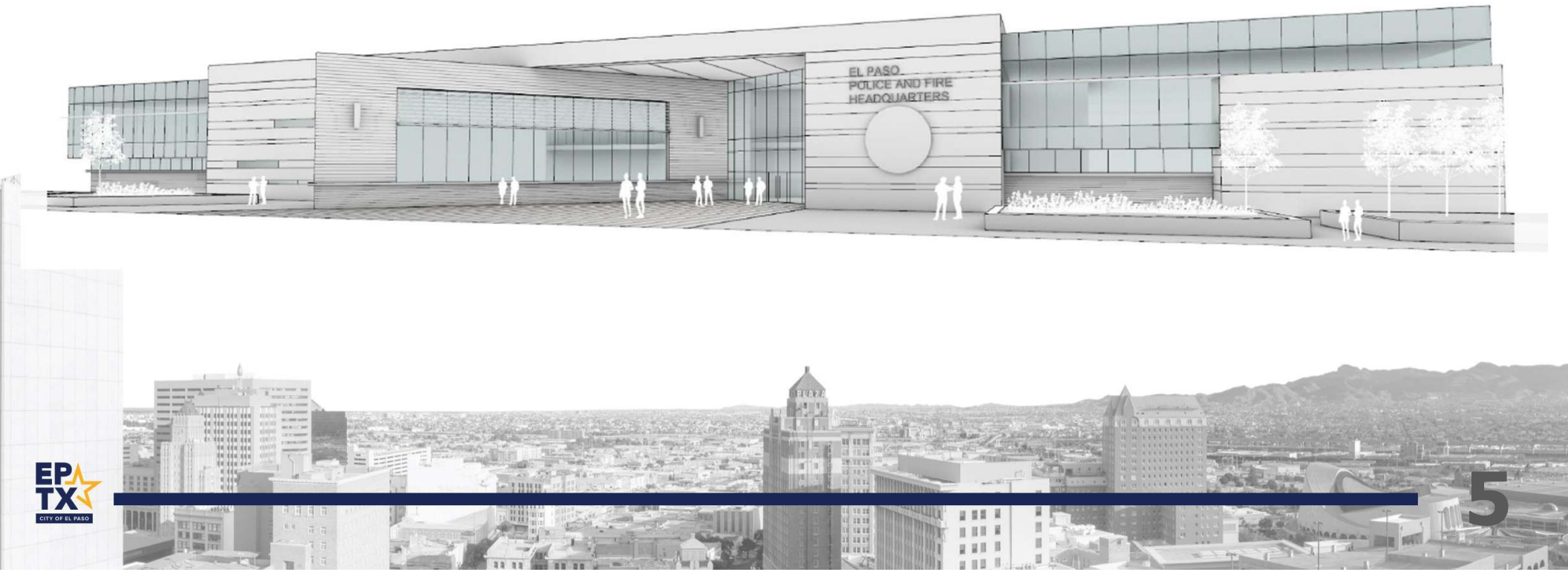
- **Design and construction of a new El Paso Police and Fire Department Joint Headquarters, approximately 100,000 square feet.**



Site Plan


PD & FD HQ
PUBLIC SAFETY BUILDING (N.I.C.)
[D,F,I] ACADEMY BUILDING
PROPOSED POND MODIFICATION
POND
PUBLIC PARKING APPROX. 55 SPACES
PUBLIC PARKING 206 SPACES
LANDSCAPE BUFFER
PERIMETER FENCE - CONNECT TO EXISTING FENCE
SECURITY FENCE
STORAGE
[J] FUTURE AUDITORIUM
FUTURE PUBLIC PLAZA
FUTURE PUBLIC PARKING APPROX. 96 SPACES
[H] FUTURE BEHAVIORAL SCIENCES
SECURITY GATE
DUMPSTER
PEDESTRIAN WALKWAY
STONE PLANTER TYP.
20' WIDE FIRE SERVICE ACCESS
LANDSCAPE
[S8] BLEACHERS
[G] SHOOTING RANGE
SHOOTING RANGE EXPANSION
[S1] 1/8 MILE TRACK
[S3]
[S2] TRAINING FIELD
[S4]
[C] LOGISTICS
LOADING DOCK
SECURED PARKING APPROX. 168 SPACES
SECURED ENTRY
GAS LINE EASEMENT
CLOMR CONDITIONAL LETTER OF MAP REVISION
[N] FUTURE AQUATIC SIMULATOR
FUTURE AQUATIC PAVILION
[E] APPARATUS STORAGE
[B] VEHICLE MAINTENANCE FACILITY
[Q] HOGAN'S ALLEY
[E1] FUTURE HAZ MAT VENT PROPS
[M] FUTURE EVOC STORAGE
[O] EVOC OUTDOOR CLASS RM
[P] FUTURE OUTDOOR CLASSROOM
[R7] VEHICLE / EXTERIOR FIRE PROP DEPLOYMENT LOCATION
HYDRANT
[K & L] COMMERCIAL/ RESIDENTIAL FIRE TOWER
[S12] FUTURE E.V.O.C. DRIVING PAD EXTENSION
[S11] FUTURE E.V.O.C. DRIVING PAD EXTENSION
[S10] SHARED E.V.O.C DRIVING PAD
PROP WATER RUNOFF POND
DETENTION TANK
[R9] PROPANE TANK

Project Rendering



CMAR
Construction Manager at Risk

- Construction Manager at Risk method provides an alternate construction delivery method utilizing Construction Management Services to procure bids and contracts for construction of a project within a Guaranteed Maximum Price (GMP).

- Construction Manager works with Owner and Designer to establish cost estimates and refine scope of work to keep within prescribed budget.

- Preconstruction Phase services included initial estimates and development of suggested bid packages in coordination with Architect Schematic Designs and Owner criteria.

CMAR
Construction Manager at Risk

Advantages of CMAR Include:

- Improved cost control
- Improved delivery time
- Team approach to project delivery that can improve quality

Recommended Actions

For City Council to approve the CMAR Pre-Construction Services for the El Paso Police & Fire Department Joint Headquarters for an amount not to exceed $15,000.00 between the City of El Paso and Jordan Foster Construction, LLC.



MISSION

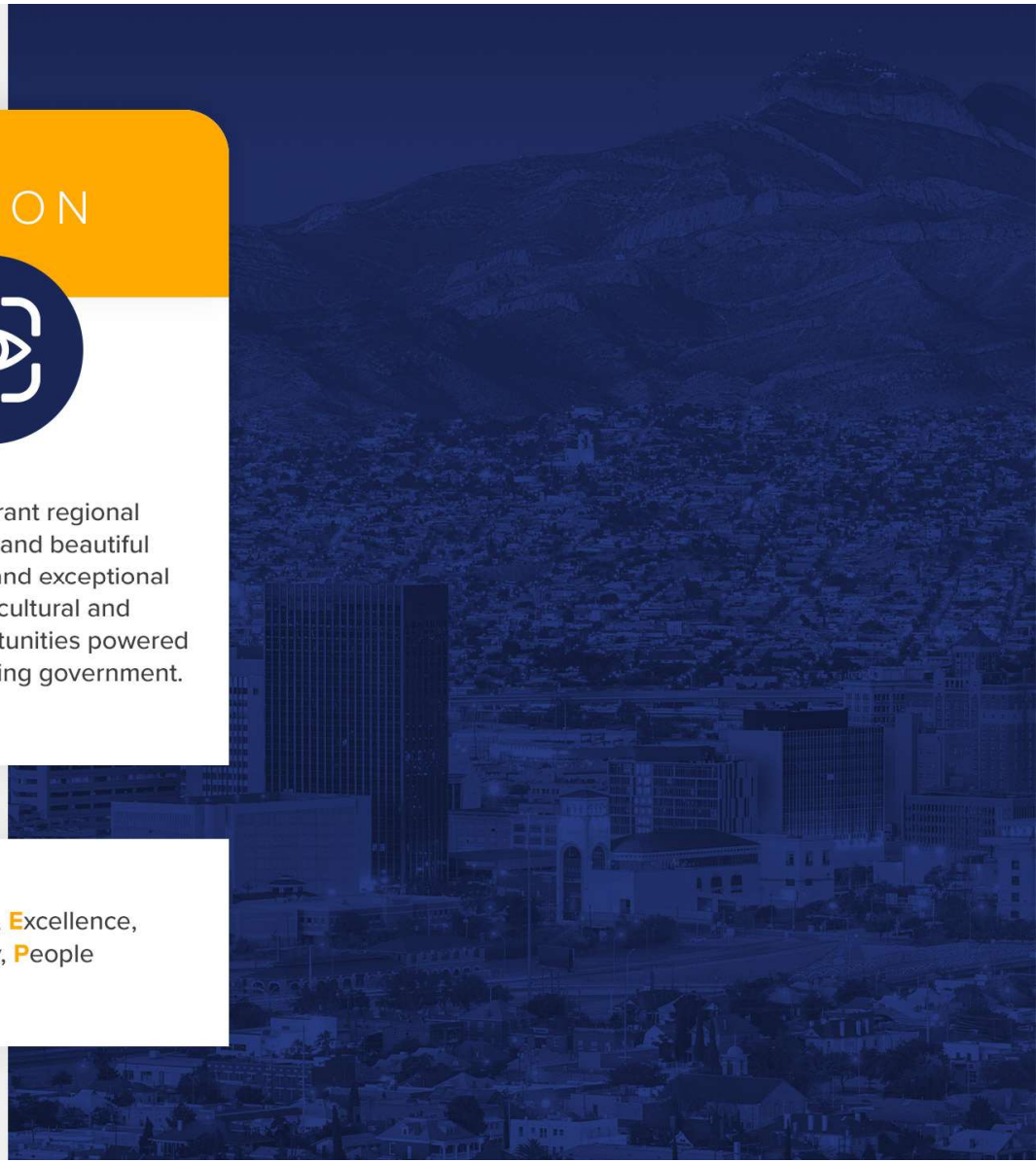
Deliver exceptional services to support a high quality of life and place for our community.

VISION

Develop a vibrant regional economy, safe and beautiful neighborhoods and exceptional recreational, cultural and educational opportunities powered by a high performing government.

VALUES

Integrity, **R**espect, **E**xcellence, **A**ccountability, **P**eople



MISIÓN

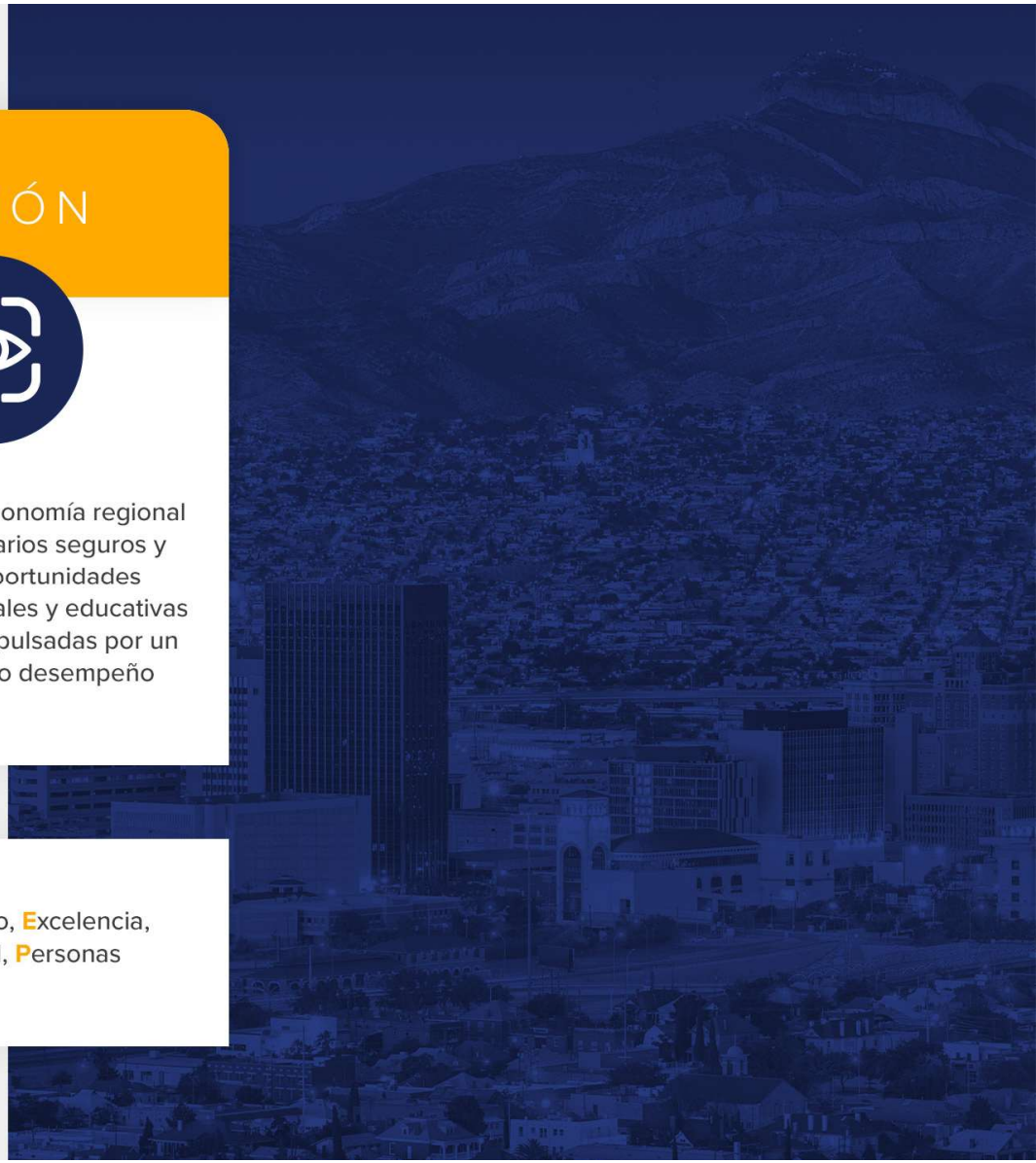
Brindar servicios excepcionales para respaldar una vida y un lugar de alta calidad para nuestra comunidad

VISIÓN

Desarrollar una economía regional vibrante, vecindarios seguros y hermosos y oportunidades recreativas, culturales y educativas excepcionales impulsadas por un gobierno de alto desempeño

VALORES

Integridad, **R**espeto, **E**xcelencia, **R**esponsabilidad, **P**ersonas



File #: 26-0016, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.
No Title's, No emails. Please use ARIAL 10 Font.

District 2
Real Estate Division, Mary Lou Espinoza, (915) 212-0825

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

An Ordinance authorizing the conveyance of real property owned by the City of El Paso to Tepabe Properties, LLC., for the purchase price of $36,227.50; such real property legally described as a portion of Lot 31, Block 11, Womble Addition, an addition to the City of El Paso, El Paso County, Texas.

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

CONTRACT OF SALE
PID# 314206

This Contract of Sale ("**Agreement**") is made this _____ day of _____, 20__ ("**Effective Date**") between the City of El Paso, a municipal corporation organized and existing under the laws of the State of Texas ("**Seller**") and Tepabe Properties, LLC ("**Buyer**"). For the convenience of the parties, all defined terms appear in **bold face** print when first defined. The parties agree as follows:

SECTION 1. SALE AND PURCHASE AND CONVEYANCE OF THE PROPERTY.

A. Subject to the terms of this Agreement, the Seller will sell to the Buyer and the Buyer will purchase from the Seller the property described as follows:

1. A portion of Lot 31, Block 11, Womble Addition, an addition to the City of El Paso, El Paso County, Texas, according to the plat thereof on file in Volume 13, Page 32, Real Property Records, El Paso County, Texas, as further described in **Attachment "A"**, the "**Property**".

SECTION 2. PURCHASE PRICE AND TITLE COMPANY.

A. The Buyer will pay the Seller a total amount of $36,227.50 for the Property ("**Purchase Price**"). The Purchase Price above is to be paid by the Buyer to the Seller through the Title Company selected by the Seller ("**Title Company**") at the Closing of this Agreement.

B. The Buyer will submit a check to the Title Company in the amount of $362.28 ("**Deposit**"), within 15 calendar days of the Effective Date. The Title Company will hold the Deposit in an escrow to be applied as provided by this Agreement. If the sale of the Property is in accordance with the provisions in this Agreement, then the Title Company will apply the Deposit to the Purchase Price of the Property at Closing.

C. The Title Company will act as the escrow holder in this transaction. The Seller will deliver signed copies of this Agreement to the Title Company which will serve as instructions for the closing of this transaction.

SECTION 3. SELLER'S WARRANTIES, OBLIGATIONS, AND RIGHTS.

A. WARRANTIES. To the best of the Seller's knowledge the Seller warrants to the Buyer that:

1. The Seller has the full right to convey the Property, as such the Buyer's rights to the Property conveyed through this Agreement will not be adversely affected by a superior title;

2. No leasehold rights or interests have been granted and are currently in effect involving

the Property;

3. No work has been performed on the Property or any materials have been provided for work on the Property that could result in a mechanic's or materialman's lien;

4. There are no pending claims of damage to property or injury to person occurring on the Property;

5. The Seller has not received any notices of condemnation regarding the Property; and

6. There are no unpaid utility bills or unfulfilled maintenance contracts regarding the Property.

7. **Property Sold "As Is"**. THIS CONTRACT IS AN ARMS-LENGTH AGREEMENT BETWEEN THE PARTIES. THE PURCHASE PRICE WAS BARGAINED ON THE BASIS OF AN "AS IS", "WHERE IS" TRANSACTION. BUYER ACKNOWLEDGES AND AGREES THAT (A) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN ANY CLOSING DOCUMENTS EXECUTED AND DELIVERED BY SELLER TO BUYER AT CLOSING, THE PURCHASE OF THE PROPERTY SHALL BE ON AN "AS IS", "WHERE IS", "WITH ALL FAULTS" BASIS, SUBJECT TO ORDINARY WEAR AND TEAR FROM THE EFFECTIVE DATE UNTIL CLOSING, AND (B) EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT OR IN ANY CLOSING DOCUMENTS EXECUTED AND DELIVERED BY SELLER TO BUYER AT CLOSING, SELLER HAS NO OBLIGATION TO REPAIR ANY DAMAGE TO OR DEFECT IN THE PROPERTY, REPLACE ANY OF THE PROPERTY OR OTHERWISE REMEDY ANY MATTER AFFECTING THE CONDITION OF THE PROPERTY. THIS PROVISION SHALL BE DEEMED TO SURVIVE THE CLOSING.

B. OBLIGATIONS. The Seller will comply with the following obligations:

1. Within 15 business days of the Effective Date, the Seller will deliver the following documents to the Buyer, if such documents exist:

   a. Any "as-built" plans for any improvements on the Property, if any;

   b. Tax bills showing the amount of the current real property tax and the assessed value of the land; and

   c. All environmental reports of the Property and the improvements on the Property.

2. If the Seller has contracted a real estate broker or agent to represent the Seller in the transaction of this Agreement, then the Seller is responsible for the payments of that contract.

C. RIGHTS.

1. The Seller may select the Title Company that will assist with the sale of the Property. The Seller will forward this Agreement to the Title Company to be used at escrow instructions.

SECTION 4. BUYER'S WARRANTIES, OBLIGATIONS, AND RIGHTS.

A. WARRANTIES. The Buyer warrants that:

1. There will be no unpaid bills or claims in connection with the inspection of the Property;

B. OBLIGATIONS. The Buyer will comply with the following obligations:

1. **AFTER THE CLOSING, THE BUYER WILL BE RESPONSIBLE FOR ALL ENVIRONMENTAL MATTERS THAT ARISE, EVEN IF SUCH ENVIRONMENTAL MATTERS WERE KNOWN BEFORE THE CLOSING. AFTER THE CLOSING, THE BUYER INDEMNIFIES, HOLDS HARMLESS, AND RELEASES THE SELLER FROM LIABILITY FOR ANY LATENT DEFECTS AND FROM LIABILITY FROM ENVIRONMENTAL PROBLEMS THAT AFFECT THE PROPERTY, INCLUDING LIABILITY UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, OR THE TEXAS WATER CODE. THE BUYER INDEMNIFIES, HOLDS HARMLESS AND RELEASES THE SELLER FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF THE SELLER'S OWN NEGLIGENCE OR THE NEGLIGENCE OF THE SELLER'S REPRESENTATIVES. THE BUYER INDEMNIFIES, HOLDS HARMLESS, AND RELEASES THE SELLER FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY ARISING AS THE RESULT OF THEORIES OF PRODUCTS LIABILITY AND STRICT LIABILITY, OR UNDER NEW LAWS OR CHANGES TO EXISTING LAWS ENACTED AFTER THE EFFECTIVE DATE THAT WOULD OTHERWISE IMPOSE ON THE SELLER IN THIS TYPE OF TRANSACTION NEW LIABILITIES FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY.**

2. If the Buyer has contracted a real estate broker, agent, finder, or other party for the transaction of this Agreement, then the Buyer is responsible for the payments of that contract.

C. RIGHTS. The Buyer is responsible for all costs associated with exercising the following rights:

1. INSPECTION. The Buyer may inspect the Property within 30 days of the Effective Date of this Agreement (**"Inspection Period"**). The Buyer will be responsible for all expenses related to the inspection or any other examination of the Property. The Buyer will ensure that its representatives, agents, consultants, or any other persons related to the inspection of the Property, if any, have general liability insurance of at least $500,000.00 and property damage insurance of at least $500,000.00 during the Inspection Period. The Buyer will ensure the insurance policies are with an insurance provider that is licensed in the State of Texas and are acceptable to the Seller. The Seller disclaims any warranties regarding the condition of the Property and/or the suitability of the Property. The Buyer may terminate this Agreement during the Inspection Period in accordance to Section 5(A)(1). The Buyer acknowledges that the Buyer was given an opportunity to inspect the Property, and is relying on information gathered during the inspection and not information provided to the Buyer by the Seller. The Buyer acknowledges that the information the Buyer has obtained about the Property has been from a variety of sources and that the Seller makes to representation as to the accuracy of that information. **THE BUYER WILL INDEMNIFY, DEFEND, AND HOLD HARMLESS, THE CITY AND THE CITY'S OFFICER'S AND EMPLOYEES FROM ANY THIRD PARTY CLAIMS RELATED TO ANY INSPECTIONS PERFORMED BY THE BUYER OR THE BUYER'S EMPLOYEES, AGENTS, CONTRACTORS OR SUBCONTRACTORS. SUCH INDEMNIFICATION RESPONSIBILITY ON BUYER INCLUDES THE OBLIGATION TO PAY FOR ALL ATTORNEY'S FEES AND COURT COSTS INCURRED BY THE SELLER.**

2. TITLE INSURANCE. The Buyer will, at the Buyer's sole expense, order a current commitment for Title Insurance for the Property within 15 days of the Effective Date of this Agreement. The Buyer will send a copy of the title commitment and any documents related to title insurance to the Seller.

3. SURVEY. The Buyer may obtain a new survey or update an existing survey at the Buyer's expense within 15 days of the Effective Date of this Agreement. If the metes and bounds description of the Property in the survey obtained by the Buyer are different from the ones described in Attachment "A", then the parties may use the new survey to describe the Property in this Agreement.

4. TITLE REVIEW PERIOD. The Buyer may review the commitment for title insurance and the survey within 15 days of receiving the commitment for title insurance (**"Title Review Period"**) and send a written notice to the Seller, before the expiration of the Title Review Period, listing the Buyer's objections, if any. If the Buyer does not send the Seller a written notice with the Buyer's objections within the Title Review Period, then the parties will proceed with the purchase and sale of the Property in accordance with the provisions of this Agreement. If the Seller receives objections from the Buyer, then the Seller will perform one of the following within 14 calendar days of receiving Buyer's objections:

a. Notify the Buyer that the Seller will cure the Buyer's objections before the Closing Date. If the Seller elects this option, then the Seller will cure the Buyer's objections before the Closing Date;

b. Notify the Buyer that the Seller will cure the Buyer's objections, however the Seller and the Buyer must agree to postpone the Closing Date to allow the Seller enough time to cure the Buyer's objections. The Seller or the Buyer may terminate this Agreement in accordance to Section 5(A)(3) if the Buyer refuses to postpone the Closing Date; or

c. Notify the Buyer that the Seller will not cure the Buyer's objections and that the Seller will terminate this Agreement in accordance with Section 5(A)(3).

SECTION 5. TERMINATION.

A. This Agreement may be terminated as provided in this Section.

1. TERMINATION DURING INSPECTION PERIOD. The Buyer may terminate this Agreement for any reason at any time only during the Inspection Period by providing written notice to the Seller. The Buyer may afford the Seller a certain time to cure any defects on the Property that are discovered and notified to the Seller during the Inspection Period. The Seller may cure the defects notified by the Buyer or choose to terminate this Agreement if the Seller refuses to cure the defects. If the Buyer affords the Seller the opportunity to cure any defects, then the Seller will notify the Buyer whether it will cure the defects or terminate this Agreement. If the Agreement is terminated under this provision, then the Seller will refund, or direct the Title Company to refund, the full deposit to the Buyer.

2. TERMINATION FOR CAUSE. Either party may terminate this Agreement before or on the Closing Date if the other party fails to fulfill the obligations of this Agreement following written notice allowing for 15 calendar days opportunity to cure. If the Seller terminates this Agreement pursuant to this provision, then the Seller may keep the Deposit made by the Buyer. If the Buyer terminates this Agreement for cause, then the Seller will refund the deposit to the Buyer and such will be the Buyer's sole remedy under this Agreement.

3. TERMINATION DURING TITLE REVIEW PERIOD. If during the Title Review Period, the parties decide to terminate this Agreement in accordance with Section 4(C)(4), then the terminating party will send a written termination notice to the nonterminating party. The Buyer may terminate this Agreement if the Seller fails to perform the obligations under Section 4(C)(4) of this Agreement. If the Agreement is terminated under this provision, then the Seller will refund, or direct the Title Company to refund, the full deposit to the Buyer.

4. TERMINATION FOR CASUALTY. If any damages occur to the Property before the Closing Date due to fire or another casualty, then the parties may mutually agree to

postpone the Closing Date to allow the Seller time to repair the damages. The Buyer may only terminate this Agreement if the repairs to the Property by the Seller will lead to the Closing Date being postponed. If the Buyer does not want to postpone the Closing Date to allow the Seller to remedy the damages, then the Buyer may terminate this Agreement by sending a termination notice to the Seller after becoming aware of the damages to the Property. If the Buyer terminates this Agreement under this provision, then the Seller will refund, or direct the Title Company to refund, the full deposit to the Buyer.

SECTION 6. CLOSING.

A. Provided that the parties have not terminated this Agreement, the parties will meet all the obligations of this Agreement, including finalizing the sale and transfer of the Property ("**Closing**") within 30 calendar days following the expiration of the Title Review Period or such earlier date as may be specified by the Buyer by not less than five calendar days advance written notice to the Seller ("**Closing Date**"). A party's failure to meet all the obligations of this Agreement by or on the Closing Date is a breach of this Agreement.

B. SELLER'S OBLIGATIONS. Before or on the Closing Date the Seller will deliver the following to the Buyer through the Title Company:

1. A fully executed deed ("**Deed**") conveying title to the Property in a form substantially similar to the form included in this Agreement as **Attachment "B"**;

2. The environmental reports, test results and disposal documentation with regard to the demolition and removal of asbestos from the site, if any;

3. All keys or other access devices in the possession of the Seller or its agents to the locks located on the Property, if any; and

4. Any other items requested by the Title Company reasonably necessary to finalize the closing of this Agreement.

C. BUYER'S OBLIGATIONS. At the closing of this Agreement the Buyer will deliver the following to the Seller through the Title Company:

1. The Purchase Price minus the Deposit that is being held by the Title Company.

2. All Closing Costs. The Buyer is responsible for paying all fees associated with the closing of this Agreement, including any Title Company escrow fees. The Buyer will be responsible for paying any fees related to recording the Deed.

3. Any other items requested by the Title Company to finalize the closing of this Agreement.

D. TAXES. General real estate taxes, if any, for the then current year relating to the Property will be prorated on midnight before the Closing Date. If the Closing occurs before the tax rate is fixed for the then current year, the apportionment of taxes shall be made upon the basis of the tax rate for the immediately preceding year applied to the latest assessed valuation of the Land and Improvements. Within 30 Business Days after the actual taxes for the year in which the Closing occurs are determined, Seller and Buyer shall adjust the proration of such taxes and Seller and Buyer, as the case may be, shall pay to the other any amount required as a result of such adjustment and this covenant shall not merge with the Deed delivered hereunder but shall survive the Closing. All special taxes or assessments assessed prior to the Closing Date shall be paid by Seller.

E. POSSESSION. Possession of the Property will be transferred to the Buyer from the Seller at the Closing of this Agreement, as such the Buyer acknowledges that the risk of loss transfers along with the possession of the Property.

SECTION 7. GENERAL PROVISIONS.

A. NO WAIVER. Either party may waive any default without waiving any prior or subsequent defaults. Either party's failure to exercise or delay in exercising any right under this Agreement, will not operate as a waiver of such right.

B. INDEPENDENT CONTRACTOR RELATIONSHIP. This Agreement does not create an employee-employer relationship between the Buyer and the Seller. As such, the Seller is not subject to the liabilities or obligations the Buyer obtains under the performance of this Agreement.

C. TIME IS OF THE ESSENCE. The times and dates specified in this contract are material to this Agreement. For the purpose of this agreement **"business days"** means Monday through Friday excluding City of El Paso holidays and **"calendar days"** means Monday through Sunday excluding City of El Paso holidays.

D. NOTICES. The parties will send all notices required by this Agreement in writing both postmarked and delivered by certified mail. All mailed notices are considered received 3 business days after the postmark date. Parties may change their address by sending a written notice to the other party. A new address is not official until the change of address notice is received by the other party as provided in this section. Upon receipt of proper notification of change of address the notified party will send all further notifications to the new address. Parties will address notices as follows:

Seller:

The City of El Paso
Attn: City Manager
P. O. Box 1890
El Paso, Texas 79950-1890
CityManager1@elpasotexas.gov

Copy:	City Attorney City of El Paso P.O. Box 1890 El Paso, Texas 79950-1890 CityAttorney@elpasotexas.gov
Copy:	City of El Paso Capital Assets Manager, Real Estate P.O. Box 1890 El Paso, Texas 79950-1890 RealEstate@elpasotexas.gov
To the Buyer:	Tepabe Properties, LLC 814 W Sunset Rd El Paso, TX 79922 hjmurguia@dekoro.com, imurguia@dekoro.com

E. CONFIDENTIALITY. The Buyer acknowledges that this Agreement is subject to Chapter 552 of the Texas Government Code (Texas Public Information Act). The release of the Agreement as a whole or in part must comply with Chapter 552 of the Texas Government Code (Texas Public Information Act).

F. GOVERNING LAW. This Agreement is governed by Texas law.

G. VENUE. The venue for disputes regarding this Agreement between the parties will be El Paso County, Texas.

H. SEVERABILITY. A future finding of invalidity of any provision of this Agreement does not affect the validity of any remaining provisions of this Agreement.

I. HEADINGS. The headings and subheadings of this Agreement are for information purposes only and are not substantive terms.

J. GOVERNMENTAL FUNCTIONS. The parties agree that the Seller is entering this Agreement in the exercise of its governmental functions under the Texas Tort Claims Act. The parties also agree that the Seller is entering into this Agreement as a governmental entity performing a governmental function.

K. COMPLIANCE WITH THE LAWS. The parties will comply with all applicable laws, administrative orders, and any rules or regulations relating to the obligations under this Agreement.

L. FORCE MAJEURE. There is no breach of contract should either party's obligations within this Agreement be delayed due to an act of God, outbreak of hostilities, riot, civil disturbance, acts of terrorism, the act of any government or authority, fire, explosion, flood,

theft, malicious damage, strike, lockout, or any cause or circumstances whatsoever beyond either party's reasonable control. The delayed party must resume performing its obligations in this Agreement after the reason for the delay is resolved.

M. SUCCESSORS AND ASSIGNS. This Agreement is binding on the Seller and the Buyer, and the Buyer's successors and assigns. Neither party may assign, sublet, or transfer its interest or obligations in this Agreement without the written consent of the other.

N. THIRD-PARTY BENEFICIARIES. There are no third party beneficiaries for this Agreement.

O. REPRESENTATIONS AND WARRANTIES. The person executing this Agreement on behalf of both parties have the authority to sign on behalf of their respective parties.

P. COUNTERPARTS. The parties may execute this Agreement in counterparts.

Q. ENTIRE AGREEMENT. This Agreement constitutes the entire agreement between the parties.

(Space left intentionally blank)

(Signatures begin on the following pages)

EXECUTED by City the ___ day of _____,2026.

SELLER:
CITY OF EL PASO, TEXAS

By:_____
Dionne Mack
City Manager

APPROVED AS TO FORM:

Roberta Brito
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Mary Lou Espinoza, Capital Assets Manager
Real Estate

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this _____ day of _____, 2026, by Dionne Mack, as **City Manager** of the **City of El Paso, Texas**.

_____
Notary Public, State of Texas

My commission expires:

_____

EXECUTED by Buyer the ___ day of _____, 2026

HQ 6035 | Tran #624142 | Real Estate
PID #314206- Contract of Sale
RAB

BUYER:
Tepabe Properties, LLC

By: _____
Hector Murguia
Title: President

By: _____
Isabel Murguia
Title: Vice President

Acknowledgement

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this 5th day of December, 2025 by Hector J Murguia, as President of the **Buyer**.

_____
Notary Public, State of Texas

My commission expires:

July 20, 2026

ADRIAN LOWEREE
Notary ID #125981909
My Commission Expires
July 20, 2026

Acknowledgement

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on this 5th day of December, 2025 by Isabel Murguia, as Vice President of the **Buyer**.

_____
Notary Public, State of Texas

My commission expires:

July 20, 2026

ADRIAN LOWEREE
Notary ID #125981909
My Commission Expires
July 20, 2026

ATTACHMENT "A"
PROPERTY DESCRIPTION

ATTACHMENT "B"

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

SPECIAL WARRANTY DEED

Effective Date:	_____, 2026
Grantor:	**City of El Paso, Texas,** a Texas home-rule municipality
Grantor's Mailing Address:	City of El Paso P.O. Box 1890 El Paso, Texas 79950-1890
Grantee:	Tepabe Properties, LLC
Grantee's Mailing Address:	814 W Sunset Rd El Paso, TX 79922

PROPERTY (INCLUDING ANY IMPROVEMENTS):

A portion of Lot 31, Block 11, Womble Addition, an addition to the City of El Paso, El Paso County, Texas, according to the plat thereof on file in Volume 13, Page 32, Real Property Records, El Paso County, Texas, being more particularly described by metes and bounds on Exhibit "A", attached hereto and made a part hereof for all purposes.

CONSIDERATION

$10.00 and other valuable consideration, receipt of which is hereby acknowledged.

EXCEPTIONS TO CONVEYANCE
To be added per title commitment.

RESERVATIONS TO CONVEYANCE

None

WARRANTY AND CONVEYANCE

The GRANTOR, for the consideration and subject to the reservations from and exceptions to conveyance and exceptions to warranty, GRANTS, SELLS, and CONVEYS to the GRANTEE the Property, together with all and singular the rights and appurtenances thereto in any wise belonging,

to have and hold it to the GRANTEE, the GRANTEE'S administrators, successors and assigns forever. The GRANTOR binds the GRANTOR and the GRANTOR'S successors and assigns to warrant and forever defend all and singular the Property to the GRANTEE and the GRANTEE'S administrators, successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through, or under Grantor, but not otherwise.

EXCEPT AS EXPRESSLY PROVIDED IN THAT CERTAIN CONTRACT OF SALE DATED _____, 202__ BETWEEN THE GRANTOR AND THE GRANTEE, THE CONVEYANCE OF THE PROPERTY I SON AN "AS IS" BASIS, WITH THE GRANTOR NOT MAKING, AND THE GRANTEE NOT RELYING UPON, ANY EXPRESS OR IMPLIED WARRANTIES OF ANY KIND, OTHER THAN SPECIAL WARRANTY OF TITLE.

IN WITNESS WHEREOF this Special Warranty Deed is executed this ____ day of _____, 2026.

GRANTOR:

CITY OF EL PASO

By: _____
Dionne Mack, City Manager

ACKNOWLEDGEMENT

STATE OF TEXAS)

COUNTY OF EL PASO)

This instrument was acknowledged before me on the ___ day of _____, 2026, by Dionne Mack, City Manager, City of El Paso.

_____
Notary Public in and for the State of Texas

My Commission expires: _____

AFTER RECORDING, RETURN TO:

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

DEPARTMENT: Real Estate

AGENDA DATE: 1/6/26

PUBLIC HEARING DATE: 1/20/26

CONTACT PERSON NAME: Mary Lou Espinoza **PHONE NUMBER:** (915) 212-0825

DISTRICT(S) AFFECTED: 2

STRATEGIC GOAL:

No. 1: Cultivate an environment conducive to strong, economic development

SUBGOAL:

1.1 Stabilize and expand El Paso's tax base

SUBJECT:

An ordinance authorizing the conveyance of real property owned by the City of El Paso to Tepabe Properties, LLC., for the purchase price of $36,227.50; such real property legally described as a portion of Lot 31, Block 11, Womble Addition, an addition to the City of El Paso, El Paso County, Texas.

BACKGROUND / DISCUSSION:

The City of El Paso desires to sell the real property parcel identified as PID 314206, consisting of approximately 0.13 acres of vacant land, that is proposed to be conveyed to Tepabe Properties, LLC.

The City-owned parcel met an exception to the Notice & Bidding requirements as found in the Local Government Code, Section 272.001(1)(c)(1), which states that such land may be "sold to abutting property owners in the same subdivision if the land has been subdivided". The party interested in purchasing this property is the sole abutting owner of the subject property - Hector & Isabel Murguia.

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

PRIOR COUNCIL ACTION:

Executive Session September 29, 2025.

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

Report any contributions or donations made to City Council of an accumulated total of $500 or more. Report the name of the elected official and the amount.

NAME	AMOUNT ($)

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

DEPARTMENT HEAD: _____

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CONVEYANCE OF REAL PROPERTY OWNED BY THE CITY OF EL PASO TO TEPABE PROPERTIES, LLC., FOR THE PURCHASE PRICE OF $36,227.50; SUCH REAL PROPERTY LEGALLY DESCRIBED AS A PORTION OF LOT 31, BLOCK 11, WOMBLE ADDITION, AN ADDITION TO THE CITY OF EL PASO, EL PASO COUNTY, TEXAS.

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

That the City Manager, or designee, is authorized to effectuate the sale and closing of the property legally described as a portion of Lot 31, Block 11, Womble Addition, an addition to the City of El Paso, El Paso County, Texas, according to the plat thereof on file in Volume 13, Page 32, Real Property Records, El Paso County, Texas, such property being owned by the City of El Paso, for the purchase price of $36,227.50. Further, the City Manager or designee is authorized to: (1) execute a Contract of Sale with Tepabe Properties, LLC., (2) sign any and all documents necessary to effectuate the sale and closing of the property, and (3) exercise all rights and obligations as provided in the Contract of Sale; and (4) sign any contract amendments that do not affect the sale price, including but not limited to, time extensions associated with due diligence periods.

ADOPTED this _____ day of _____ 2026.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Roberta Brito
Senior Assistant City Attorney
Real Estate Division

APPROVED AS TO CONTENT:

_____
Mary Lou Espinoza
Capital Assets Manager

ORDINANCE NO. _____
HQ6035 | Tran #624142 | Real Estate
PID #314206 – Contract of Sale
RAB

File #: 26-0022, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.
No Title's, No emails. Please use ARIAL 10 Font.

All Districts
Planning and Inspections, Philip Etiwe, (915) 212-1553
Planning and Inspections, Kevin Smith, (915) 212-1566

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

An Ordinance amending El Paso City Code Title 20 (Zoning), Chapter 20.02 (General Provisions and Definitions), Article II (Definitions) to add a definition for Short-Term Rental. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

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

DEPARTMENT: Planning and Inspections

AGENDA DATE: 1/6/26

PUBLIC HEARING DATE: 2/3/26

CONTACT PERSON NAME: Philip Etiwe **PHONE NUMBER:** 915-212-1553

2nd CONTACT PERSON NAME: Kevin Smith **PHONE NUMBER:** 915-212-1566

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL:

#3 Promote the Visual Image of El Paso

SUBGOAL:

3.2 Set one standard for infrastructure across the city

SUBJECT:

An Ordinance amending El Paso City Code Title 20 (Zoning), Chapter 20.02 (General Provisions and Definitions), Article II (Definitions) to add a definition for Short-Term Rental. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

BACKGROUND / DISCUSSION:

This item is proposed to amend El Paso City Code Title 20 (Zoning) to add a new definition in the Zoning Code for Short-Term Rental use. The City Plan Commission unanimously recommended approval of this proposal on December 4, 2026.

COMMUNITY AND STAKEHOLDER OUTREACH:

Vetting with the Greater El Paso Association of Realtors, the El Paso Short-Term Rental Alliance, and prior public outreach.

PRIOR COUNCIL ACTION:

October 28, 2025 - City staff, along with the Greater El Paso Association of Realtors and the El Paso Short-Term Rental Alliance, provided an update to City Council on short-term rentals within El Paso.

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)

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

DEPARTMENT HEAD: Philip Etiwe

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

ORDINANCE NO. _____

AN ORDINANCE AMENDING EL PASO CITY CODE TITLE 20 (ZONING), CHAPTER 20.02 (GENERAL PROVISIONS AND DEFINITIONS), ARTICLE II (DEFINITIONS) TO ADD A DEFINITION FOR SHORT-TERM RENTAL. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

WHEREAS, Title 20 (Zoning) of the El Paso City Code was adopted to promote the health, safety, morals and general welfare of the community; and,

WHEREAS, the City Plan Commission after a public hearing recommends approval of the proposed amendment; and,

WHEREAS, the City Council after a public hearing has determined this amendment is in the best interest of the public and will promote the public health, safety, and welfare of the City;

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

SECTION 1. That Title 20 (Zoning), Chapter 20.02 (General Provisions and Definitions), Article II (Definitions), of the El Paso City Code be amended to add the following definition:

20.02.870.5 Short-Term Rental. "Short-term rental" means any residential use, including a single-family home, duplex, an accessory structure, or a unit in an apartment/multifamily residential building, mixed use residential building, or condominium building, or any portion thereof, used for lodging accommodations to occupants for a period of less than 30 consecutive days.

1. A short-term rental does not include a bed and breakfast.

2. The zoning standard for the base residential use shall apply to the short-term rental.

SECTION 2. Except as herein amended Title 20 (Zoning) of the El Paso City Code shall remain in full force and effect.

ADOPTED this_____ day of _____, 2026.

THE CITY OF EL PASO

_____
Renard U. Johnson, Mayor

ATTEST:

Laura D. Prine, City Clerk

APPROVED AS TO FORM:

Russell T. Abeln
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Philip F. Etiwe, Director
Planning & Inspections Department

File #: 26-0025, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.
No Title's, No emails. Please use ARIAL 10 Font.

District 2
Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Jose Beltran, (915) 212-1607

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

An Ordinance changing the zoning of a portion of Tract 228, Sunrise Acres Subdivision, 8701 Gateway South Boulevard, City of El Paso, El Paso County, Texas from R-4 (Residential) to C-2 (Commercial), and imposing conditions. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

The proposed rezoning meets the intent of the Future Land Use designation for the property and is in accordance with Plan El Paso, the City's Comprehensive Plan.

Subject Property: 8701 Gateway South Boulevard
Applicant: DeLa Riva Properties, Inc, PZRZ24-00016

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

DEPARTMENT: Planning and Inspections

AGENDA DATE: 1/6/26

PUBLIC HEARING DATE: 2/3/26

CONTACT PERSON NAME: Philip F. Etiwe **PHONE NUMBER:** (915) 212-1553

2nd CONTACT PERSON NAME: Jose Beltran **PHONE NUMBER:** (915) 212-1607

DISTRICT(S) AFFECTED: 2

STRATEGIC GOAL:

#3 Promote the Visual Image of El Paso

SUBGOAL:

3.2 Set one standard for infrastructure across the city

SUBJECT:

An Ordinance changing the zoning of a portion of Tract 228, Sunrise Acres Subdivision, 8701 Gateway South Boulevard, City of El Paso, El Paso County, Texas from R-4 (Residential) to C-2 (Commercial), and imposing conditions. The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

The proposed rezoning meets the intent of the Future Land Use designation for the property and is in accordance with Plan El Paso, the City's Comprehensive Plan.

Subject Property: 8701 Gateway South Boulevard
Applicant: DeLa Riva Properties, Inc, PZRZ24-00016

BACKGROUND / DISCUSSION:

The applicant is requesting to rezone the subject property from R-4 (Residential) to C-2 (Commercial) to allow to legalize an existing contractor's yard, a resident watchman dwelling and a professional office. City Plan Commission recommended 8-0 to approve the proposed rezoning on October 9, 2025. As of December 9, 2025, the Planning Division has received one (1) letter in support of the request. See attached staff report for additional information.

COMMUNITY AND STAKEHOLDER OUTREACH:

Applicant notified appropriate neighborhood associations of the request prior to submittal of a complete application. Public notices were sent to all property owners within 300 feet of the subject property.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)

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

DEPARTMENT HEAD: Philip Tiwe

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING OF A PORTION OF TRACT 228, SUNRISE ACRES SUBDIVISION, 8701 GATEWAY SOUTH BOULEVARD, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM R-4 (RESIDENTIAL) TO C-2 (COMMERCIAL), AND IMPOSING CONDITIONS. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

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

Pursuant to Section 20.04.360 of the El Paso City Code, that the zoning of a portion of Tract 228, Sunrise Acres Subdivision, 8701 Gateway South Boulevard *, located in the City of El Paso, El Paso County, Texas,* and as more particularly described by metes and bounds on the attached Exhibit "A", incorporated by reference, be changed from R-4 (Residential) to **C-2 (Commercial)**, as defined in Section 20.06.020, and that the zoning map of the City of El Paso be revised accordingly.

Further, that the property described above be subject to the following conditions which are necessitated by and attributable to the increased intensity of use generated by the change of zoning in order to protect the health, safety and welfare of the adjacent property owners and the residents of this City:

1. *That a ten-foot (10') landscaped buffer with high-profile native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at twenty feet (20') on center along property lines adjacent to residential zone districts or uses. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy or certificates of completion. Existing structures or pavement located within such buffer, shall not be required to be removed to comply with this requirement until such structure or pavement is removed.*

2. *That a minimum 500-foot distance between property lines be required between any establishments meeting both of the following criteria;*

    a. *Establishment deriving 51 % or more of their income from the sale of alcoholic beverages for on-premise consumption; and*

    b. *Providing outdoor amplified sound.*

The penalties for violating the standards imposed through this rezoning ordinance are found in Section 20.24 of the El Paso City Code.

ADOPTED this _____ day of _____,2026.

THE CITY OF EL PASO

ATTEST:

_____
Renard U. Johnson
Mayor

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Russell T. Abeln
Russell T. Abeln
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Philip Etiwe
Philip F. Etiwe, Director
Planning & Inspections Department

EXHIBIT "A"

DORADO ENGINEERING GROUP

2717 E. YANDELL DR. EL PASO, TEXAS 79903 (915) 562-0002 FAX (915) 562-7743

8107 GATEWAY SOUTH BLVD
Portion of Tract 228,
Sunrise Acres Subdivision

Metes and Bounds description of a Portion of Tract 228, Sunrise Acres Subdivision, City of El Paso, County of El Paso, Texas, and being more particularly described as follows:

Commencing at a city monument located at the centerline intersection of Sunrise Drive and Gateway South Boulevard, Thence leaving said centerline intersection and along the centerline of Sunrise Drive, South 88° 49'00" West, a distance of twenty five and no hundredths (25.00) feet to a point, thence leaving said centerline of Sunrise Drive, North 01°11'00" West a distance of thirty and no hundredths (30.00) feet to the Southeasterly corner, said corner lying on the northerly Right-of-Way line of Sunrise Drive being the point of beginning for this description;

Thence South 88°49'00" West along the northerly Right-of Way line of Sunrise Drive a distance of one hundred forty and no hundredths (140.00) feet to the southwesterly corner of the parcel being described;

Thence North 01°11'00" West along the westerly line of the parcel being described a distance of eighty nine and fifty hundredths (89.50) feet to the northwesterly corner of the parcel being described;

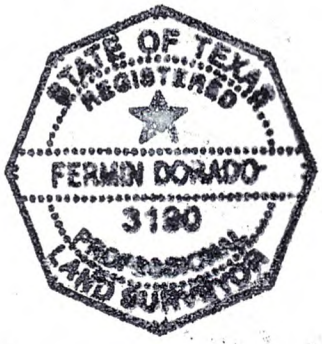
Thence North 88°49'00" East along the northerly line of the parcel being described a distance of one hundred forty and no hundredths (140.00) feet to the northeasterly corner of the parcel being described, said corner also lying on the westerly Right-of-Way line of Gateway South Boulevard;

Thence South 01°11'00" East along the westerly Right-of-Way line of Gateway South Boulevard a distance of eighty nine and fifty hundredths (89.50) feet for the southeasterly corner, said corner lying on the northerly Right-of-Way line of Sunrise Drive, said corner also being the Point of Beginning.

Said parcel contains 12,530.00 square feet or 0.2876 acres of land more or less.

Prepared by

Fermin Dorado, R.P.L.S.

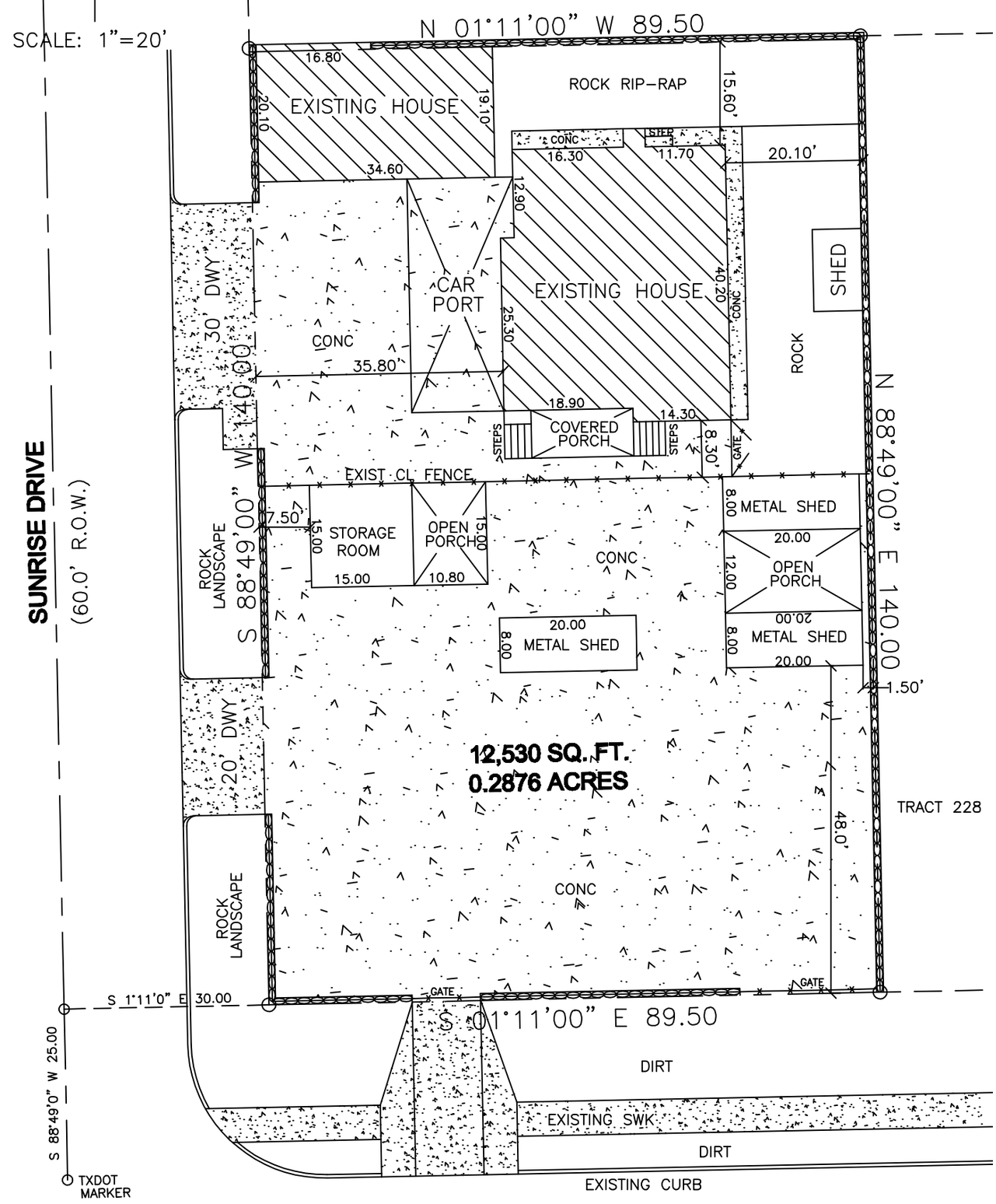


July 23, 2024

EXHIBIT "A"

TRACT 228

SCALE: 1"=20'



GATEWAY SOUTH BLVD

THIS IS TO CERTIFY THAT THIS PLAT REPRESENTS AN ACTUAL FIELD SURVEY PERFORMED BY ME OR UNDER MY SUPERVISION

STATE OF TEXAS REGISTERED FERMIN DORADO 3190 PROFESSIONAL LAND SURVEYOR

05/16/2024

REGISTERED SURVEYOR

8701 GATEWAY SOUTH BLVD

A PORTION OF TRACT 228, SUNRISE ACRES SUBDIVISION

CITY OF EL PASO, EL PASO COUNTY, TEXAS

DORADO ENGINEERING, INC.

ENGINEERS SURVEYORS PLANNERS

2717 E. YANDELL, EL PASO, TEXAS 79903 (915)562-0002

DATE:	05/16/24
SCALE:	1" = 20'
DRAWN BY:	FDJ
CHECKED BY:	FD
FLOOD ZONE:	C
PANEL NUMBER:	480214-0024B
DATED:	10/15/82
ZONING:	R-4
VOLUME:	
PAGE:	

8701 Gateway South

City Plan Commission — October 9, 2025 ***REVISED***

REZONING

CASE NUMBER:	**PZRZ24-00016**
CASE MANAGER:	Jose Beltran, (915) 212-1607, BeltranJV@elpasotexas.gov
PROPERTY OWNER:	DeLa Riva Properties, Inc
REPRESENTATIVE:	John Cook
LOCATION:	8701 Gateway South Blvd. (District 2)
PROPERTY AREA:	0.29 acres
REQUEST:	Rezone from R-4 (Residential) to C-2/c (Commercial)
RELATED APPLICATIONS:	Special Permit Application PZST25-00006
PUBLIC INPUT:	One (1) letter in support received as of October 2, 2025

SUMMARY OF REQUEST: The applicant is requesting to rezone the subject property from R-4 (Residential) to C-2 (Commercial) to allow for a contractor's yard, with a watchman dwelling and professional office.

SUMMARY OF STAFF'S RECOMMENDATION: Staff recommends **APPROVAL WITH CONDITIONS** of the request. This recommendation is based on the proposed zoning district's compatibility with commercial uses in the surrounding area and is consistent with *Plan El Paso*, the City's adopted Comprehensive Plan and the G-3, Post-War Future Land Use designation. The recommended conditions are as follows:

1. *That a ten-foot (10') landscaped buffer with high-profile native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at twenty feet (20') on center along property lines adjacent to residential zone districts or uses. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy or certificates of completion. Existing structures or pavement located within such buffer, shall not be required to be removed to comply with this requirement until such structure or pavement is removed.*
2. *That a minimum 500-foot distance between property lines be required between any establishments meeting both of the following criteria:*
    a. *Establishment deriving 51 % or more of their income from the sale of alcoholic beverages for on-premise consumption; and*
    b. *Providing outdoor amplified sound.*

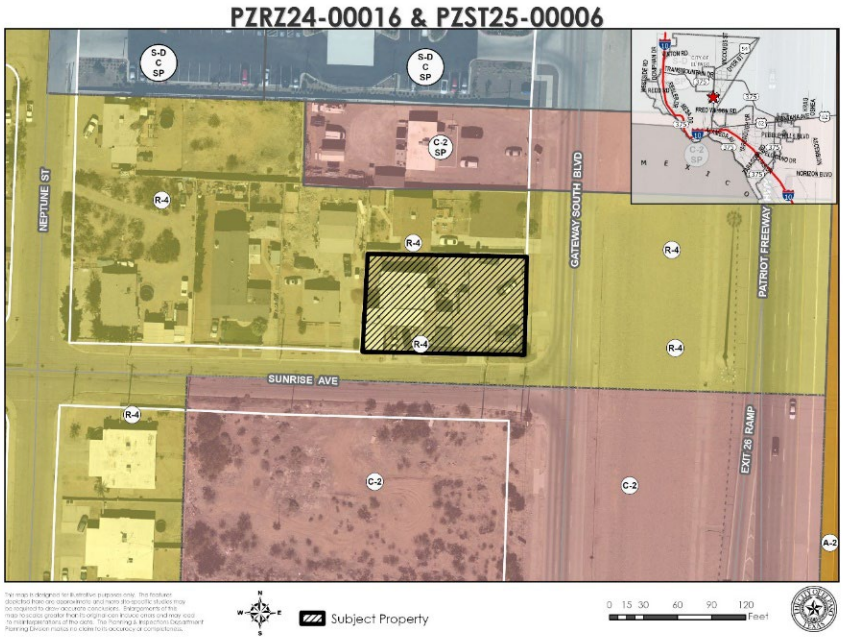


Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant is requesting to rezone the subject property from R-4 (Residential) to C-2 (Commercial) to allow for the use of a contractor's yard (small) (via a Special Permit), with a resident watchman dwelling and a professional office. The subject property is approximately 0.29 acres in size. The proposed layout shows a 1,280 square foot building with a maximum height of 14 feet to be used as a professional office and a 660 square foot building with a maximum height of 10 feet to be used as a resident watchman dwelling along with proposed storage structures, landscaping, and parking. Access to the subject property will be from Sunrise Avenue. Vehicular access from Gateway South Boulevard will be subject to approval from the Texas Department of Transportation (TxDOT). The proposed layout and detailed site development plan are being reviewed for compliance with Title 20 of the El Paso City Code and is binding as part of the related Special Permit request.

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: The proposed rezoning is compatible with adjacent commercial uses along Gateway South Boulevard. Conditions are being recommended to protect adjacent residential properties from negatively being impacted by the proposed zoning district. Properties to the north are zoned C-2/sp (Commercial/special permit), S-D/c/sp (Special Development/conditions/special permit) and R-4 (Residential), consisting of a contractor's yard, a hotel, a church and a single-family dwelling. To the east across Gateway South Boulevard is US Highway 54. Properties to the south are zoned C-2/c (Commercial/conditions) and C-3/c (Commercial/conditions) consisting of vacant lots and a professional office. Properties to the west are zoned R-4 (Residential) and consist of single-family dwellings. The nearest school is Park Elementary, located 0.63 miles away and the nearest park is Sunrise Park, located 0.30 miles away.

COMPLIANCE WITH *PLAN EL PASO*/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with *Plan El Paso*, consider the following factors:	
Criteria	**Does the Request Comply?**
Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property: **G-3, Post-War:** This sector applies to transitional neighborhoods typically developed from the 1950s through the 1980s. Streets were laid out with curvilinear patterns without alleys and shopping centers are located at major intersections behind large parking lots. This sector is generally stable but would benefit from strategic suburban retrofits to supplement the limited housing stock and add missing civic and commercial uses.	Yes. The subject property and the proposed zoning district meet the intent of the G-3, Post-War Future Land Use designation of *Plan El Paso*. The proposed development will provide additional commercial uses along Gateway South Boulevard.
Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site: **C-2 (Commercial) District:** The purpose of the district is to accommodate establishments providing goods and services which are used in support of the community's trade and service establishments and serving multi-neighborhoods within a planning area of the city. The regulations of the district will permit intensities designed to be compatible with each other and to provide for a wide range of types of commercial activity, including light automobile related uses.	Yes. The proposed C-2 (Commercial) zoning district would allow the integration of the proposed development with surrounding C-2 (Commercial), C-3 (Commercial) and S-D (Special Development) zoning districts. The proposed rezoning will serve to expand the existing commercial zoning along Gateway South Boulevard. Conditions are being recommended to protect adjacent residential properties from negatively being impacted by the proposed zoning district.
Preferred Development Locations: Located along an arterial (or greater street classification) or the	Yes. The subject property is located along Gateway South Boulevard and US Highway 54, which are

COMPLIANCE WITH *PLAN EL PASO*/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with *Plan El Paso*, consider the following factors:	
intersection of two collectors (or greater street classification). The site for proposed rezoning is not located mid-block, resulting in it being the only property on the block with an alternative zoning district, density, use and/or land use.	designated as a major arterial and a freeway, respectively in the City's Major Thoroughfare Plan (MTP). The proposed rezoning will permit the expansion of commercial uses along the corridor while buffering residential zoning districts
THE PROPOSED ZONING DISTRICT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:	
Historic District or Special Designations & Study Area Plans: Any historic district or other special designations that may be applicable. Any adopted small areas plans, including land-use maps in those plans.	No. The proposed development is not within any historic districts or study area plan boundaries.
Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the requested rezoning.	The proposed development is not anticipated to pose any adverse effects on the community.
Natural Environment: Anticipated effects on the natural environment.	The subject property does not involve any greenfield or environmentally sensitive land or arroyo disturbance.
Stability: Whether the area is stable or in transition.	The area has been in transition the last 10 years with several rezonings to allow for commercial uses. Properties to the north and south along Gateway South Boulevard have undergone rezonings from R-4 (Residential) to C-3 (Commercial), C-2 (Commercial) and S-D (Special Development) to allow for a contractor's yard, hotel and commercial retail.
Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	The subject property is located along Gateway South Boulevard and US Highway 54 which are designated as a major arterial and a freeway, respectively in the City's Major Thoroughfare Plan (MTP). Residential use is no longer suitable for the property as commercial zoning is expanding along Gateway South Boulevard.

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: Access to the subject property is proposed from Sunrise Avenue (a local road) which connects to Gateway South Boulevard (a major arterial), and is appropriate for the proposed commercial use. Sidewalks are currently present along Gateway South Boulevard and the applicant will be providing a 5-foot sidewalk abutting the subject property along Sunrise Avenue. There are no bus stops located within walking distance (0.25 miles) of the subject property. The closest bus stop is located 0.52 miles away from the subject property on Hercules Avenue.

SUMMARY OF DEPARTMENTAL REVIEW COMMENTS: Staff recommends the included conditions to ensure compatibility with existing surrounding residential developments.

PUBLIC COMMENT: The subject property lies within the boundaries of the Sunrise Neighborhood Association which was notified of the rezoning request by the applicant. Public notices were sent to property owners within 300 feet on September 26, 2025. The Planning Division has received one (1) letter in support from the public of the request.

RELATED APPLICATIONS: A Special Permit application (PZST25-00006) is running concurrently with this rezoning request to allow for the use of a contractor's yard (small) in the proposed C-2 (Commercial) zoning district. Approval of the special permit will be dependent on the review and approval of the rezoning.

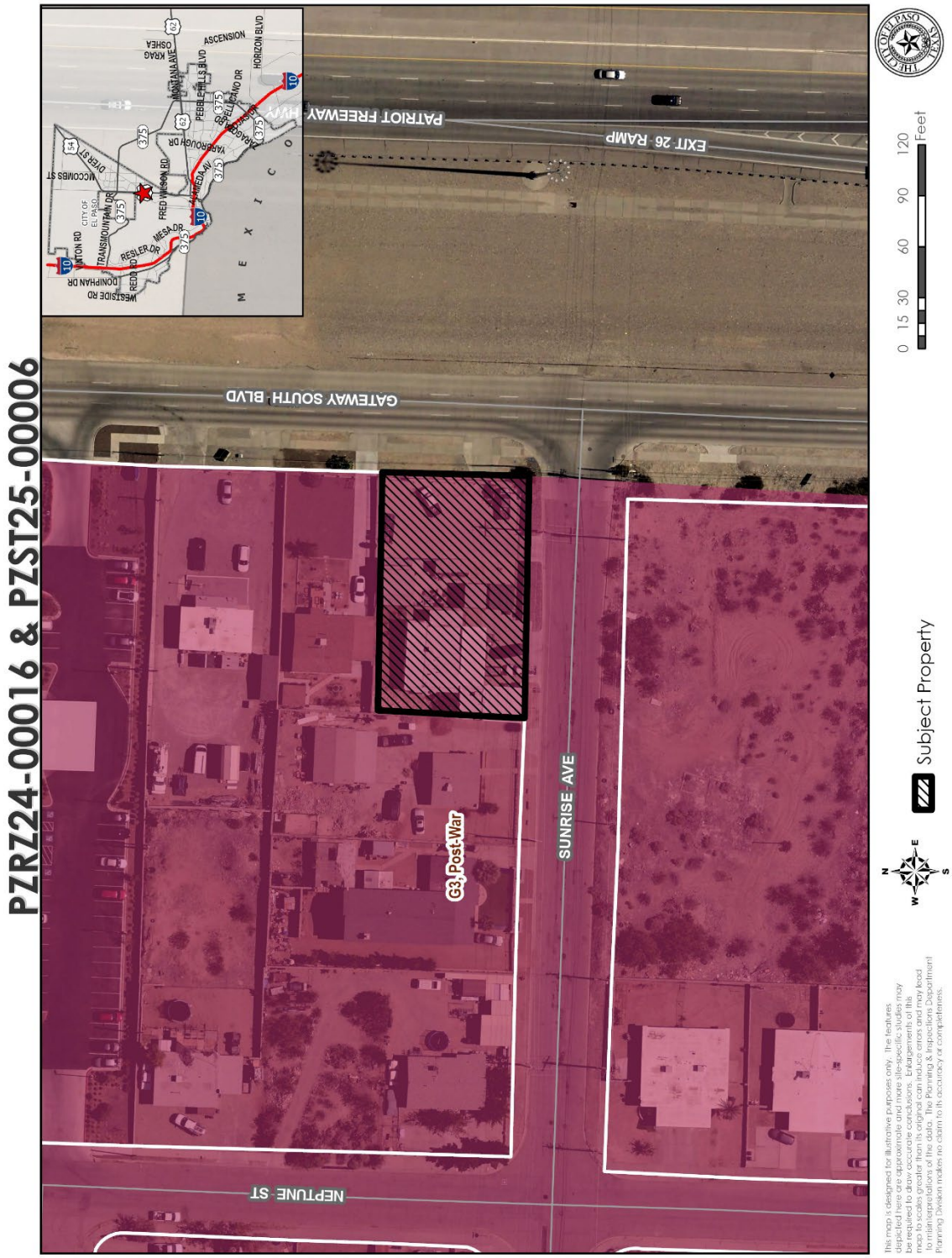
CITY PLAN COMMISSION OPTIONS: The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

1. **Recommend Approval** of the rezoning request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan.
2. **Recommend Approval of the rezoning request With Modifications** to bring the request into conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan. **(Staff Recommendation)**
3. **Recommend Denial** of the rezoning request, finding that the request does not conform to the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.

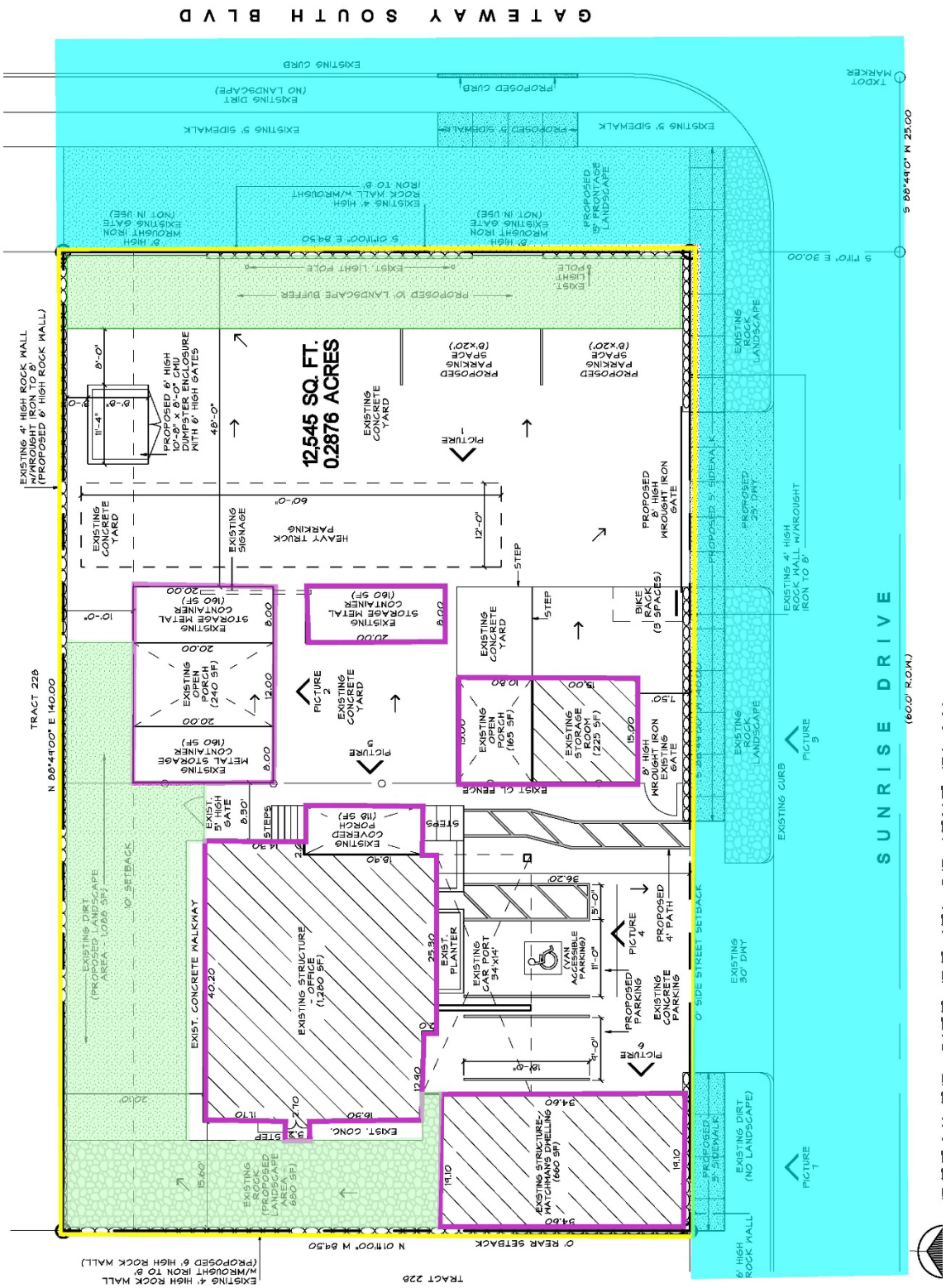
ATTACHMENTS:

1. Future Land Use Map
2. Detailed Site Development Plan
3. Department Comments
4. Neighborhood Notification Boundary Map
5. Letter in Support

ATTACHMENT 1



ATTACHMENT 2



ATTACHMENT 3

Planning and Inspections Department - Planning Division

Staff recommends **APPROVAL WITH CONDITIONS** of the request. This recommendation is based on the proposed zoning district's compatibility with commercial uses in the surrounding area and is consistent with *Plan El Paso*, the City's adopted Comprehensive Plan and the G-3, Post-War Future Land Use designation. The recommended conditions are as follows:

1. *That a ten-foot (10') landscaped buffer with high-profile native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at twenty feet (20') on center along property lines adjacent to residential zone districts or uses. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy or certificates of completion. Existing structures or pavement located within such buffer, shall not be required to be removed to comply with this requirement until such structure or pavement is removed.*
2. *That a minimum 500-foot distance between property lines be required between any establishments meeting both of the following criteria:*
    a. *Establishment deriving 51 % or more of their income from the sale of alcoholic beverages for on-premise consumption; and*
    b. *Providing outdoor amplified sound.*

Planning and Inspections Department – Plan Review & Landscaping Division

No comments to provide.

Planning and Inspections Department – Land Development

TXDOT review and approval are required of the proposed subdivision for drainage and access requirements at the time of grading permit.

It is recommended harvesting area on the property.

Note: comments to be addressed at the permitting stage.

Fire Department

No adverse comments.

Police Department

No comments received.

Environment Services

Please ensure a 36 ft. Trash truck has a clear path to empty the dumpster.

Sun Metro

No comments received.

Streets and Maintenance Department

Transportation Engineering

No objections to the application.

Streets Lighting:

Street Lights Department does not object to this request.

Gateway South Blvd. is a Texas Department of Transportation (TXDoT) right-of-way (ROW).

Street Lights Department requires that all projects that involve a roadway are to be evaluated for lighting requirements based on the City of El Paso Street Design Manual (SDM) and the Design Standards for Construction (DSC) according to City of El Paso Codes (cited below). While developing a project or construction area the existing street illumination system shall be protected and preserved. Complete survey for street illumination system shall be shown on plans. Any change on existing street illumination systems shall be coordinated with Street Lights Department.

For the development of a project a complete set of plans shall be submitted to Street Lights Department for review showing the minimum requirements for street illumination proposals**. The submission shall contain but shall not necessarily be limited to plans indicating the location on the premises of all lighting fixtures, both proposed and existing on the site***. The description of all lighting fixtures, both proposed and existing. Photometric data. Plans shall show street illumination design and details. El Paso city code is applicable to this process, Street Design Manual (SDM)* and any other applicable standards or requirements of the city.

City of El Paso Codes to be followed:
*Title 19 - 19.16.010 - Streetlighting.
**18.18.190 – Submission contents.
*** 19.02.040 Criteria for approval.

Contract Management:
For all proposed improvements within the city right-of-way (ROW), please follow DSC and include construction detail information.

Signs and Markings:
If any work encroaches in City ROW:

All construction plan set submittals and all work shall be in compliance with all applicable City of El Paso Municipal Code, Ordinances, Design Standards for Construction (DSC), Americans with Disabilities Act (ADA), Texas Accessibility Standards (TAS), and Texas Department of Licensing and regulation (TDLR), Street Design Manual (SDM), and all applicable state and federal rules and regulations. The city may refer to TXDOT specs and standards as may be required or not covered by DSC or SDM.

Typical – Identify and differentiate City Of El Paso ROW from TXDOT ROW.

Gateway South is TxDot R.O.W.

El Paso Water
There is an existing 24-inch diameter water main that extends along Sunrise Drive, located approximately 15-feet south of the northern right of way line. No direct service connections are allowed to this main as per the El Paso Water – Public Service Board (EPWater-PSB) Rules and Regulations.

There is an existing 12-inch diameter water main that extends along Gateway South Boulevard, located approximately 10-feet east of the western right of way line. This main is available for service.

Previous water pressure reading from fire hydrant #03138, located at the intersection of Sunrise Avenue and Gateway South Boulevard has yielded a static pressure of 50 (psi), a residual pressure of 48 (psi), and a discharge of 750 (gpm).

EPWater records indicate an existing 3/4-inch water meter serving the subject property with service address of 8701 Gateway South Boulevard.

Water
EPWater-PSB does not object to this request.

Sanitary Sewer
There is an existing 12-inch diameter sanitary sewer main that extends along Sunrise Drive located approximately 33-feet south of the northern right-of-way line. This main is available for service. There is an existing 8-inch diameter sanitary sewer main that extends along Gateway South Boulevard located 13-feet east of the west right-of-way line. This main is available for service.

General
EPWater-PSB requires a new service application to provide additional service to the property. New service applications are available at 1154 Hawkins, 3rd floor and should be made 6 to 8 weeks in advance of construction to ensure water for construction work. A site plan, utility plan, grading and drainage plans, landscaping plan, the legal description of the property and a certificate-of-compliance are required at the time of application. Service will be provided in accordance with the current EPWater-PSB Rules and Regulations. The applicant is responsible for the costs of any necessary on-site and off-site extensions, relocations or adjustments of water and sanitary sewer lines and appurtenances.

Stormwater:
EPWater-SW had previously reviewed this proposal and has no objections to the rezoning & special permit request.

El Paso County 911 District
The 911 District has no comments or concerns regarding this rezoning.

Texas Department of Transportation
TXDOT comments are to remove driveway on US 54 since it does not meet current spacing requirements from the intersection. Additionally, use curb to close the opening and match existing parkway along US 54.

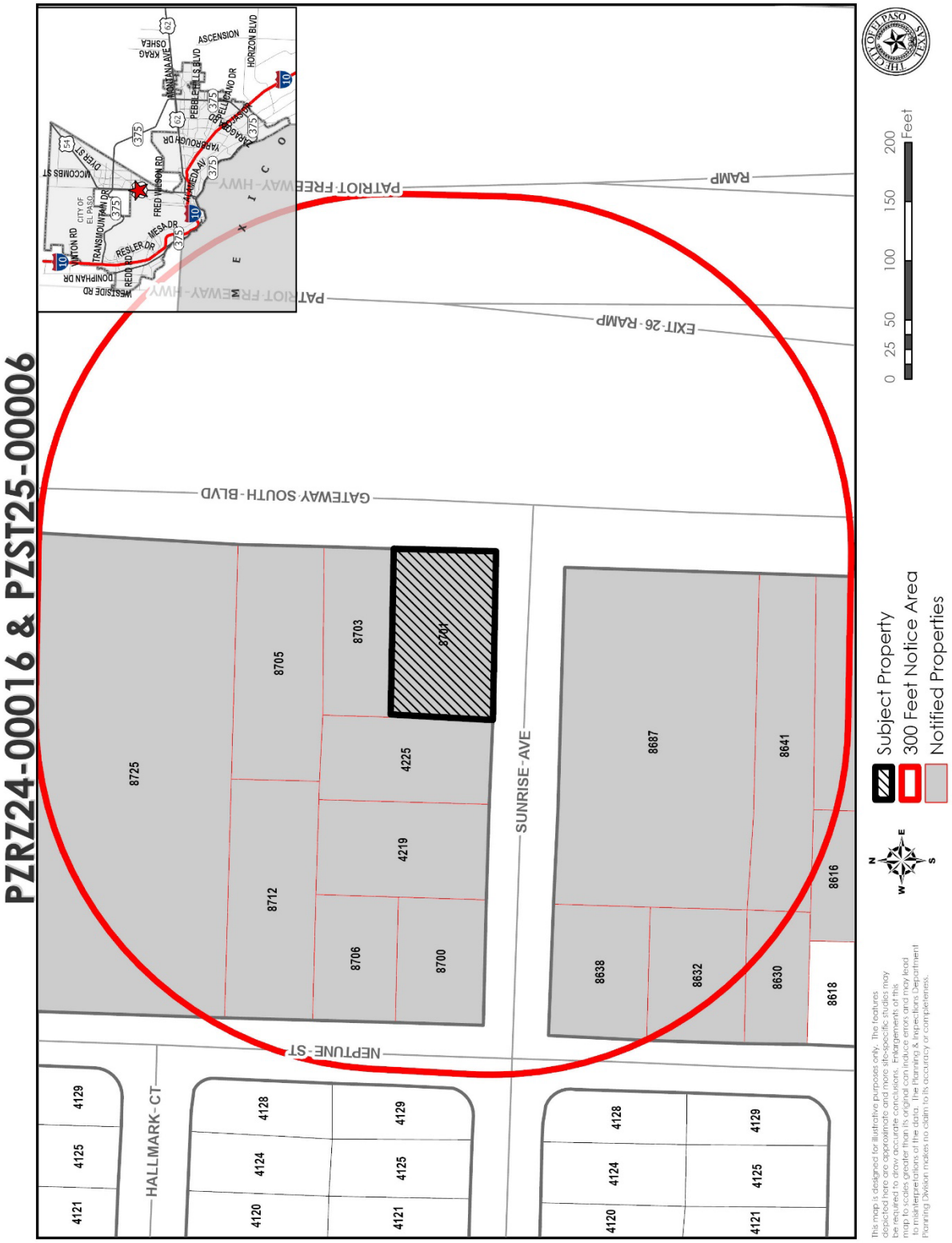
El Paso County Water Improvement District #1
No comments received.

El Paso Electric
We have no comments for 8701 Gateway South Boulevard.

Texas Gas Service
Texas Gas Service has a service line at 8701 Gateway South Blvd.

Disclaimer: Texas Gas Service does not allow permanent structures nor trees to be installed on top of TGS gas mains or service lines. If a conflict is anticipated, the developer, contractors or owner representative should contact TGS to relocate the gas main and/or service at the developer's expense.

ATTACHMENT 4



ATTACHMENT 5

Mr. David Delgado
4225 Sunrise Avenue
El Paso, TX 79904

Mike DelaRiva
8701 Gateway South Blvd
El Paso, TX 79904

April 25, 2025

RE: Rezoning and Special Permit

Dear Mr. DelaRiva:
Thank you for your recent letter asking for my support of your applications for a change of zoning and a special permit to operate a contractor's yard on your property located at 8701 Gateway South Blvd. We also understand that you are requesting our support to allow the non-conforming structure abutting the southeastern boundary of our property. We further understand the City of El Paso has no record of building permits being issued for that structure.
You have our complete support for the zoning change to C2, for the special permit to operate a contractor's yard, and for a waiver of the setback requirements between our property.
Please let us know if you need anything from us going forward to support you in your efforts.

Sincerely,

David Delgado Jr.
Owner—4225 Sunrise Avenue, El Paso, TX 79904

State of TX
County of El Paso

Sworn to and subscribed before me on
the 28 day of Apr. 2025

Notary Public's Signature
My Commission Expires 12-31-2027

PEGGY SUE GONZALEZ
Notary Public, State of Texas
Comm. Expires 12-31-2027
Notary ID 3610738

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with Title 2, Chapter 2.92, Section 2.92.080

Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.**

Definitions:

"Contribution"	A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit.
"Contributor"	A person making a contribution, including the contributor's spouse.
"Donation"	Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.
"Donor"	An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
"Benefiting"	Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of $500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

Contributor / Donor Information:

Full Name	Miguel De La Riva
Business Name	
Agenda Item Type	Rezoning/Special Permit
Relevant Department	Planning and Inspections

Disclosure Affirmation: Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of $500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.

☑ I have **NOT** made campaign contributions or donations totaling an aggregate of $500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

OR

☐ I have made campaign contributions or donations totaling an aggregate of $500 or more to the following City Council member(s) during their campaign(s) or term(s) of City office:

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT ($)
Mayor		
District 1		
District 2		
District 3		
District 4		
District 5		
District 6		
District 7		
District 8		

Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, **I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.**

Signature: Miguel Dela Rosa Date: _____

File #: 26-0026, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.
No Title's, No emails. Please use ARIAL 10 Font.

District 2
Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Jose Beltran, (915) 212-1607

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

An Ordinance granting Special Permit PZST25-00006, to allow for a reduction to rear yard and side street yard setbacks and allow the use of contractor's yard (small) on the property described as a portion of Tract 228, Sunrise Acres, 8701 Gateway South Boulevard, City of El Paso, El Paso County, Texas, pursuant to Section 20.04.260 of the El Paso City Code. The penalty as being provided in Chapter 20.24 of the El Paso City Code.

The proposed special permit meets the intent of the Future Land Use designation for the property and is in accordance with Plan El Paso, the City's Comprehensive Plan.

Subject Property: 8701 Gateway South Boulevard
Applicant: DeLa Riva Properties, Inc, PZST25-00006

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

DEPARTMENT: Planning and Inspections

AGENDA DATE: 1/6/26

PUBLIC HEARING DATE: 2/3/26

CONTACT PERSON NAME: Philip F. Etiwe **PHONE NUMBER:** (915) 212-1553

2nd CONTACT PERSON NAME: Jose Beltran **PHONE NUMBER:** (915) 212-1607

DISTRICT(S) AFFECTED: 2

STRATEGIC GOAL:

#3 Promote the Visual Image of El Paso

SUBGOAL:

3.2 Set one standard for infrastructure across the city

SUBJECT:

An Ordinance granting special permit PZST25-00006, to allow for a reduction to rear yard and side street yard setbacks and allow the use of contractor's yard (small) on the property described as a portion of Tract 228, Sunrise Acres, 8701 Gateway South Boulevard, City of El Paso, El Paso County, Texas, pursuant to Section 20.04.260 of the El Paso City Code. The penalty as being provided in Chapter 20.24 of the El Paso City Code.

The proposed special permit meets the intent of the Future Land Use designation for the property and is in accordance with Plan El Paso, the City's Comprehensive Plan.

Subject Property: 8701 Gateway South Boulevard
Applicant: DeLa Riva Properties, Inc, PZST25-00006

BACKGROUND / DISCUSSION:

The applicant is requesting a special permit for the subject property to allow to legalize a contractor's yard use. City Plan Commission recommended 8-0 to approve the proposed special permit on October 9, 2025. As of December 9, 2025, the Planning Division has received one (1) phone call in support of the request. See attached staff report for additional information.

COMMUNITY AND STAKEHOLDER OUTREACH:

Applicant notified appropriate neighborhood associations of the request prior to submittal of a complete application. Public notices were sent to all property owners within 300 feet of the subject property.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)

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

DEPARTMENT HEAD: Philip Etive

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

ORDINANCE NO. _____

AN ORDINANCE GRANTING SPECIAL PERMIT NO. PZST25-00006, TO ALLOW FOR A REDUCTION TO REAR YARD AND SIDE STREET YARD SETBACKS AND ALLOW THE USE OF CONTRACTOR'S YARD (SMALL) ON THE PROPERTY DESCRIBED AS A PORTION OF TRACT 228, SUNRISE ACRES, 8701 GATEWAY SOUTH BOULEVARD, CITY OF EL PASO, EL PASO COUNTY, TEXAS, PURSUANT TO SECTION 20.04.260 OF THE EL PASO CITY CODE. THE PENALTY BEING AS PROVIDED IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

WHEREAS, the DELA RIVA PROPERTIES, INC has applied for a Special Permit under Section 20.04.260 of the El Paso City Code to allow for a reduction to rear yard and side street yard setbacks and to allow the use of contractor's yard (small)**;** and,

WHEREAS, a report was made by the City Plan Commission and a public hearing was held regarding such application; and,

WHEREAS, the City Plan Commission has recommended approval of the subject Special Permit; and

WHEREAS, the subject Special Permit has been submitted to the City Council of the City of El Paso for review and approval; and

WHEREAS, the City Council of the City of El Paso finds that the application conforms to all requirements of Section 20.04.320 of the El Paso City Code.

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

1. That the property described as follows, is in a C-2 (Commercial) District:

A portion of Tract 228, Sunrise Acres, 8701 Gateway South Boulevard, City of El Paso, El Paso County, Texas and as more particularly described by metes and bounds on the attached **Exhibit "A"**; and,

2. That the City Council hereby grants a Special Permit under Section 20.04.320 of the El Paso City Code to allow for reduction to rear yard and side street yard setbacks and to allow the use of contractor's yard (small)on the property described in Paragraph 1 of this Ordinance; and,

3. That this Special Permit is issued subject to the development standards in the C-2 (Commercial)District regulations and is subject to the approved Detailed Site Development Plan signed by the Applicant, the City Manager and the Executive Secretary to the City Plan Commission. A copy of this plan is attached hereto as **Exhibit "B "** and is incorporated herein by reference for all purposes; and,

4. That if at any time the Applicant fails to comply with any of the requirements of this Ordinance, Special Permit No. PZST25-00006, shall be subject to termination; construction or occupancy shall be discontinued; and the Applicant shall be subject to the penalty provisions of Chapter 20.24 and any other legal or equitable remedy; and,

5. That the Applicant shall sign an Agreement incorporating the requirements of this Ordinance. Such Agreement shall be signed and filed with the Zoning Administrator and the Executive Secretary to the City Plan Commission before building permits are issued.

ADOPTED this ___ day of _____, 2026.

THE CITY OF EL PASO

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Russel T. Abeln
_____
Russel T. Abeln
Senior Assistant Attorney

APPROVED AS TO CONTENT:

Philip Etiwe
_____
Philip F. Etiwe, Director
Planning & Inspections Department

AGREEMENT

DELA RIVA PROPERTIES, INC the Applicants referred to in the above Ordinance, hereby agrees to develop the above-described property in accordance with the approved Detailed Site Development Plan attached to same Ordinance, and in accordance with the standards identified in the **C-2 (Commercial) District** regulations, and subject to all other requirements set forth in this Ordinance.

EXECUTED this 2 day of December, 2025.

DELA RIVA PROPERTIES INC.
Miguel Dela Riva III
(Signature)

Owner
(Name/Title)

ACKNOWLEDGMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument is acknowledged before me on this 02 day of December, 2025, by Miguel Dela Riva III for DE LA RIVA PROPERTIES, INC as Applicant.

(Seal)

Rose Ortega
NOTARY PUBLIC
ID# 7843569
In and for the State of Texas
My Commission Expires
04-03-2027

Notary Public, State of Texas
Signature

Rose Ortega
Printed or Typed Name

My Commission Expires:

04/03/2027

EXHIBIT "A"

DORADO ENGINEERING GROUP
2717 E. YANDELL DR. EL PASO, TEXAS 79903 (915) 562-0002 FAX (915) 562-7743

8107 GATEWAY SOUTH BLVD
Portion of Tract 228,
Sunrise Acres Subdivision

Metes and Bounds description of a Portion of Tract 228, Sunrise Acres Subdivision, City of El Paso, County of El Paso, Texas, and being more particularly described as follows:

Commencing at a city monument located at the centerline intersection of Sunrise Drive and Gateway South Boulevard, Thence leaving said centerline intersection and along the centerline of Sunrise Drive, South 88° 49'00" West, a distance of twenty five and no hundredths (25.00) feet to a point, thence leaving said centerline of Sunrise Drive, North 01°11'00" West a distance of thirty and no hundredths (30.00) feet to the Southeasterly corner, said corner lying on the northerly Right-of-Way line of Sunrise Drive being the point of beginning for this description;

Thence South 88°49'00" West along the northerly Right-of Way line of Sunrise Drive a distance of one hundred forty and no hundredths (140.00) feet to the southwesterly corner of the parcel being described;

Thence North 01°11'00" West along the westerly line of the parcel being described a distance of eighty nine and fifty hundredths (89.50) feet to the northwesterly corner of the parcel being described;

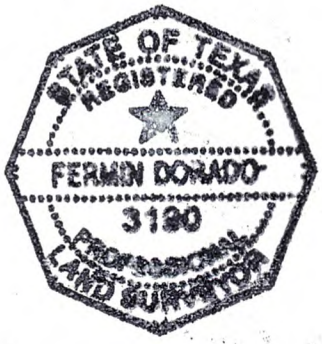
Thence North 88°49'00" East along the northerly line of the parcel being described a distance of one hundred forty and no hundredths (140.00) feet to the northeasterly corner of the parcel being described, said corner also lying on the westerly Right-of-Way line of Gateway South Boulevard;

Thence South 01°11'00" East along the westerly Right-of-Way line of Gateway South Boulevard a distance of eighty nine and fifty hundredths (89.50) feet for the southeasterly corner, said corner lying on the northerly Right-of-Way line of Sunrise Drive, said corner also being the Point of Beginning.

Said parcel contains 12,530.00 square feet or 0.2876 acres of land more or less.

Prepared by

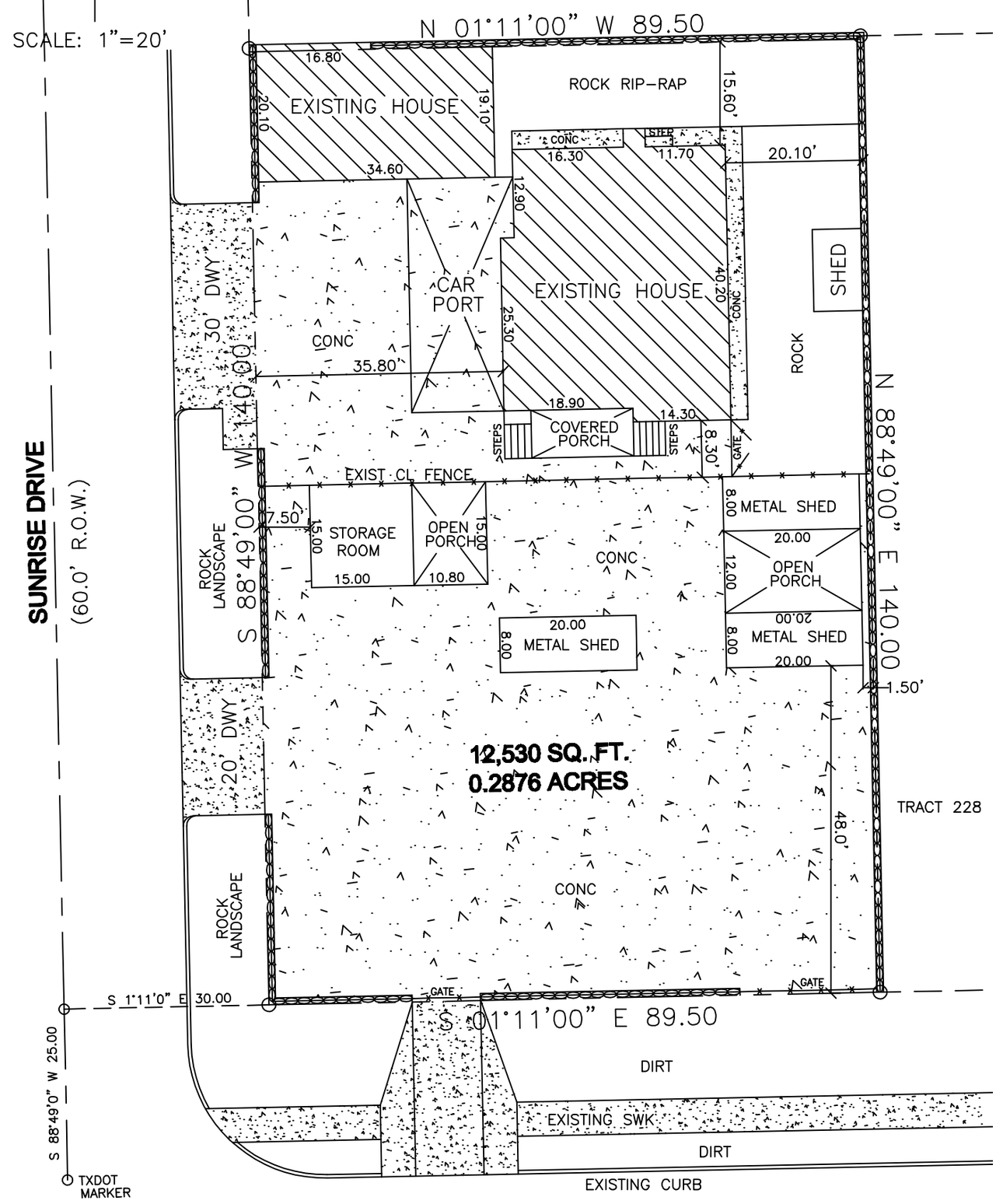
Fermin Dorado, R.P.L.S.



July 23, 2024

EXHIBIT "A"

TRACT 228



THIS IS TO CERTIFY THAT THIS PLAT REPRESENTS AN ACTUAL FIELD SURVEY PERFORMED BY ME OR UNDER MY SUPERVISION

STATE OF TEXAS REGISTERED FERMIN DORADO 3190 PROFESSIONAL LAND SURVEYOR

05/16/2024

Fermin Dorado

REGISTERED SURVEYOR

8701 GATEWAY SOUTH BLVD

A PORTION OF TRACT 228, SUNRISE ACRES SUBDIVISION

CITY OF EL PASO, EL PASO COUNTY, TEXAS

DORADO ENGINEERING, INC.

ENGINEERS SURVEYORS PLANNERS

2717 E. YANDELL, EL PASO, TEXAS 79903 (915)562-0002

DATE:	05/16/24
SCALE:	1" = 20'
DRAWN BY:	FDJ
CHECKED BY:	FD
FLOOD ZONE:	C
PANEL NUMBER:	480214-0024B
DATED:	10/15/82
ZONING:	R-4
VOLUME:	
PAGE:	



PICTURE 3 - STREET FACING



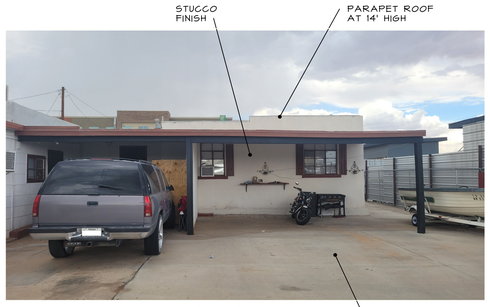
PICTURE 2 - YARD FACING



PICTURE 1 - FRONT FACING GATEWAY



PICTURE 5 - EXISTING STRUCTURE (OFFICE)



PICTURE 4 - EXISTING STRUCTURE (OFFICE)



PICTURE 7 - EXISTING STRUCTURE (WATCHMAN'S DWELLING)



PICTURE 6 - EXISTING STRUCTURE (WATCHMAN'S DWELLING)

PROJECT SITE SUMMARY

LEGAL DESCRIPTION:
PORTION OF TRACT 228, SUNRISE ACRES SUBDIVISION
CITY OF EL PASO, TEXAS, EL PASO COUNTY, TEXAS

ZONING

ZONING:
C-2, COMMERCIAL DISTRICT

USE:
CONTRACTOR YARD (SMALL) - 2.05
DWELLING, RESIDENT WATCHMAN - 13.10

MINIMUM LOT SIZE:
NOT APPLICABLE

MINIMUM AVERAGE LOT WIDTH:
NOT APPLICABLE

MINIMUM LOT DEPTH:
NOT APPLICABLE

BUILDING SETBACKS:
FRONT - 0'
SIDE - 10' WHEN ABUTTING A RESIDENTIAL OR APARTMENT DISTRICT
PROPOSED SIDE STREET - 0'
PROPOSED REAR - 0'

MAXIMUM HEIGHT LIMITATION:
35'

AUTOMOBILE PARKING:
CONTRACTOR YARD (LESS THAN ONE ACRE)
MINIMUM: 2,150 SF / 1,440 SF GFA = 1.5
MAXIMUM: 2,150 SF / 1,000 SF GFA = 2.2
DWELLING WATCHMAN = 2/DWELLING UNIT
TOTAL REQUIRED = 3.5 (MIN.) OR 4.2 (MAX.)

PROPOSED: 4 PARKING SPACES
INCLUDES 1 ACCESSIBLE SPACE

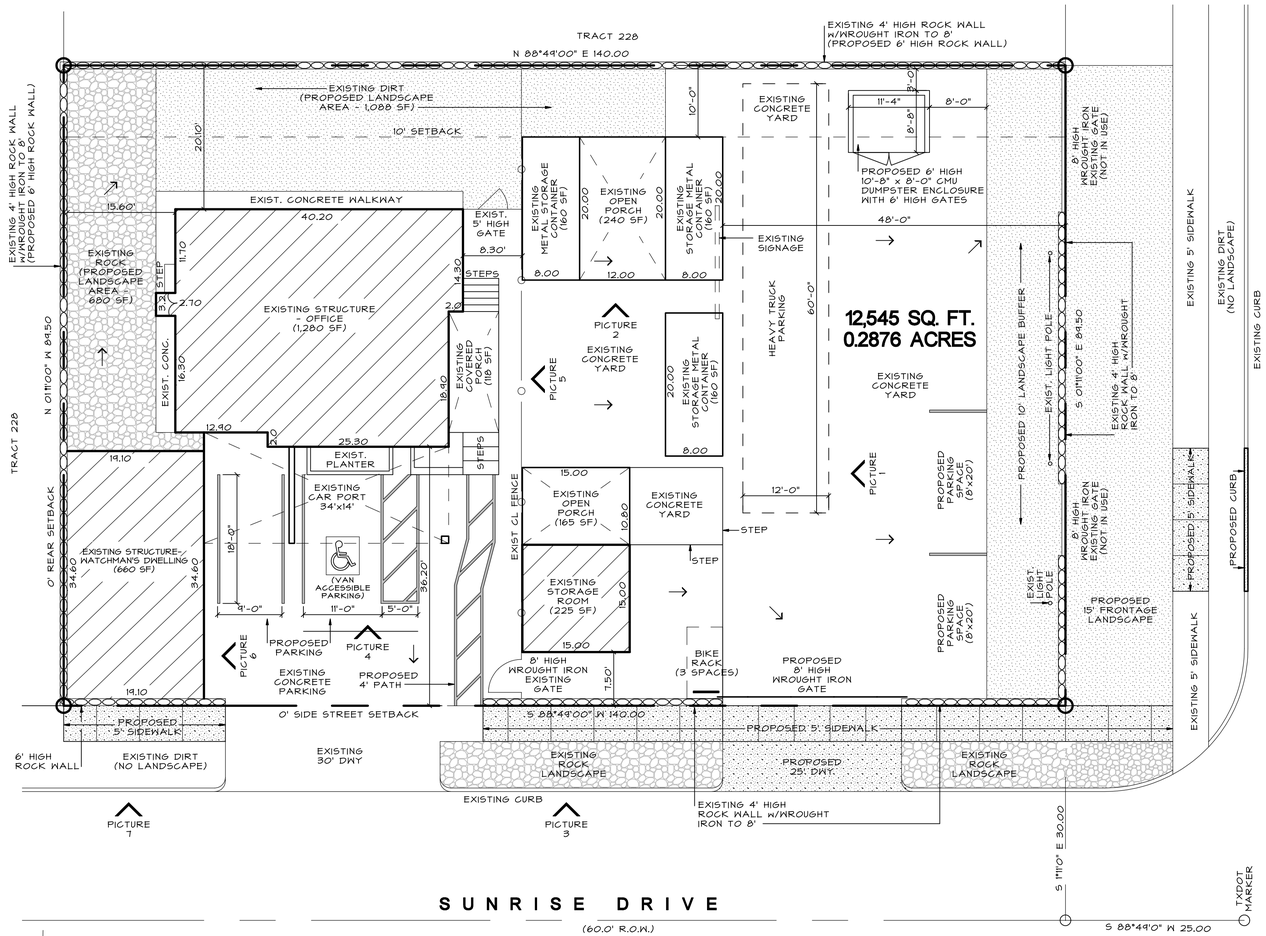
HEAVY TRUCK TRAILER: 1 SPACE
BICYCLE: 3 SPACE RACK TO BE PROVIDED

LANDSCAPE:
REQUIRED - 12,530-1,940 = 10,590 SF x 15% = 1,588 SF
PROPOSED - 1,768 SF (WITHIN PROPERTY)

LEGEND

→ - PROPOSED DRAINAGE DIRECTION

PICTURE 2 - ELEVATION PICTURES



DETAILED SITE DEVELOPMENT PLAN

1" = 10'-0"

EXHIBIT "B"

PLANNING & INSPECTIONS DEPARTMENT
PLANNING DIVISION
DETAILED SITE DEVELOPMENT PLAN
APPROVED BY CITY COUNCIL
12/02/2025
DATE
Miguel DelaRiva
APPLICANT
Kevin Smith
EXECUTIVE SECRETARY, CITY PLAN COMMISSION
CITY MANAGER

tectonic
Tectonic Architecture LLC
118 Mesa Park Ste. 100
El Paso, Texas 79912
915.472.8995
daniel@tectonicarch.com

REGISTERED ARCHITECT
J. DANIEL LOPEZ
25949
STATE OF TEXAS
12/1/2025

GATEWAY SOUTH BLVD

DETAILED SITE DEVELOPMENT PLAN for
8701 GATEWAY SOUTH
EL PASO, TEXAS 79904

REVISIONS
1 -

PROJECT NO.
24.0701

A1

577

ZONING

8701 Gateway South

City Plan Commission — October 9, 2025 SPECIAL PERMIT

CASE NUMBER:	**PZST25-00016**
CASE MANAGER:	Jose Beltran, (915) 212-1607, BeltranJV@elpasotexas.gov
PROPERTY OWNER:	DeLa Riva Properties, Inc
REPRESENTATIVE:	John Cook
LOCATION:	8701 Gateway South Blvd. (District 2)
PROPERTY AREA:	0.29 acres
EXISTING ZONING:	R-4 (Residential) – proposed to be rezoned to C-2 (Commercial)
REQUEST:	Special Permit and Detailed Site Development Plan approval for reduction to rear yard and side street setback and to allow the use of contractor's yard (small)
RELATED APPLICATIONS:	Rezoning Application PZRZ24-00016
PUBLIC INPUT:	One (1) letter in support received as of October 2, 2025

SUMMARY OF REQUEST: The applicant is requesting a special permit and detailed site development plan approval to allow for the use of a contractor's yard (small) and reduction to setbacks in a C-2 (Commercial) zoning district.

SUMMARY OF STAFF RECOMMENDATION: Staff recommends **APPROVAL** of the special permit and detailed site development plan request for reduction to rear yard and side street setback and to allow the use of contractor's yard (small) per Section 20.04.320 – Special Permit Approvals and Section 20.04.150 – Detailed Site Development Plan Procedures. Furthermore, the proposed development is in accordance with both the G3, Post-War Future Land Use designation and *Plan El Paso*, the City's adopted Comprehensive Plan.

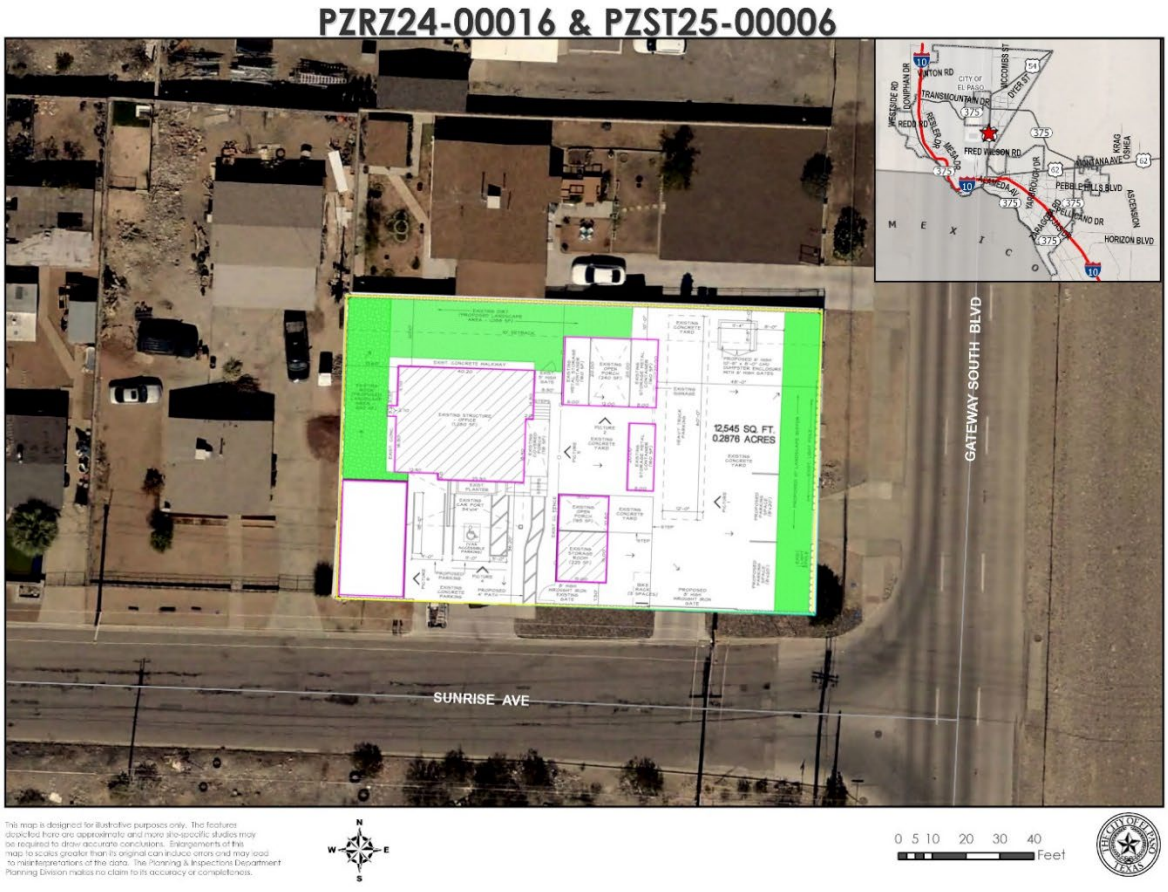


Figure A. Subject Property & Immediate Surrounding

DESCRIPTION OF REQUEST: The applicant is requesting a special permit and detailed site development plan approval with reduction to rear yard and side street setbacks and to allow for the use of contractor's yard (small) in a C-2 (Commercial) zone district. The subject property is approximately 0.29 acres in size. The Detailed Site Development Plan shows a 1,280 square foot building with a maximum height of 14 feet to be used as a professional office and a 660 square foot building with a maximum height of 10 feet to be used as a resident watchman dwelling along with proposed storage structures, landscaping and parking. Access to the subject property will be from Sunrise Avenue. Vehicular access is from Sunrise Avenue. Proposed access from Gateway South Boulevard will be subject to approval from the Texas Department of Transportation (TxDOT). The Detailed Site Development Plan is being reviewed for compliance with Title 20 of the El Paso City Code and is binding. The applicant is requesting the following:

Density/Dimensional Standard C-2 (Commercial) Zone District - Other Permitted Uses (Contractor's Yard (small), Office, professional, watchman dwelling)	**Required**	**Proposed**
Lot area	No minimum required.	N/A
Lot width	No minimum required.	N/A
Lot depth	No minimum required.	N/A
Front yard setback	0 feet.	No Change
Rear yard setback	**10 ft.**	**0 ft.**
Side yard setback	10 feet when abutting residential or apartment district	No change
Side street yard setback	**10 ft.**	**0 ft.**

COMPLIANCE WITH SPECIAL PERMIT REQUIREMENTS (EL PASO CITY CODE SECTION 20.04.320.D)	
Criteria	**Does the Request Comply?**
1. The proposed development complies, except to the extent waived, varied or modified pursuant to the provisions of this title, with all of the standards and conditions applicable in the zoning district in which it is proposed to be located.	Yes. the Detailed Site Development Plan demonstrates compliance with all applicable standards per the El Paso City Code.
2. Furthers *Plan El Paso* and applicable neighborhood plans or policies.	Yes. The request complies with the recommendations of *Plan El Paso* and the G3, Post-War Future Land Use designation. The proposed development is suitable for infill development and will integrate with existing commercial development along Gateway South Boulevard.
3. Adequately served by and will not impose an undue burden upon public improvements.	A Traffic Impact Analysis (TIA) was not required for the proposed development. The property has immediate access to Gateway South Boulevard and US Highway 54 which are designated as a major arterial and highway, respectively, in the City's Major Thoroughfare Plan (MTP).
4. Any impacts of the proposed development on adjacent property are adequately mitigated with the design, proposed construction and phasing of the site development.	No impact is anticipated from the approval of the proposed special permit and detailed site development plan. The proposed development will adhere to zoning requirements and will not impose a risk to neighboring properties.

COMPLIANCE WITH SPECIAL PERMIT REQUIREMENTS (EL PASO CITY CODE SECTION 20.04.320.D)	
5. The design of the proposed development mitigates substantial environmental problems.	The subject property does not involve greenfield/environmentally sensitive land or arroyo disturbance.
6. The proposed development provides adequate landscaping and/or screening where needed.	Yes. The proposed development will provide adequate landscaping and/or screening where required.
7. The proposed development is compatible with adjacent structures and uses.	Yes. The subject property is located near other commercial uses and zoning districts, making it compatible with existing commercial zoning along Gateway South Boulevard.
8. The proposed development is not materially detrimental to the property adjacent to the site.	Yes. The proposed development is similar in intensity and scale to the surrounding development. The surrounding development will not be impacted due to the commercial nature of the area that fronts a major arterial and freeway.

COMPLIANCE WITH *PLAN EL PASO* GOALS & POLICIES – When evaluating whether a proposed special permit is in accordance with *Plan El Paso*, consider the following factors:	
Criteria	**Does the Request Comply?**
Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property: **G-3, Post-War:** This sector applies to transitional neighborhoods typically developed from the 1950s through the 1980s. Streets were laid out with curvilinear patterns without alleys and shopping centers are located at major intersections behind large parking lots. This sector is generally stable but would benefit from strategic suburban retrofits to supplement the limited housing stock and add missing civic and commercial uses.	Yes. The subject property and the proposed development meet the intent of the G-3, Post-War Future Land Use designation of *Plan El Paso*. The proposed development will provide additional commercial uses along Gateway South Boulevard.
Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site: **C-2 (Commercial) District:** The purpose of the district is to accommodate establishments providing goods and services which are used in support of the community's trade and service establishments and serving multi-neighborhoods within a planning area of the city. The regulations of the district will permit intensities designed to be compatible with each other and to provide for a wide range of types of commercial activity, including light automobile related uses.	Yes. The proposed C-2 (Commercial) zoning district is compatible with the area. It will allow for the integration of the development with the surrounding C-2 (Commercial), C-3 (Commercial), and S-D (Special Development) zoning districts, expanding the existing commercial zoning along Gateway South Boulevard.
THE PROPOSED PROJECT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:	
Historic District or Special Designations & Study Area Plans: Any historic district or other special designations	No. The proposed development is not within any historic districts or study area plan boundaries.

COMPLIANCE WITH *PLAN EL PASO* GOALS & POLICIES – When evaluating whether a proposed special permit is in accordance with *Plan El Paso*, consider the following factors:	
that may be applicable. Any adopted small areas plans, including land-use maps in those plans.	
Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the requested rezoning.	The proposed development is not anticipated to pose any adverse effects on the community.
Natural Environment: Anticipated effects on the natural environment.	The subject property does not involve any greenfield or environmentally sensitive land or arroyo disturbance.
Stability: Whether the area is stable or in transition.	The area has been in transition the last 10 years with several rezonings to allow for commercial uses. Properties to the north and south along Gateway South Boulevard have undergone rezonings from R-4 (Residential) to C-3 (Commercial), C-2 (Commercial) and S-D (Special Development).
Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	The subject property is located along Gateway South Boulevard and US Highway 54 which are designated as a major arterial and a freeway, respectively in the City's Major Thoroughfare Plan (MTP). Residential use is no longer suitable for the property as commercial zoning is expanding along Gateway Boulevard South.

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: Access to the subject property is proposed from Sunrise Avenue (a local road) which connects to Gateway South Boulevard (a major arterial), and is appropriate for the proposed commercial use. Sidewalks are currently present along Gateway South Boulevard and the applicant will be providing a 5-foot sidewalk abutting the subject property along Sunrise Avenue. There are no bus stops located within walking distance (0.25 miles) of the subject property. The closest bus stop is located 0.52 miles away from the subject property on Hercules Avenue.

SUMMARY OF DEPARTMENTAL REVIEW COMMENTS: No adverse comments were received from the reviewing departments.

PUBLIC COMMENT: The subject property lies within the boundaries of the Sunrise Neighborhood Association which was notified of the rezoning request by the applicant. Public notices were sent to property owners within 300 feet on September 26, 2025. The Planning Division has received one (1) letter in support from the public of the request.

RELATED APPLICATIONS: A rezoning application (PZRZ24-00016) is running concurrently with this special permit to allow for the proposed use of a contractor's yard (small), watchman's dwelling, and a professional office in a proposed C-2 (Commercial) zoning district.

CITY PLAN COMMISSION OPTIONS: The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

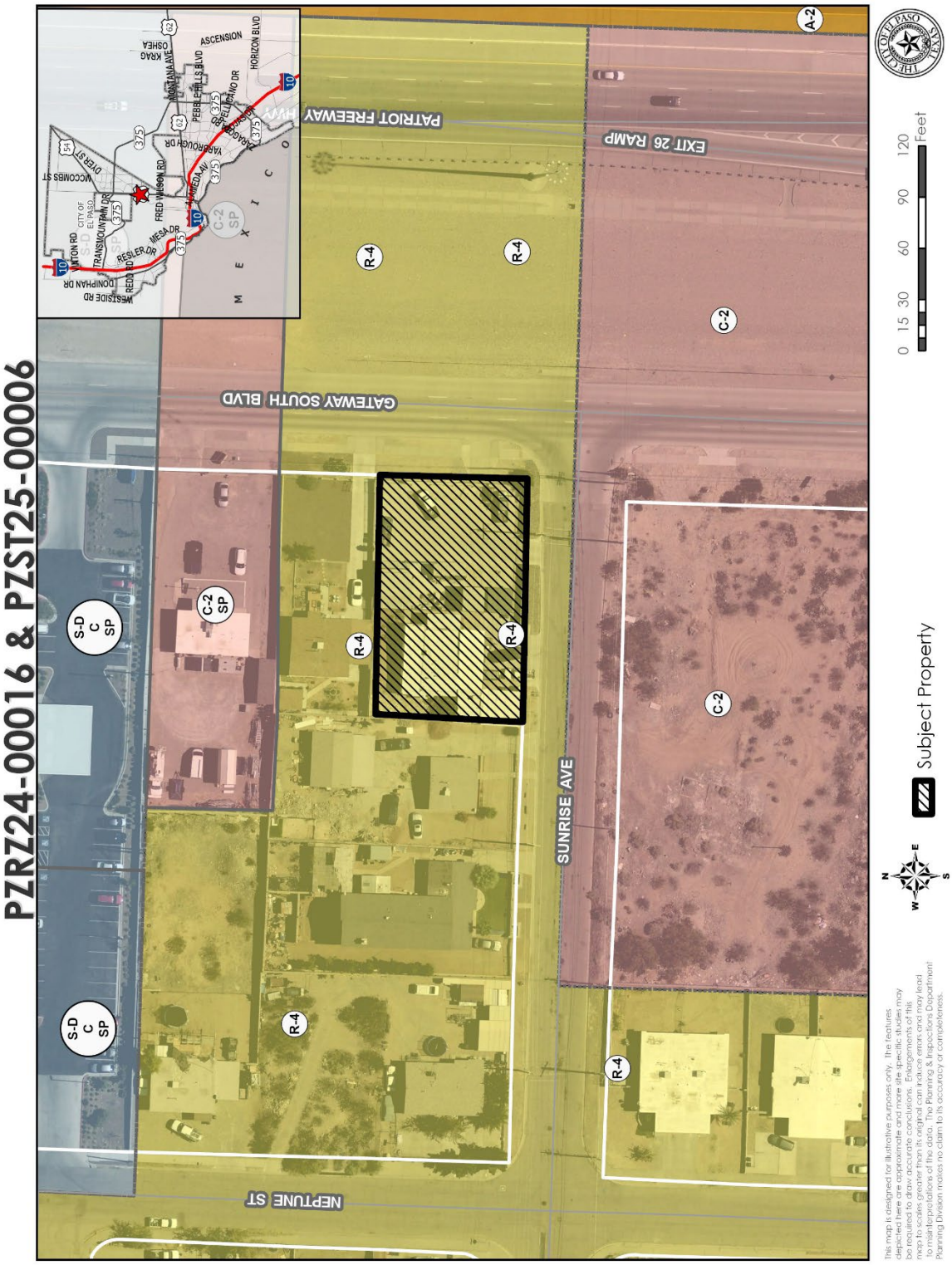
1. **Recommend Approval** of the special permit request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan. **(Staff Recommendation)**
2. **Recommend Approval of the special permit request With Modifications** to bring the request into conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.

3. **Recommend Denial** of the special permit request, finding that the request does not conform to the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.

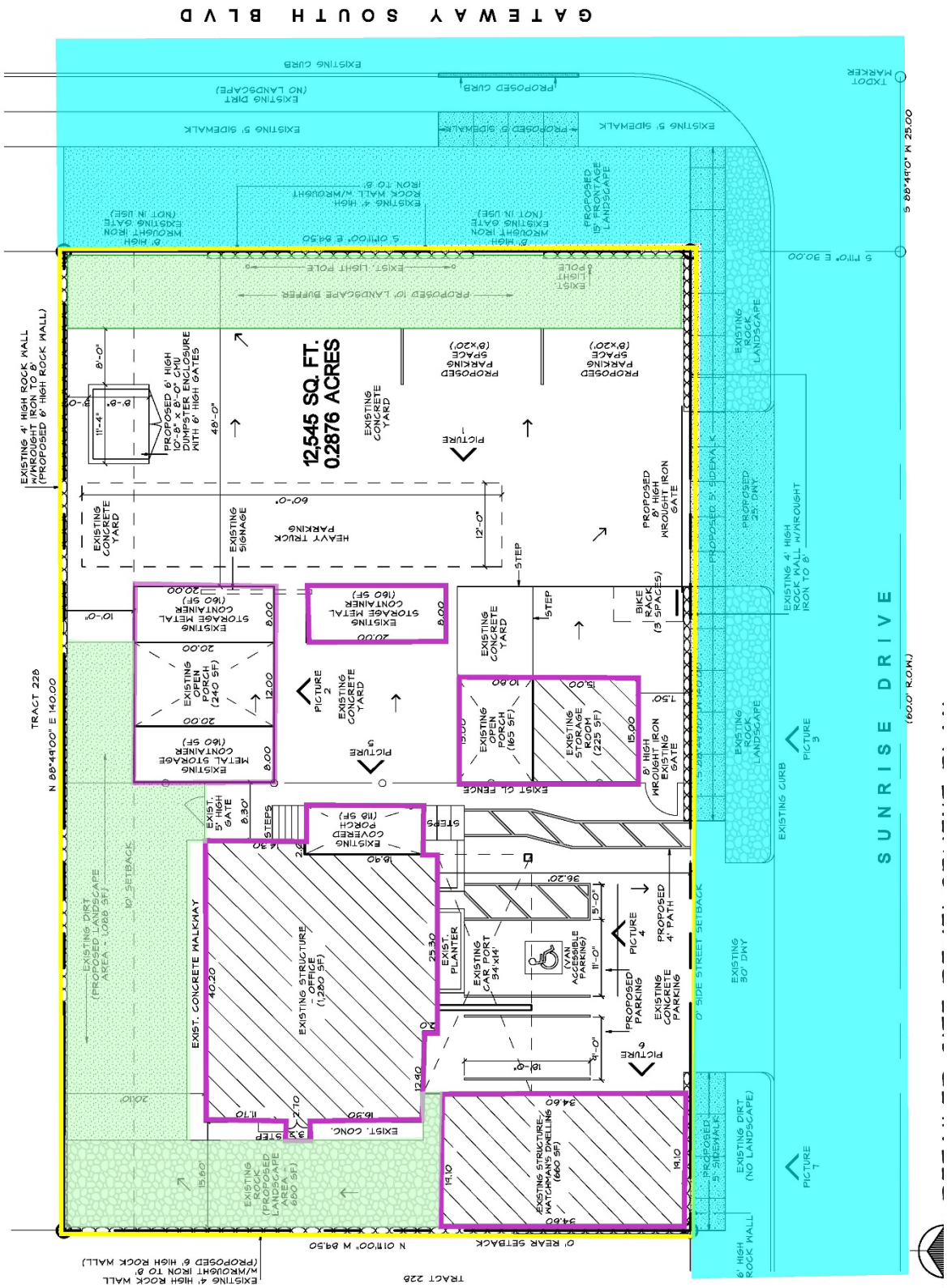
ATTACHMENTS:

1. Zoning Map
2. Detailed Site Development Plan
3. Elevations
4. Department Comments
5. Neighborhood Notification Boundary Map
6. Letter in Support

ATTACHMENT 1



ATTACHMENT 2



ATTACHMENT 3



ATTACHMENT 4

Planning and Inspections Department - Planning Division

Staff recommends **APPROVAL** of the special permit request detailed site development plan request for a contractor's yard (small) per Section 20.04.320 – Special Permit Approvals and Section 20.04.150 – Detailed Site Development Plan Procedures. Furthermore, the proposed development is in accordance with both the G3, Post-War Future Land Use designation and *Plan El Paso*, the City's adopted Comprehensive Plan.

Planning and Inspections Department – Plan Review & Landscaping Division

No comments to provide.

Planning and Inspections Department – Land Development

TXDOT review and approval are required of the proposed subdivision for drainage and access requirements at the time of grading permit.

It is recommended harvesting area on the property.

Note: Comments to be addressed at the permitting stage.

Fire Department

No adverse comments.

Police Department

No comments received.

Environment Services

Please ensure a 36 ft. trash truck has a clear path to empty the dumpster.

Sun Metro

No comments received.

Streets and Maintenance Department

Transportation Engineering

No objections to the application.

Streets Lighting:

Street Lights Department does not object to this request.

Gateway South Blvd. is a Texas Department of Transportation (TXDoT) right-of-way (ROW).

Street Lights Department requires that all projects that involve a roadway are to be evaluated for lighting requirements based on the City of El Paso Street Design Manual (SDM) and the Design Standards for Construction (DSC) according to City of El Paso Codes (cited below). While developing a project or construction area the existing street illumination system shall be protected and preserved. Complete survey for street illumination system shall be shown on plans. Any change on existing street illumination systems shall be coordinated with Street Lights Department.

For the development of a project a complete set of plans shall be submitted to Street Lights Department for review showing the minimum requirements for street illumination proposals**. The submission shall contain but shall not necessarily be limited to plans indicating the location on the premises of all lighting fixtures, both proposed and existing on the site***. The description of all lighting fixtures, both proposed and existing. Photometric data. Plans

shall show street illumination design and details. El Paso city code is applicable to this process, Street Design Manual (SDM)* and any other applicable standards or requirements of the city.

City of El Paso Codes to be followed:
*Title 19 - 19.16.010 - Streetlighting.
**18.18.190 – Submission contents.
*** 19.02.040 Criteria for approval.

Contract Management:
For all proposed improvements within the city right-of-way (ROW), please follow DSC and include construction detail information.

Signs and Markings:
If any work encroaches in City ROW:

All construction plan set submittals and all work shall be in compliance with all applicable City of El Paso Municipal Code, Ordinances, Design Standards for Construction (DSC), Americans with Disabilities Act (ADA), Texas Accessibility Standards (TAS), and Texas Department of Licensing and regulation (TDLR), Street Design Manual (SDM), and all applicable state and federal rules and regulations. The city may refer to TXDOT specs and standards as may be required or not covered by DSC or SDM.

Typical – Identify and differentiate City Of El Paso ROW from TXDOT ROW.

Gateway South is TxDot R.O.W.

El Paso Water
There is an existing 24-inch diameter water main that extends along Sunrise Drive, located approximately 15-feet south of the northern right of way line. No direct service connections are allowed to this main as per the El Paso Water – Public Service Board (EPWater-PSB) Rules and Regulations.

There is an existing 12-inch diameter water main that extends along Gateway South Boulevard, located approximately 10-feet east of the western right of way line. This main is available for service.

Previous water pressure reading from fire hydrant #03138, located at the intersection of Sunrise Avenue and Gateway South Boulevard has yielded a static pressure of 50 (psi), a residual pressure of 48 (psi), and a discharge of 750 (gpm).

EPWater records indicate an existing 3/4-inch water meter serving the subject property with service address of 8701 Gateway South Boulevard.

Water
EPWater-PSB does not object to this request.

Sanitary Sewer
There is an existing 12-inch diameter sanitary sewer main that extends along Sunrise Drive located approximately 33-feet south of the northern right-of-way line. This main is available for service. There is an existing 8-inch diameter sanitary sewer main that extends along Gateway South Boulevard located 13-feet east of the west right-of-way line. This main is available for service.

General
EPWater-PSB requires a new service application to provide additional service to the property. New service applications are available at 1154 Hawkins, 3rd floor and should be made 6 to 8 weeks in advance of construction to ensure water for construction work. A site plan, utility plan, grading and drainage plans, landscaping plan, the legal description of the property and a certificate-of-compliance are required at the time of application. Service will be provided in accordance with the current EPWater-PSB Rules and Regulations. The applicant is responsible for the costs of any necessary on-site

and off-site extensions, relocations or adjustments of water and sanitary sewer lines and appurtenances.

Stormwater:
EPWater-SW had previously reviewed this proposal and has no objections to the rezoning & special permit request.

El Paso County 911 District
The 911 District has no comments or concerns regarding this special permit.

Texas Department of Transportation
TXDOT comments are to remove driveway on US 54 since it does not meet current spacing requirements from the intersection. Additionally, use curb to close the opening and match existing parkway along US 54.

El Paso County Water Improvement District #1
No comments received.

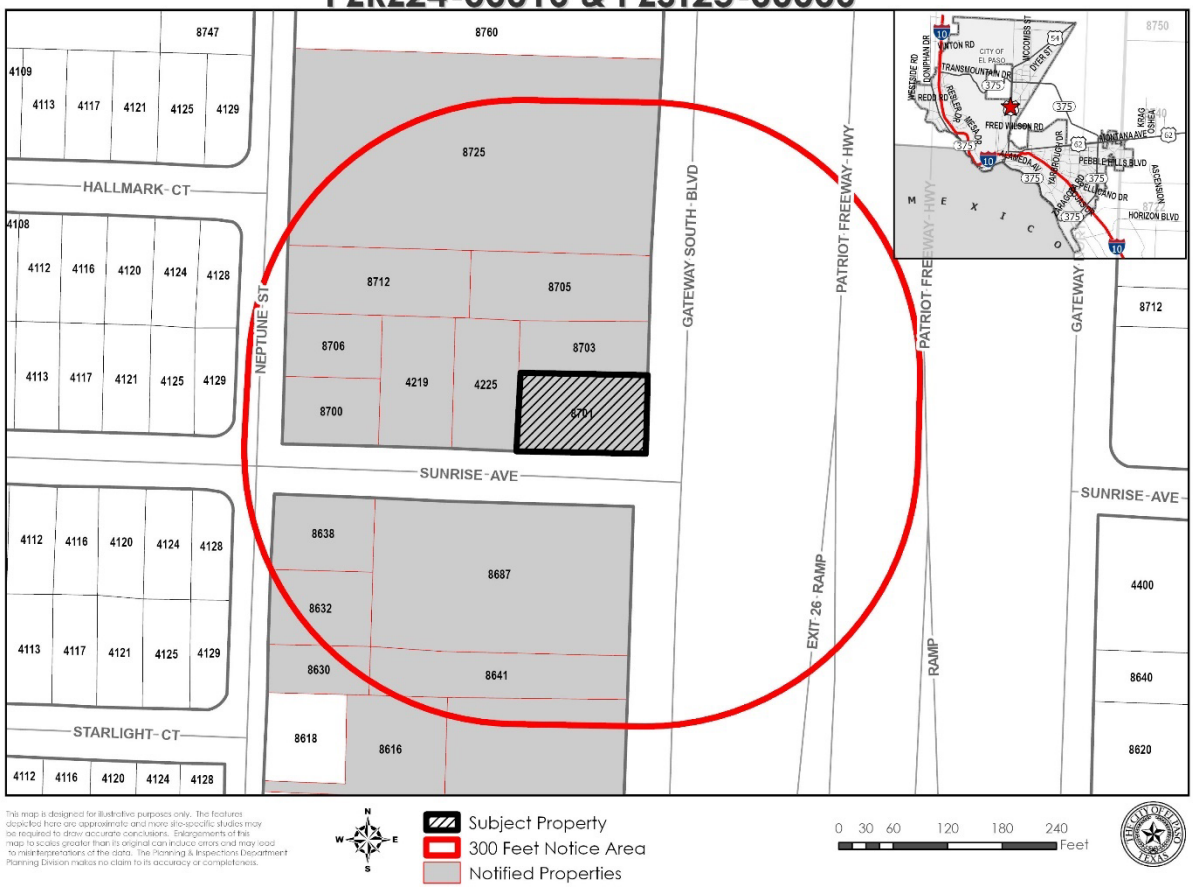
El Paso Electric
We have no comments for 8701 Gateway South Boulevard.

Texas Gas Service
Texas Gas Service has a service line at 8701 Gateway South Blvd.

Disclaimer: Texas Gas Service does not allow permanent structures nor trees to be installed on top of TGS gas mains or service lines. If a conflict is anticipated, the developer, contractors or owner representative should contact TGS to relocate the gas main and/or service at the developer's expense.

ATTACHMENT 5

PZRZ24-00016 & PZST25-00006



ATTACHMENT 6

Mr. David Delgado
4225 Sunrise Avenue
El Paso, TX 79904

Mike DelaRiva
8701 Gateway South Blvd
El Paso, TX 79904

April 25, 2025

RE: Rezoning and Special Permit

Dear Mr. DelaRiva:
Thank you for your recent letter asking for my support of your applications for a change of zoning and a special permit to operate a contractor's yard on your property located at 8701 Gateway South Blvd. We also understand that you are requesting our support to allow the non-conforming structure abutting the southeastern boundary of our property. We further understand the City of El Paso has no record of building permits being issued for that structure.
You have our complete support for the zoning change to C2, for the special permit to operate a contractor's yard, and for a waiver of the setback requirements between our property.
Please let us know if you need anything from us going forward to support you in your efforts.

Sincerely,

David Delgado Jr.
Owner—4225 Sunrise Avenue, El Paso, TX 79904

State of Texas
County of El Paso

Sworn to and subscribed before me on
the 28 day of April 2025

Notary Public's Signature
My Commission Expires 12-31-2027

PEGGY SUE GONZALEZ
Notary Public, State of Texas
Comm. Expires 12-31-2027
Notary ID 3610738

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with Title 2, Chapter 2.92, Section 2.92.080

Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.**

Definitions:

"Contribution"	A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit.
"Contributor"	A person making a contribution, including the contributor's spouse.
"Donation"	Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.
"Donor"	An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
"Benefiting"	Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of $500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

Contributor / Donor Information:

Full Name	Miguel De La Riva
Business Name	
Agenda Item Type	Rezoning/Special Permit
Relevant Department	Planning and Inspections

Disclosure Affirmation: Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of $500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.

☑ I have **NOT** made campaign contributions or donations totaling an aggregate of $500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

OR

☐ I have made campaign contributions or donations totaling an aggregate of $500 or more to the following City Council member(s) during their campaign(s) or term(s) of City office:

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT ($)
Mayor		
District 1		
District 2		
District 3		
District 4		
District 5		
District 6		
District 7		
District 8		

Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, **I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.**

Signature: Miguel Dela Rosa Date: _____

File #: 26-0069, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.
No Title's, No emails. Please use ARIAL 10 Font.

District 4
El Paso Water, Alejandro Vidales, (915) 594-5636
El Paso Water, Rocio Alvarado, (915) 594-5493

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

An Ordinance authorizing the City Manager to sign a Deed and any other documents necessary to convey approximately 271.876 acres of land for the sale price of $7,528,957; such real property legally described as Parcel 1: T&P RR Survey, Block 81, Township 1, a Portion of Section 1, T&P RR Survey, Block 81, Township 1, a Portion of Section 2, City of El Paso, El Paso County, Texas; Parcel 5: T&P RR Survey, Block 81, Township 1, a Portion of Section 12, City of El Paso, El Paso County, Texas; Parcel 6: T&P RR Survey, Block 81, Township 1, a Portion of Section 7, T&P RR Survey, Block 81, Township 1, a Portion of Section 8, City of El Paso, El Paso County, Texas; Parcel 7: T&P RR Survey, Block 81, Township 1, a Portion of Section 7, T&P RR Survey, Block 81, Township 1, a Portion of Section 8, T&P RR Survey, Block 81, Township 1, a Portion of Section 17, City of El Paso, El Paso County, Texas; Parcel 8: T&P RR Survey, Block 81, Township 1, a Portion of Section 20, City of El Paso, El Paso County, Texas; Parcel 10: T&P RR Survey, Block 80 Township 1, a Portion of Section 20, City of El Paso, El Paso County, Texas; and Parcel 11: T&P RR Survey, Block 80, Township 1, a Portion of Section 28, City of El Paso, El Paso County, El Paso , Texas.

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

DEPARTMENT: El Paso Water

AGENDA DATE: 1/6/26

PUBLIC HEARING DATE: 1/20/26

CONTACT PERSON NAME: Alejandro Vidales **PHONE NUMBER:** 915-594-5636

2nd CONTACT PERSON NAME: Rocio Alvarado **PHONE NUMBER:** 915-594-5493

DISTRICT(S) AFFECTED: 4

STRATEGIC GOAL:

EPWater: Customer Satisfaction

SUBGOAL:

EPWater: Total Water Supply

SUBJECT:

Authorizing the City Manager to sign a Deed and any other documents necessary to convey 271.876 acres of land legally described as:
Parcel 1: T&P RR Survey, Block 81, Township 1, a Portion of Section 1, T&P RR Survey, Block 81, Township 1, a Portion of Section 2, City of El Paso, El Paso County, Texas
Parcel 5: T&P RR Survey, Block 81, Township 1, a Portion of Section 12, City of El Paso, El Paso County, Texas
Parcel 6: T&P RR Survey, Block 81, Township 1, a Portion of Section 7, T&P RR Survey, Block 81, Township 1, a Portion of Section 8, City of El Paso, El Paso County, Texas
Parcel 7: T&P RR Survey, Block 81, Township 1, a Portion of Section 7, T&P RR Survey, Block 81, Township 1, a Portion of Section 8, T&P RR Survey, Block 81, Township 1, a Portion of Section 17, City of El Paso, El Paso County, Texas
Parcel 8: T&P RR Survey, Block 81, Township 1, a Portion of Section 20, City of El Paso, El Paso County, Texas
Parcel 10: T&P RR Survey, Block 80 Township 1, a Portion of Section 20, City of El Paso, El Paso County, Texas
Parcel 11: T&P RR Survey, Block 80, Township 1, a Portion of Section 28, City of El Paso, El Paso County, El Paso, Texas

BACKGROUND / DISCUSSION:

The parcels of land are owned by the El Paso Water Utilities Public Service Board ("EPWater"), for and on behalf of the City of El Paso, a Texas municipal corporation, as part of its water, wastewater and stormwater systems (the "System"). On March 13, 2024, the Public Service Board declared the properties inexpedient to the system and authorized the President/CEO of EPWater to proceed with the sale.

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

PRIOR COUNCIL ACTION:

Yes, the City Council approved a closely item related to this one.

On August 15, 2023, the City Council approved the sale of 37.9194 acres of land to the State of Texas, herein acting by and through the Texas Department of Transportation for $2,535,688.98, as part of the Highway Spur 320

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)

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

DEPARTMENT HEAD: AVIDAR

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO SIGN A DEED AND ANY OTHER DOCUMENTS NECESSARY TO CONVEY APPROXIMATELY 271.876 ACRES OF LAND LEGALLY DESCRIBED AS PARCEL 1: T&P RR SURVEY, BLOCK 81, TOWNSHIP 1, A PORTION OF SECTION 1, T&P RR SURVEY, BLOCK 81, TOWNSHIP 1, A PORTION OF SECTION 2, CITY OF EL PASO, EL PASO COUNTY, TEXAS, PARCEL 5: T&P RR SURVEY, BLOCK 81, TOWNSHIP 1, A PORTION OF SECTION 12, CITY OF EL PASO, EL PASO COUNTY, TEXAS, PARCEL 6: T&P RR SURVEY, BLOCK 81, TOWNSHIP 1, A PORTION OF SECTION 7, T&P RR SURVEY, BLOCK 81, TOWNSHIP 1, A PORTION OF SECTION 8, CITY OF EL PASO, EL PASO COUNTY, TEXAS, PARCEL 7: T&P RR SURVEY, BLOCK 81, TOWNSHIP 1, A PORTION OF SECTION 7, T&P RR SURVEY, BLOCK 81, TOWNSHIP 1, A PORTION OF SECTION 8, T&P RR SURVEY, BLOCK 81, TOWNSHIP 1, A PORTION OF SECTION 17, CITY OF EL PASO, EL PASO COUNTY, TEXAS, PARCEL 8: T&P RR SURVEY, BLOCK 81, TOWNSHIP 1, A PORTION OF SECTION 20, CITY OF EL PASO, EL PASO COUNTY, TEXAS, PARCEL 10: T&P RR SURVEY, BLOCK 80 TOWNSHIP 1, A PORTION OF SECTION 20, CITY OF EL PASO, EL PASO COUNTY, TEXAS, Parcel 11: T&P RR SURVEY, BLOCK 80, TOWNSHIP 1, A PORTION OF SECTION 28, CITY OF EL PASO, EL PASO COUNTY, EL PASO, TEXAS

WHEREAS, the El Paso Water Utilities Public Service Board ***("EPWater")***, for and on behalf of the City of El Paso, a Texas municipal corporation, holds certain real properties in its land inventory as part of its water, wastewater and stormwater systems (collectively the "**System**"); and,

WHEREAS, at its regular meeting on March 13, 2024 the Public Service Board determined approximately 271.876 acres of land legally described as:

Parcel 1: T&P RR Survey, Block 81, Township 1, a Portion of Section 1, T&P RR Survey, Block 81, Township 1, a Portion of Section 2, City of El Paso, El Paso County, Texas

Parcel 5: T&P RR Survey, Block 81, Township 1, a Portion of Section 12, City of El Paso, El Paso County, Texas

Parcel 6: T&P RR Survey, Block 81, Township 1, a Portion of Section 7, T&P RR Survey, Block 81, Township 1, a Portion of Section 8, City of El Paso, El Paso County, Texas

Parcel 7: T&P RR Survey, Block 81, Township 1, a Portion of Section 7, T&P RR Survey, Block 81, Township 1, a Portion of Section 8, T&P RR Survey, Block 81, Township 1, a Portion of Section 17, City of El Paso, El Paso County, Texas

Parcel 8: T&P RR Survey, Block 81, Township 1, a Portion of Section 20, City of El Paso, El Paso County, Texas

Parcel 10: T&P RR Survey, Block 80 Township 1, a Portion of Section 20, City of El Paso, El Paso County, Texas

Parcel 11: T&P RR Survey, Block 80, Township 1, a Portion of Section 28, City of El Paso, El Paso County, El Paso, Texas (the "***Property***"), to be inexpedient to the system and that the Property should be sold in accordance with state law; and,

WHEREAS, the State of Texas, acting herein by and through the Texas Department of Transportation, has agreed to purchase the Property for the amount of $7,528,957; and,

WHEREAS, Section 272.001(b)(5) of the Texas Local Government Code Provides that a political subdivision of the state may convey real property to a governmental entity that has the power of eminent domain without giving notice and requesting sealed bids; and,

WHEREAS, the State of Texas, acting herein by and through the Texas Department of Transportation, is a governmental entity that has the power of eminent domain; and,

WHEREAS, the El Paso City Council finds that it is in the public interest to convey the Property to the State of Texas; and

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

That the City Manager is authorized to sign a Deed and any other necessary documents, in a form approved by the City Attorney's Office, for the sale of the following identified real property:

Approximately 271.876 acres of land legally described as:
Parcel 1: T&P RR Survey, Block 81, Township 1, a Portion of Section 1, T&P RR Survey, Block 81, Township 1, a Portion of Section 2, City of El Paso, El Paso County, Texas
Parcel 5: T&P RR Survey, Block 81, Township 1, a Portion of Section 12, City of El Paso, El Paso County, Texas
Parcel 6: T&P RR Survey, Block 81, Township 1, a Portion of Section 7, T&P RR Survey, Block 81, Township 1, a Portion of Section 8, City of El Paso, El Paso County, Texas
Parcel 7: T&P RR Survey, Block 81, Township 1, a Portion of Section 7, T&P RR Survey, Block 81, Township 1, a Portion of Section 8, T&P RR Survey, Block 81, Township 1, a Portion of Section 17, City of El Paso, El Paso County, Texas
Parcel 8: T&P RR Survey, Block 81, Township 1, a Portion of Section 20, City of El Paso, El Paso County, Texas
Parcel 10: T&P RR Survey, Block 80 Township 1, a Portion of Section 20, City of El Paso, El Paso County, Texas
Parcel 11: T&P RR Survey, Block 80, Township 1, a Portion of Section 28, City of El Paso, El Paso County, El Paso, Texas

(Signatures begin on following page)

PASSED AND APPROVED this _____day of _____, 2026.

CITY OF EL PASO

_____
Renard U. Johnson,
Mayor

ATTEST:

_____
Laura D. Prine,
City Clerk

APPROVED AS TO FORM:

_____
Roberta Brito
Assistant City Attorney

APPROVED AS TO FORM:

_____
Michaela Ainsa
Senior Assistant General Counsel

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Texas Department of Transportation
Form ROW-N-14
(Rev. 11/20)

DEED

TxDOT ROW CSJ: 0665-02-006 and 0665-02-007

TxDOT Parcel ID: P00066025, P00066029, P00066030, P00066031, P00066032, P00066034, P00066035, and P00065989

Grantor(s), whether one or more:
El Paso Water Utilities Public Service Board, for and on behalf of the City of El Paso, Texas, a Texas municipal corporation, a/k/a El Paso Water Utilities Board, a public corporation; and the City of El Paso, Texas, a Texas municipal corporation, a/k/a The City of El Paso for the use and benefit of the El Paso Water Utilities Public Service Board,

Grantor's Mailing Address (including county):
1154 Hawkins Blvd.
El Paso, TX 79925

Grantee:

The State of Texas, acting by and through the Texas Transportation Commission

Grantee's Authority:

The Texas Transportation Commission is authorized under the Texas Transportation Code to purchase land and such other property rights (including requesting that counties and municipalities acquire highway right of way) deemed necessary or convenient to a state highway or turnpike project to be constructed, reconstructed, maintained, widened, straightened, or extended, or to accomplish any purpose related to the location, construction, improvement, maintenance, beautification, preservation, or operation of a state highway or turnpike project.

The Texas Transportation Commission is also authorized under the Texas Transportation Code, Chapter 203 to acquire or request to be acquired such other property rights deemed necessary or convenient for the purposes of operating a state highway or turnpike project, with control of access as necessary to facilitate the flow of traffic and promote the public safety and welfare on both non-controlled facilities and designated controlled access highways and turnpike projects.

Grantee's Mailing Address (including county):
Texas Department of Transportation
125 E. 11th Street
Austin, Travis County, Texas 78701

Consideration:

The sum of Ten and no/100 Dollars ($10.00), and other good and valuable consideration, to Grantor in hand paid by Grantee, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied.

Property:

All those certain tracts or parcels of land in El Paso County, Texas, being more particularly described in the attached Exhibit A (the "**Property**").

Grantors do also Waive, Release, Relinquish, and Convey unto the State of Texas that portion of Grantors' abutting property rights of ingress and egress and direct access on and off the Highway Facility as described in Exhibit "A" by lines of access denial.

Reservations from and Exceptions to Conveyance and Warranty:

This conveyance is made by Grantor and accepted by Grantee subject to the following:

1. Visible and apparent easements not appearing of record.

2. Any discrepancies, conflicts, or shortages in area or boundary lines or any encroachments or any overlapping of improvements which a current survey would show.

3. Easements, restrictions, reservations, covenants, conditions, oil and gas leases, mineral severances, and encumbrances for taxes and assessments (other than liens and conveyances) presently of record in the Official Public Records of El Paso County, Texas, that affect the property, but only to the extent that said items are still valid and in force and effect at this time.

4. Water and Wastewater Easements and Casing Reservations as set forth in Exhibit B hereto.

Grantor reserves all of the oil, gas, and sulfur in and under the Property but waives all rights of ingress and egress to the surface thereof for the purpose of exploring, developing, mining or drilling for same; however, nothing in this reservation shall affect the title and rights of the Grantee, its successors and assigns, to take and use all other minerals and materials thereon, therein, and thereunder.

Grantor is retaining title to the following improvements ("**Retained Improvements**") located on the Property, to wit: Water and Wastewater systems located within the reserved easements set forth in Exhibit B and further delineated in Exhibit C hereto.

Access on and off Grantor's remaining property to and from the State highway facility shall be permitted except to the extent that such access is expressly prohibited by the provisions set out in Exhibit "A". Grantor acknowledges that such access on and off the State highway facility is subject to regulation as may be determined by the Texas Department of Transportation to be necessary in the interest of public safety or by applicable local municipal or county zoning, platting, or permitting requirements.

GRANTOR, for the Consideration and subject to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty, grants, sells, and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold it to Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's heirs, successors, and assigns to Warrant

and Forever Defend all and singular the Property to Grantee and Grantee's successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof, except as to the Reservations from Conveyance and the Exceptions to Conveyance and Warranty.

When the context requires, singular nouns and pronouns include the plural.

EXECUTED on the date(s) of acknowledgment indicated below.

GRANTOR:

EL PASO WATER UTILITIES PUBLIC SERVICE BOARD for and on behalf of THE CITY of EL PASO, TEXAS, a Texas municipal corporation

By: _____
John E. Balliew
President and Chief Executive Officer

Grantor's Address:

1154 Hawkins Blvd.
El Paso, TX 79925

Acknowledgment

State of Texas
County of El Paso

This instrument was acknowledged before me on November 26th, 2025 by John E. Balliew, as President and Chief Executive Officer of the El Paso Water Utilities Public Service Board on behalf of The City of El Paso, Texas, a Texas municipal corporation.

IVONNE BENAVIDES
NOTARY PUBLIC
ID# 132618005
In and for the State of Texas
My Commission Expires
08-16-2028

_____
Notary Public's Signature
My Commission Expires: 8/16/2028

GRANTOR:

CITY of EL PASO, TEXAS

By: _____
Dionne L. Mack, City Manager

Grantor's Address:

300 N. Campbell
El Paso, TX 79901

Acknowledgment

State of Texas
County of El Paso

This instrument was acknowledged before me on _____, 2026 by Dionne L. Mack, as City Manager of The City of El Paso, Texas, a Texas municipal corporation.

_____
Notary Public's Signature
My Commission Expires: _____

AFTER RECORDING, RETURN TO:
Texas Department of Transportation
Attn: ROW Division
13301 Gateway Blvd.
El Paso, Texas 79928

HIGHWAY: Spur 320
LIMITS: From Texas and New Mexico State Line to Loop 375
COUNTY: El Paso
ACCOUNT NO.:
ROW CSJ: 0665-02-007
OWNER: The City of El Paso

Property Description for Parcel 1

Being a total of 3,485,375 square feet or 80.0133 acres of land, situated in the E.V. Newman Survey, Abstract No. 10017, Section 2, Block 81, Township 1, and Texas and Pacific Railroad Company Survey, and Abstract No. 2379, Section 1, Block 81, Township 1, Texas and Pacific Railroad Company Surveys, El Paso County, Texas and being part of a called 3,200 acre tract of land conveyed to The City of El Paso by deed recorded in Volume 1242, Page 231, El Paso County Deed Records (E.P.C.D.R.) and by Condemnation Suit No. 16526 dated July 31, 1954 and being more particularly described by metes and bounds in three (3) parts as follows:

Part 1:

Being 949,632 square feet or 21.8006 acres of land, situated in said E.V. Newman Survey, Section 2 Block 81, Township 1, Texas and Pacific Railroad Company Surveys.

COMMENCING, on the Texas/New Mexico state line, at the common northerly corner of Section 2, and Section 3, said Block 81, Township 1, from which a City of El Paso brass cap monument bears South 87º21'16" East 0.22 feet;

THENCE, South 87º07'50" East, with the Texas/New Mexico state line and north boundary line of Section 2 and said City of El Paso tract, a distance of 455.19 feet to a TxDOT Type II brass cap monument found on the southwesterly right-of-way line of the proposed Spur 320 for the end of a curve to the right and end of Denial of Access Line for the most westerly corner and **POINT OF BEGINNING** of the herein described parcel, having coordinates of N=10,746,075.83, and E=403,766.10, located 175.00 feet right of proposed Spur 320 Baseline Station 640+30.73;

1. **THENCE**, South 87º07'50" East, continuing with said state line, the north line of Section 2 Block 81, and said City of El Paso tract, a distance of 440.53 feet to a TxDOT Type II monument found on the northeasterly right-of-way line of the proposed Spur 320, the beginning point of a curve to the left and Denial of Access Line, for a northerly corner of the herein described parcel, located 175.00 feet left of proposed Spur 320 Baseline Station 642+98.27;

2. **THENCE**, with said proposed northeasterly right-of-way line and Denial of Access Line, said curve to the left, having a radius of 12,325.00 feet, an arc length of 2,181.57 feet, a central angle of 10 degrees 08 minutes 30 seconds, and a chord which bears South 40º12'39" East, a distance of 2,178.72, to a 5/8-inch iron rod with TxDOT aluminum cap found on the common boundary line of said City of El Paso tract and a right-of-way conveyed to the El Paso Electric Company by deed recorded in Volume 1226, Page 532, Official Public Records of Real property of El Paso County, (O.P.R.R.P.E.P.C.), for a southeasterly corner of the herein described parcel and end of Denial of Access line, located 175.00 feet left of proposed Spur 320 Baseline Station 665+10.82;

3. **THENCE,** South 2º07'40" West, with said common boundary line, a distance of 686.72 feet to a 5/8-inch iron rod with TxDOT aluminum cap found on the southwesterly right- of-way line of the proposed Spur 320 same being the northerly boundary line of a right-of-way conveyed to EPNG Pipeline Company by deed recorded in Document No. 20000080243 O.P.R.R.P.E.P.C., for the most southerly corner of the herein described parcel and beginning of a Denial of Access Line, located 338.98 feet right of proposed Spur 320 Baseline Station 669+63.39;

4. **THENCE,** North 47º53'32" West, with the said northerly boundary of said EPNG Pipeline Company right-of-way, a distance of 409.91 feet to a 5/8-inch iron rod with TxDOT aluminum cap found for the beginning of a curve to the right for a corner of the herein described parcel, located 349.36 feet right of proposed Spur 320 Baseline Station 665+64.58;

5. **THENCE,** with said proposed right-of-way and Denial of Access Line and said curve to the right, having a radius of 1,572.00 feet, an arc length of 95.14 feet, a central angle of 03 degrees 28 minutes 03 seconds, and a chord which bears North 84º40'06" East, a distance of 95.12 feet, to a TxDOT Type II brass cap monument found for a southwesterly corner of the herein described parcel, located 276.85 feet right of proposed Spur 320 Baseline Station 666+24.64;

6. **THENCE,** North 10º27'53" East, continuing with said proposed right-of-way and Denial of Access Line, a distance of 122.69 feet to a TxDOT Type II brass cap monument found and beginning of a curve to the right, for a corner of the herein described parcel, located 175.00 feet right of proposed Spur 320 Baseline Station 665+57.45;

7. **THENCE,** with said proposed right-of-way and Denial of Access Line and said curve to the right, having a radius of 12,675.00 feet, an arc length of 918.76 feet, a central angle of 04 degrees 09 minutes 11 seconds, and a chord which bears North 43º25'07" West, a distance of 918.56 feet, to a TxDOT Type II brass cap monument found for a southwesterly corner of the herein described parcel, located 175.00 feet right of proposed Spur 320 Baseline Station 656+51.37;

8. **THENCE,** North 86º11’25” West, continuing with said right-of-way and Denial of Access Line, a distance of 42.32 feet to a TxDOT Type II brass cap monument found for a southwesterly corner of the herein described parcel, located 204.88 feet right of proposed Spur 320 Baseline Station 656+21.86;

9. **THENCE,** South 48º57’36” West, continuing with said right-of-way and Denial of Access Line, a distance of 221.52 feet to a 5/8-inch iron rod with TxDOT aluminum cap found on the northerly boundary line of said EPNG Pipeline Company right-of-way and end of said
Denial of Access Line for a corner of the herein described parcel, located 426.39 feet right of proposed Spur 320 Baseline Station 656+21.23;

10. **THENCE,** North 47º53’32” West, with the north boundary line of said EPNG Pipeline Company right-of-way, a distance of 74.53 feet to a 5/8-inch iron rod with TxDOT aluminum cap found on the southwesterly right-of-way line of the proposed Spur 320 and beginning of a Denial of Access Line, for a corner of the herein described parcel, located 435.28 feet right of proposed Spur 320 Baseline Station 655+49.70;

11. **THENCE,** North 48º57’36” East, with said proposed right-of-way line and Denial of Access Line, a distance of 230.41 feet to a TxDOT Type II brass cap monument found for a corner of the herein described parcel, located 204.88 feet right of proposed Spur 320 Baseline Station 655+49.05;

12. **THENCE,** North 04º06’44” East, continuing with said proposed right-of-way and Denial of Access Line, a distance of 42.32 feet to a found TxDOT Type II brass cap monument found and beginning point of a curve to the right for a southwesterly corner of the herein described parcel, located 175.00 feet right of proposed Spur 320 Baseline Station 655+19.53;

13. **THENCE,** continuing with said proposed right-of-way and Denial of Access Line, said curve to the right, having a radius of 12,675.00 feet, an arc length of 1,276.33 feet, a central angle of 05 degrees 46 minutes 10 seconds, and a chord which bears North 37º51’11” West, a distance of 1,275.79 feet, to a TxDOT Type II brass cap monument found for a corner of the herein described parcel, located 175.00 feet right of proposed Spur 320 Baseline Station 642+60.82;

14. **THENCE,** North 34º40’56” West, continuing with said proposed right-of-way and Denial of Access Line, a distance of 126.60 feet to a TxDOT Type II brass cap monument found for the beginning point of a curve to the right for a southwesterly corner of the herein described parcel, located 175.00 feet right of proposed Spur 320 Baseline Station 641+35.97;

15. **THENCE,** with said proposed right-of-way of the proposed Spur 320 and Denial of Access Line, said curve to the right, having a radius of 12,675.00 feet, an arc length of 106.72 feet, a central angle of 00 degrees 28 minutes 57 seconds, and a chord which bears North 34º09'17" West, a distance of 106.72 feet, to the **POINT OF BEGINNING** and containing 949,632 square feet or 21.8006 acres of land.

Part 2:

Being 768,206 square feet or 17.6356 acres of land, situated in said E.V. Newman Survey, Section 2, Block 81, Township 1, Texas and Pacific Railroad Company Surveys.

COMMENCING, on the Texas/New Mexico state line, at the common northerly corner of Section 2 and 3, said Block 81, Township 1, from which a City of El Paso brass cap monument bears South 87º21'16" East 0.22 feet;

THENCE, South 02º04'15" West, with the common boundary line of Section 2, and Section 3, said Block 81, a distance of 2,780.02 feet to a point;

THENCE, South 87º55'45" East, a distance of 105.63 feet to a TxDOT Type II brass cap monument found on the east right-of-way of said State Highway F.M. 3255 a varied width right of way as described in deed recorded in Volume 585, Page 76 and Volume 694, Page 451, E.P.C.D.R. and westerly boundary of said City of El Paso tract recorded in Volume 1242, Page 231 E.P.C.D.R., for the most southerly corner and **POINT OF BEGINNING** of the herein described parcel, having coordinates of N=10,743,316.60 and E=403,316.58, located 2,229.36 feet right of proposed Spur 320 Baseline Station 657+66.71;

1. **THENCE,** North 01º05'11" East, with the common boundary of said State Highway F.M. 3255 right-of-way and said City of El Paso tract, a distance of 1,678.19 feet to a point and beginning of a curve to the left, for a westerly corner of the herein described parcel;

2. **THENCE,** continuing with said common boundary and curve to the left, having a radius of 7,719.50 feet, an arc length of 397.79 feet, a central angle of 02 degrees 57 minutes 09 seconds, and a chord which bears North 00º23'23" West, a distance of 397.75 feet, to a point for a westerly corner of the herein described parcel;

3. **THENCE,** North 01º16'43" East, continuing with said common boundary, a distance of 89.73 feet to a 60D nail found on the proposed right-of-way of Spur 320 right-of-way and beginning of a Denial of Access Line, for the most northerly corner of the herein described parcel located 856.10 feet right of proposed Spur 320 Baseline Station 642+73.53;

4. **THENCE,** South 07º27’53” East, with said proposed right-of-way and Denial of Access Line, a distance of 172.65 feet to a TxDOT Type II brass cap monument found for a corner of the herein described parcel, located 936.86 feet right of proposed Spur 320 Baseline Station 644+15.92;

5. **THENCE,** South 07º27’54” East, continuing with said proposed right-of-way and Denial of Access Line, a distance of 1052.03 feet to a TxDOT Type II brass cap monument found for a corner of the herein described parcel, located 1,465.04 feet right of proposed Spur 320 Baseline Station 652+46.31;

6. **THENCE,** South 53º24’37” East, continuing with said proposed right-of-way and Denial of Access Line, a distance of 78.91 feet to a TxDOT Type II brass cap monument found for the beginning of a curve to the left, for a corner of the herein described parcel, located 1,446.26 feet right of proposed Spur 320 Baseline Station 653+14.97;

7. **THENCE,** continuing with said proposed right-of-way and Denial of Access Line, said curve to the left and, having a radius of 1,463.00 feet, an arc length of 894.00 feet, a central angle of 35 degrees 00 minutes 43 seconds, and a chord which bears North 66º27’58” East, a distance of 880.16 feet, to a 60D nail found for a corner of the herein described parcel, located 603.65 feet right of proposed Spur 320 Baseline Station 655+50.16;

8. **THENCE,** North 48º57’36” East, continuing with said proposed right-of-way and Denial of Access Line, a distance of 118.01 feet to a 5/8-inch iron rod with TxDOT aluminum cap found on the southwesterly boundary line of a right-of-way conveyed to EPNG Pipeline Company by Document No. 20000080243 recorded in the Official Poublic Records of Real Property El Paso County (O.P.R.R.P.E.P.C.) and end of said Denial of Access Line, for a corner of the herein described parcel located 485.64 feet right of proposed Spur 320 Baseline Station 655+49.84;

9. **THENCE,** South 47º53’32” East, with the southwesterly boundary said EPNG Pipeline Company right-of-way, a distance of 74.53 feet to a 5/8-inch iron rod with TxDOT aluminum cap found on the proposed Spur 320 right-of-way and beginning of a Denial of Access Line, for a corner of the herein described parcel, located 476.75 feet right of proposed Spur 320 Baseline Station 656+21.09;

10. **THENCE,** South 48º57’36” West, with said proposed right-of- way and Denial of Access Line, a distance of 126.90 feet to a TxDOT Type II brass cap monument found and the beginning of a curve to the right, for a corner of the herein described parcel, located 603.65 feet right of proposed Spur 320 Baseline Station 656+20.75;

11. **THENCE,** continuing with said proposed right-of-way and Denial of Access Line, said curve to the right having a radius of 1,537.00 feet, an arc length of 930.10 feet, a central angle of 34 degrees 40 minutes 19 seconds, and a chord which bears South 66º17'46" West, a distance of 915.98 feet to a TxDOT Type II brass cap monument found for a corner of the herein described parcel, located 1,479.96 feet right of proposed Spur 320 Baseline Station 653+74.48;

12. **THENCE,** South 30º36'55" West, continuing with said proposed right-of-way and Denial of Access Line, a distance of 82.16 feet to a TxDOT Type II brass cap monument found for the beginning of a curve to the left, for a corner of the herein described parcel, located 1,557.52 feet right of proposed Spur 320 Baseline Station 653+98.64;

13. **THENCE,** continuing with said right-of-way and Denial of Access Line, said curve to the left having a radius of 918.00 feet, an arc length of 1,173.13 feet, a central angle of 73 degrees 13 minutes 09 seconds, and a chord which bears South 73º39'10" East, a distance of 1,094.92 feet to a TxDOT Type II brass cap monument found for a corner of the herein described parcel, located 984.66 feet right of proposed Spur 320 Baseline Station 662+45.96;

14. **THENCE,** North 69º44'16" East, continuing with said proposed right-of-way and Denial of Access Line, a distance of 358.37 feet to a TxDOT Type II brass cap monument found for the beginning of a curve to the right, for a corner of the herein described parcel, located 657.57 feet right of proposed Spur 320 Baseline Station 663+83.38;

15. **THENCE,** continuing with said proposed right-of-way and Denial of Access Line, said curve to the right having a radius of 1,572.00 feet, an arc length of 297.14 feet, a central angle of 10 degrees 49 minutes 48 seconds, and a chord which bears North 75º09'10" East, a distance of 296.69 feet to a 5/8-inch iron rod with TxDOT aluminum cap found of-way, for a corner of the herein described parcel and end of said Denial of Access Line, on the westerly line of said EPNG Pipeline Company Tract, located 401.09 feet right of proposed Spur 320 Baseline Station 665+26.47;

16. **THENCE,** South 47º53'32" East, with the southwesterly boundary of said EPNG Pipeline Company right-of-way, a distance of 493.26 feet to a 5/8-inch iron rod with TxDOT aluminum cap found on the westerly line of an El Paso Electric Company (EPEC) right-of-way as recorded in Volume 1226, Page 0532, O.P.R.R.P.E.P.C., Dec. 17 1981, for the most easterly corner of the herein described parcel, located 388.66 feet right of proposed Spur 320 Baseline Station 670+04.50;

17. **THENCE,** South 02º07'40" West, along the common line of said City of El Paso and EPEC right-of-way a distance of 9.63 feet to a 5/8-inch iron rod with TxDOT aluminum cap set on the proposed right-of-way and beginning of a curve to the left and Denial of Access Line of said right-of-way, located 396.00 feet right of proposed Spur 320 Baseline Station 670+10.54;

18. **THENCE,** with said proposed Spur 320 right-of-way and Denial of Access Line, said curve to the left having a radius of 868.00 feet, an arc length of 129.87 feet, a central angle of 08 degrees 34 minutes 21 seconds, and a chord which bears North 89º36'44" West, a distance of 129.75 feet to a TxDOT Type II brass cap monument found for a corner of the herein described parcel, located 483.24 feet right of proposed Spur 320 Baseline Station 669+17.77;

19. **THENCE,** South 87º25'00" West, continuing with said proposed right-of-way and Denial of Access Line, a distance of 521.95 feet to a TxDOT Type II brass cap monument found, for a corner of the herein described parcel, located 860.14 feet right of proposed Spur 320 Baseline Station 665+75.05;

20. **THENCE,** South 86º54'02" West, continuing with said proposed right-of-way and Denial of Access Line, a distance of 598.99 feet to a TxDOT Type II brass cap monument found for the beginning of a curve to the right, for a corner of the herein described parcel, located 1,307.86 feet right of proposed Spur 320 Baseline Station 662+08.82;

21. **THENCE,** continuing with said proposed right-of-way and Denial of Access Line, said curve to the right having a radius of 1,052.38 feet, an arc length of 606.21 feet, a central angle of 33 degrees 00 minutes 16 seconds, and a chord which bears North 79º02'49" West, a distance of 597.86 feet to a TxDOT Type II brass cap monument found for the beginning of a curve to the left, for a corner of the herein described parcel, located 1,660.49 feet right of proposed Spur 320 Baseline Station 657+77.21;

22. **THENCE,** continuing with said proposed right-of-way and Denial of Access Line, said curve to the left having a radius of 480.00 feet, an arc length of 493.86 feet, a central angle of 58 degrees 57 minutes 02 seconds, and a chord which bears South 59º45'20" West, a distance of 472.37 feet to a TxDOT Type II brass cap monument found for a corner of the herein described parcel, located 2,123.40 feet right of proposed Spur 320 Baseline Station 656+95.50;

23. **THENCE** South 10º01'09" West, continuing with said proposed right-of-way and Denial of Access Line, a distance of 134.97 feet to the **POINT OF BEGINNING** and end of said Denial of Access Line, containing 768,206 square feet or 17.6356 acres of land.

Part 3:

Being 1,767,537 square feet or 40.5771 acres of land, situated in said E.V. Newman Survey, Section 2 Block 81, Township 1 and Section 1, said Block 81, Township 1, Texas and Pacific Railroad Company Surveys.

COMMENCING, at a 2-1/2-inch diameter bronze disk stamped "E.P.E.C R.O.W" found on the common boundary of said Sections 2 and 11, Block 81, said Township 1, on the east boundary line of a tract of land and right-of-way conveyed to El Paso Electric Company (E.P.E.C.) by deed recorded in Volume 1338, Page 471, E.P.C.D.R.;

THENCE, North 02º07'40" East, with the east boundary of said E.P.E.C. right-of-way, a distance of 2,800.98 feet to a 5/8-inch iron rod with TxDOT aluminum cap found on the southerly right-of-way of the proposed Spur 320 and end of a curve to the left for the most westerly corner and **POINT OF BEGINNING** of the herein described parcel and end of a Denial of Access Line, having coordinates of N=10,743,411.32 and E=406,091.66, located 218.01 feet right of proposed Spur 320 Baseline Station 675+30.07;

1. **THENCE,** North 02º07'40" East, with the east boundary of said E.P.E.C. right-of-way, a distance of 511.95 feet to a 5/8-inch iron rod with TxDOT aluminum cap found on the northeasterly right-of-way line of the proposed Spur 320 and beginning of a Denial of Access line for the most northerly corner of the herein described parcel, located 175.00 feet left of proposed Spur 320 Baseline Station 672+01.98;

2. **THENCE,** South 48º01'02" East, with the proposed right-of-way line of said proposed Spur 320 and Denial of Access line, a distance of 3,000.31 feet to a TxDOT Type II brass cap monument found for a corner of the herein described parcel, located 175.00 feet left of proposed Spur 320 Baseline Station 702+02.30;

3. **THENCE,** North 41º52'03" East, with said proposed right-of-way and Denial of Access line, a distance of 321.87 feet to a TxDOT Type II brass cap monument found for a corner of the herein described parcel, located 496.87 feet left of proposed Spur 320 Baseline Station 702+01.65;

4. **THENCE,** South 48º07'57" East, continuing with said proposed right-of-way and Denial of Access line, a distance of 311.00 feet to a TxDOT Type II brass cap monument found for a corner of the herein described parcel, located 497.50 feet left of proposed Spur 320 Baseline Station 705+12.65.

5. **THENCE,** South 41º52'03" West, continuing with said proposed right-of-way and Denial of Access line, a distance of 322.50 feet to a TxDOT Type II brass cap monument found for a corner of the herein described parcel, located 175.00 feet left of proposed Spur 320 Baseline Station 705+13.30;

6. **THENCE,** South 48º01'02" East, continuing with said proposed right-of-way and Denial of Access line, a distance of 1,025.33 feet to a TxDOT Type II brass cap monument found and beginning of a curve to the left, for a corner of the herein described parcel, located 175.00 feet left of proposed Spur 320 Baseline Station 715+38.63;

7. **THENCE,** with said proposed right-of-way, said curve to the left and Denial of Access Line, having a radius of 12,325.00 feet, an arc length of 592.80 feet, a central angle of 02 degrees 45 minutes 21 seconds, and a chord which bears South 49º23'42" East, a distance of 592.75 feet to a TxDOT Type II brass cap monument found on the north right-of-way line of F.M. 2529 a 150.00 feet wide right-of-way as described by deed recorded in Volume 1528, Page 374, E.P.C.D.R. for the most easterly corner and end of said Denial of Access Line of the herein described parcel, located 175.00 feet left of proposed Spur 320 Baseline Station 721+39.85;

8. **THENCE,** North 87º01'07" West, with the north right-of-way of said F.M. 2529, a distance of 577.49 feet to a 5/8-inch iron rod with TxDOT aluminum cap found on the southwesterly right-of-way of the proposed Spur 320 right-of-way, Denial of Access Line and curve to the right, for a southerly corner of the herein described parcel, located 175.00 feet right of proposed Spur 320 Baseline Station 716+80.43;

9. **THENCE,** with said proposed right-of-way and Denial of Access Line, said curve to the right, having a radius of 12,674.99 feet, an arc length of 143.79 feet, a central angle of 00 degrees 39 minutes 00 seconds, and a chord which bears North 48º20'32" West, a distance of 143.79 feet to a TxDOT Type II brass cap monument found for a southwesterly corner of the herein described parcel, located 175.00 feet right of proposed Spur 320 Baseline Station 715+38.63;

10. **THENCE,** North 48º01'02" West, continuing with said proposed right-of-way and Denial of Access Line, a distance of 705.57 feet to a TxDOT Type II brass cap monument found for a corner of the herein described parcel, located 175.00 feet right of proposed Spur 320 Baseline Station 708+33.05;

11. **THENCE,** North 48º56'52" West, continuing with said proposed right-of-way and Denial of Access Line, a distance of 1,539.95 feet to a TxDOT Type II brass cap monument found for a corner of the herein described parcel, located 200.01 feet right of proposed Spur 320 Baseline Station 692+93.30;

12. **THENCE,** North 46º58'43" West, continuing with said proposed right-of-way and Denial of Access Line, a distance of 739.16 feet to a TxDOT Type II brass cap monument found for the beginning of a curve to the right, for a corner of the herein described parcel, located 186.62 feet right of proposed Spur 320 Baseline Station 685+54.27;

13. **THENCE,** continuing with said proposed right-of-way and Denial of Access Line, said curve to the right, having a radius of 4,082.00 feet, an arc length of 460.94 feet, a central angle of 06 degrees 28 minutes 11 seconds, and a chord which bears North 51º55'21" West, a distance of 460.69 feet to a TxDOT Type II brass cap monument found for a corner of the herein described parcel, located 217.99 feet right of proposed Spur 320 Baseline Station 680+94.65;

14. **THENCE,** North 48º01'04" West, continuing with said proposed right-of-way and Denial of Access Line, a distance of 561.08 feet to a TxDOT Type II brass cap monument found for the beginning of a curve to the left, for a corner of the herein described parcel, located 218.00 feet right of proposed Spur 320 Baseline Station 675+33.57;

15. **THENCE,** continuing with said proposed right-of-way and Denial of Access Line, said curve to the left, having a radius of 868.00 feet, an arc length of 3.50 feet, a central angle of 00 degrees 13 minutes 52 seconds, and a chord which bears North 48º07'58" West, a distance of 3.50 feet to the **POINT OF BEGINNING** and containing 1,767,537 square feet or 40.5771 acres of land within Part 3 and containing a combined 80.0133 acres (3,485,375 square feet) of land within Parts 1, 2 & 3.

Note: Survey Plat to accompany this legal description.

Note: Access is prohibited across the "Denial of Access Line" to the highway facility from the remainder of the abutting property.

Bearings and coordinates are based upon the Texas Coordinate System of 1983, Central Zone (4203), NAD 83(2011) and are referenced to the TxDot RTN, Mount point NAD83_(2010)-West_VRS_RTCM. All distances and coordinates shown are surface values and may be converted to state plane values by dividing by the surface adjustment factor of 1.000231. The Unit of Measure is the U.S. Survey Foot.

I, Scott M. Fertak, a Registered Professional Land Surveyor, do hereby certify that this property description is a true and correct representation of a survey made on the ground, under my direction and supervision.



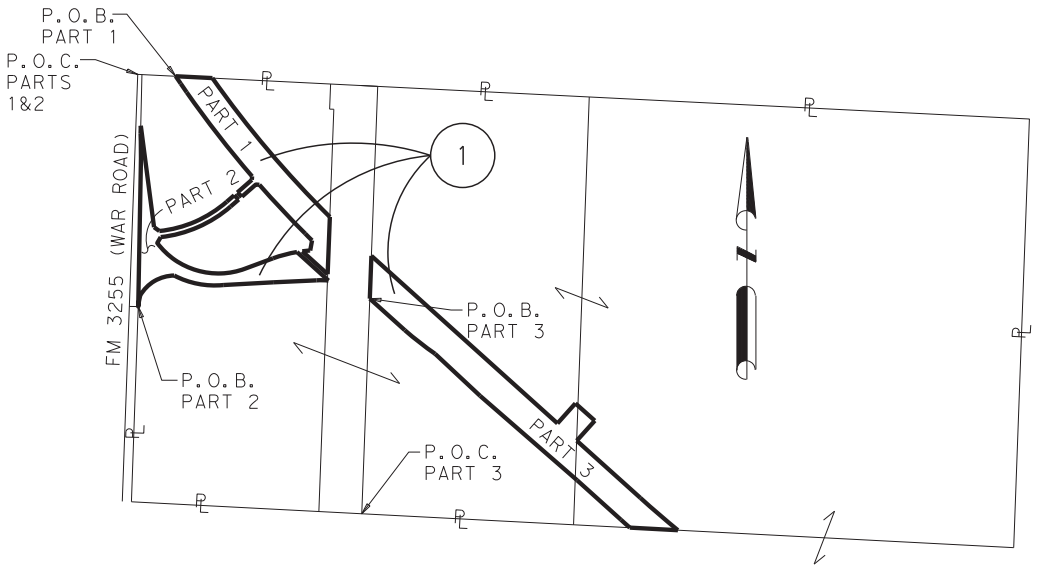
14 July 2022

Scott M. Fertak
Registered Professional Land Surveyor
No. 5257

LEGEND

E.P.C.P.R. - EL PASO COUNTY PLAT RECORDS
E.P.C.D.R. - EL PASO COUNTY DEED RECORDS
O.P.R.R.P.E.C. - OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF EL PASO COUNTY
OVERHEAD UTILITIES — OU —
EXIST. ROW LINE
PROPERTY LINE — PL —
DENIAL OF ACCESS LINE — III —
SURVEY LINE
FENCE — x — x —
CITY LIMITS
U.E. - UTILITY EASEMENT
A.E. - AERIAL EASEMENT
B.L. - BUILDING LINE
I.R. - IRON ROD
I.P. - IRON PIPE
■ SET TXDOT TYPE II MON. (UNLESS OTHERWISE NOTED)
□ FOUND TXDOT TYPE II MON.
● SET 5/8" I.R. W/TXDOT ALUM. CAP
○ FND 5/8" I.R. W/TXDOT ALUM. CAP (UNLESS OTHERWISE NOTED)

AREA TABLE (ACRES)			
PARTS	EXISTING AC.	TAKING AC./S.F.	REMAINDER AC. LEFT
1		21.8006 949,632	
2		17.6356 768,206	
3		40.5771 1,767,537	



PARENT TRACT INSET FOR PARCEL NO. 1 PARTS 1-3

N.T.S.

NOTES:

1) ALL BEARINGS AND COORDINATES ARE SURFACE AND IN U.S. SURVEY FEET BASED UPON THE TEXAS COORDINATE SYSTEM OF 1983 (NAD 83) STATE PLANE COORDINATES)(2011) CENTRAL ZONE (4203) WITH A SURFACE ADJUSTMENT FACTOR OF 1.00023100 (GRID X 1.00023100 = SURFACE COORDINATES) BASED UPON UTILIZING THE TxDOT EL PASO DISTRICT VIRTUAL REFERENCE NETWORK AUGUST, 2020.

2) FIELD SURVEYS PERFORMED DURING AUGUST, 2021.

3) RESEARCH FOR THIS PROJECT WAS PERFORMED AUGUST 2020.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY SUPERVISION AND THAT THIS PLAT CORRECTLY REPRESENTS THE FACTS AS FOUND AT THE TIME OF THE SURVEY.

14 July 2022

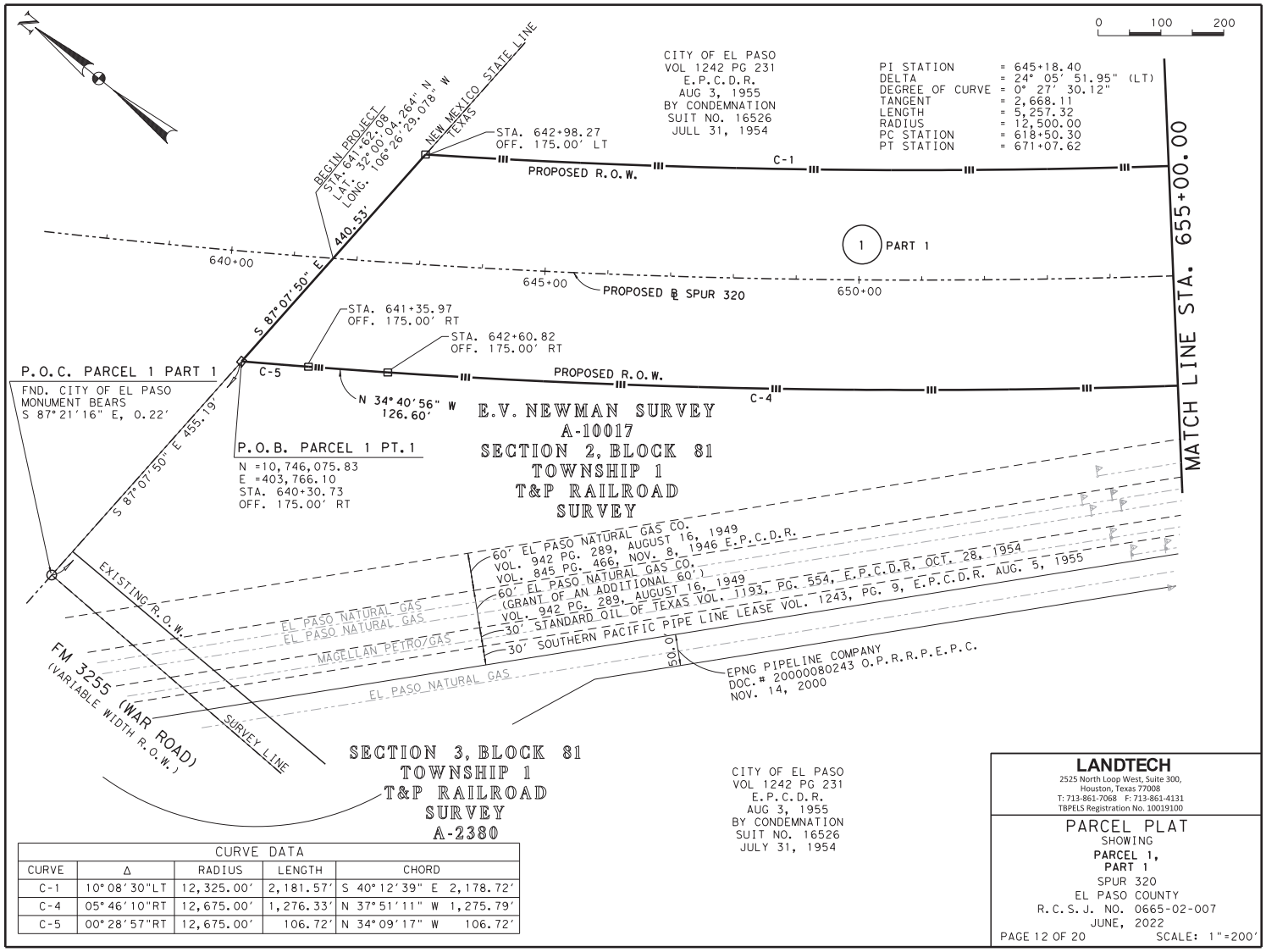
SCOTT M. FERTAK
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5257

STATE OF TEXAS
REGISTERED
SCOTT M. FERTAK
5257
PROFESSIONAL
LAND SURVEYOR

LANDTECH
2525 North Loop West, Suite 300,
Houston, Texas 77008
T: 713-861-7068 F: 713-861-4131
TBPELS Registration No. 10019100

PARCEL PLAT
SHOWING
PARCEL 1
SPUR 320
EL PASO COUNTY
R.C.S.J. NO. 0665-02-007
JUNE, 2022
PAGE 11 OF 20 SCALE: N.T.S.

Exhibit A

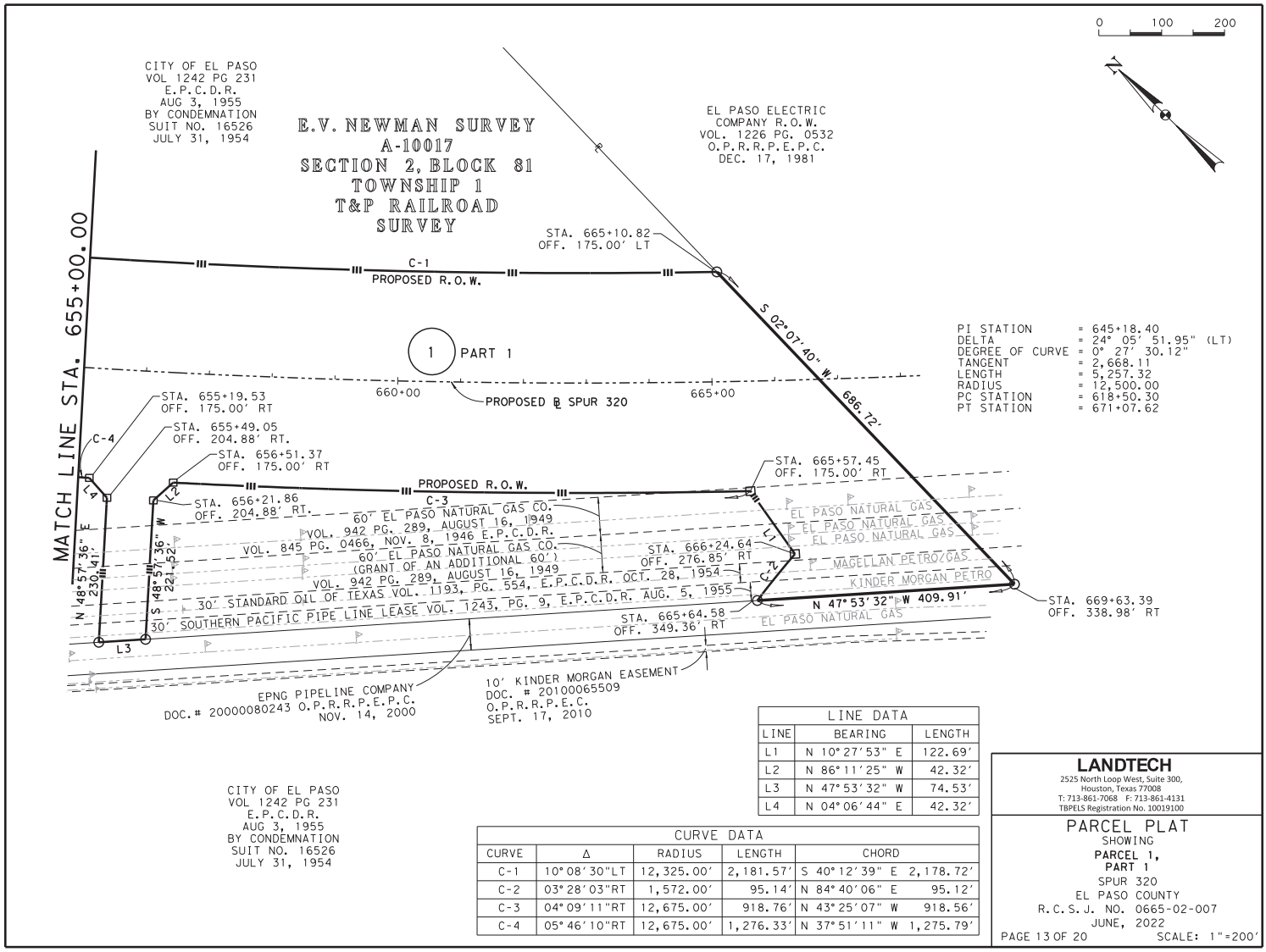


CURVE DATA				
CURVE	Δ	RADIUS	LENGTH	CHORD
C-1	10°08'30"LT	12,325.00'	2,181.57'	S 40°12'39" E 2,178.72'
C-4	05°46'10"RT	12,675.00'	1,276.33'	N 37°51'11" W 1,275.79'
C-5	00°28'57"RT	12,675.00'	106.72'	N 34°09'17" W 106.72'

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2525 North Loop West, Suite 300,
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PARCEL PLAT
SHOWING
PARCEL 1, PART 1
SPUR 320
EL PASO COUNTY
R.C.S.J. NO. 0665-02-007
JUNE, 2022
PAGE 12 OF 20 SCALE: 1"=200'

Exhibit A



LINE DATA		
LINE	BEARING	LENGTH
L1	N 10°27'53" E	122.69'
L2	N 86°11'25" W	42.32'
L3	N 47°53'32" W	74.53'
L4	N 04°06'44" E	42.32'

CURVE DATA				
CURVE	Δ	RADIUS	LENGTH	CHORD
C-1	10°08'30"LT	12,325.00'	2,181.57'	S 40°12'39" E 2,178.72'
C-2	03°28'03"RT	1,572.00'	95.14'	N 84°40'06" E 95.12'
C-3	04°09'11"RT	12,675.00'	918.76'	N 43°25'07" W 918.56'
C-4	05°46'10"RT	12,675.00'	1,276.33'	N 37°51'11" W 1,275.79'

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PARCEL PLAT
SHOWING
PARCEL 1, PART 1
SPUR 320
EL PASO COUNTY
R.C.S.J. NO. 0665-02-007
JUNE, 2022
PAGE 13 OF 20 SCALE: 1"=200'

Exhibit A

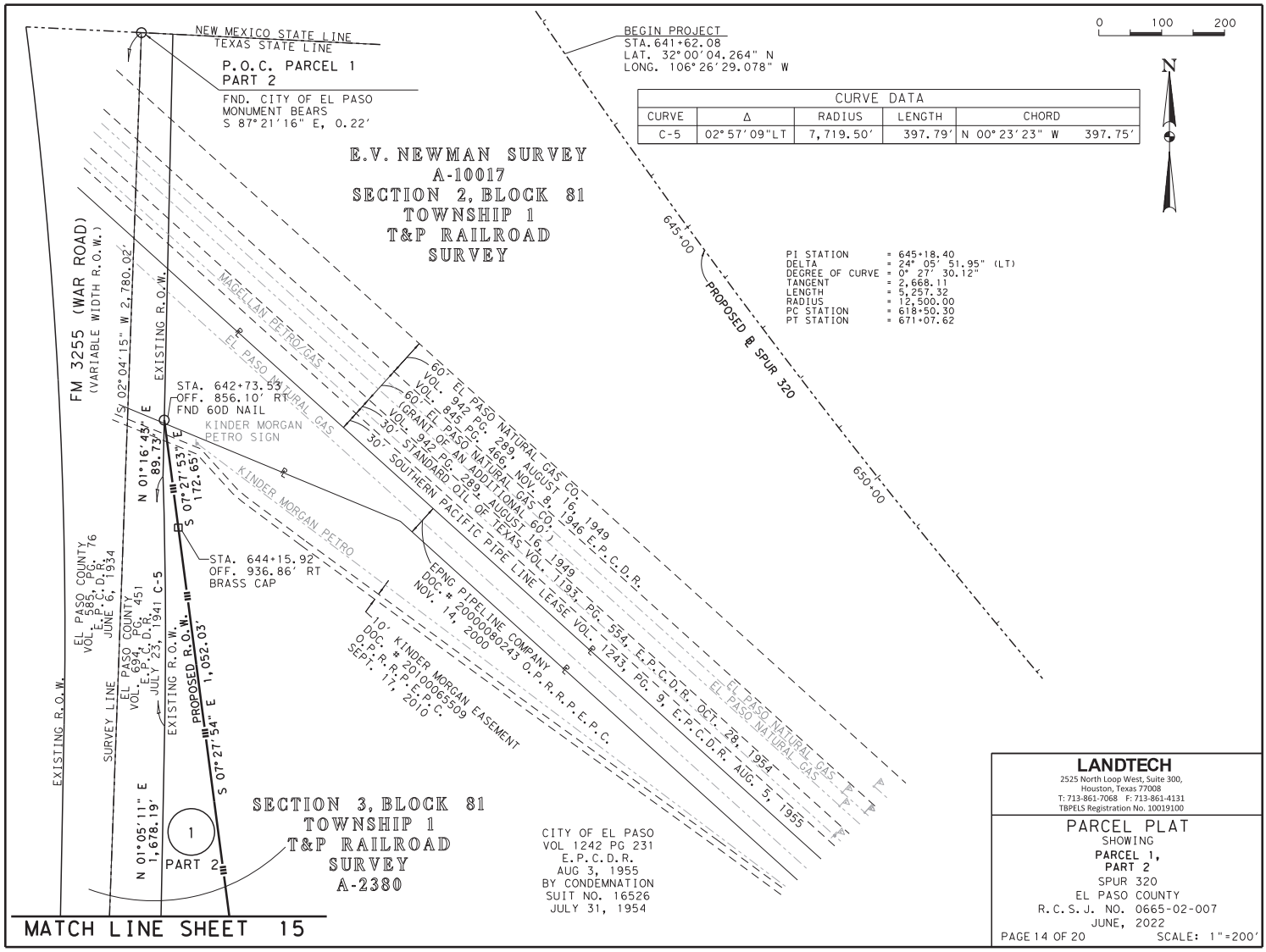
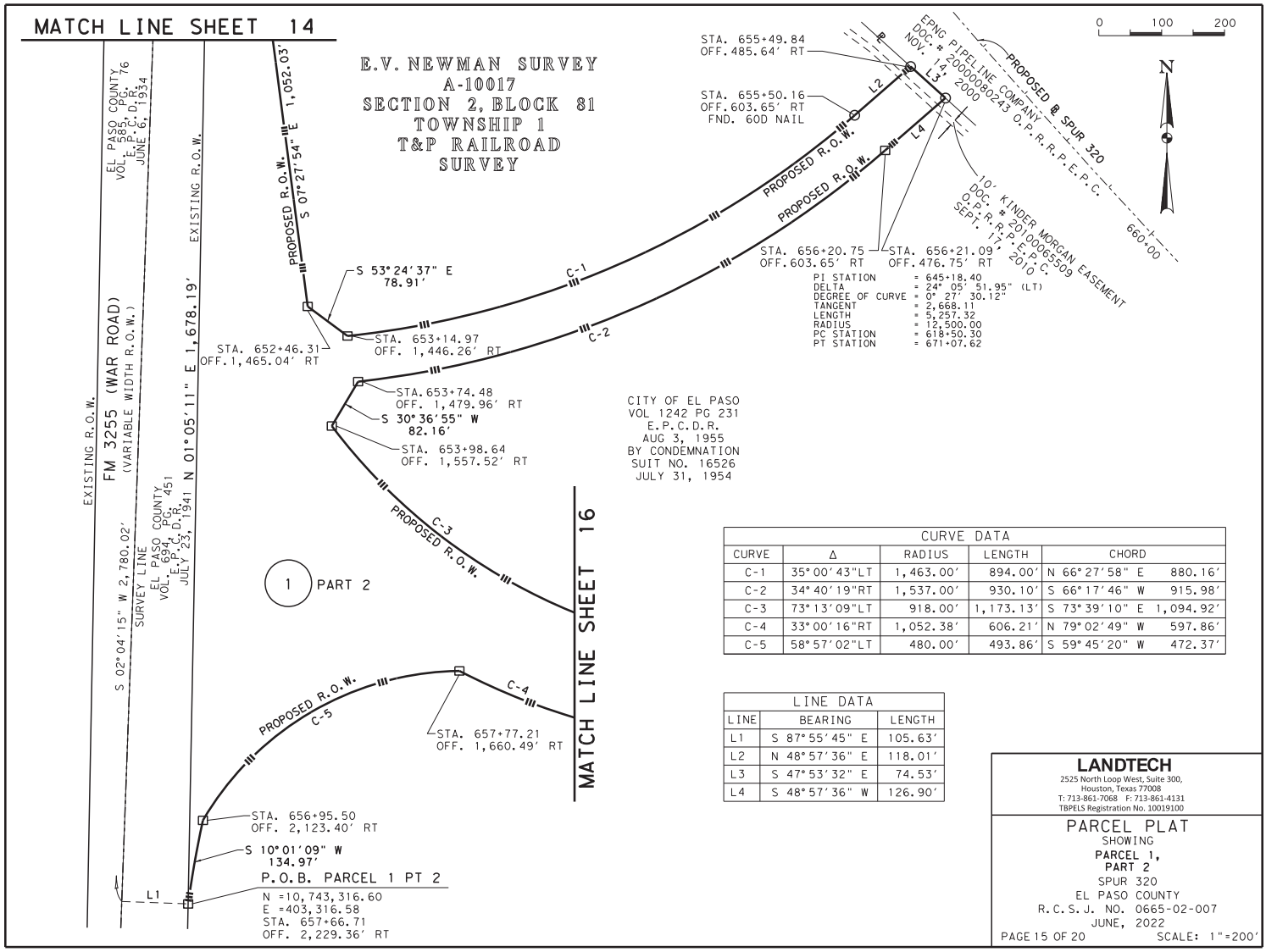

NEW MEXICO STATE LINE
TEXAS STATE LINE
P.O.C. PARCEL 1
PART 2
FND. CITY OF EL PASO
MONUMENT BEARS
S 87°21'16" E, 0.22'
BEGIN PROJECT
STA. 641+62.08
LAT. 32°00'04.264" N
LONG. 106°26'29.078" W
0
100
200
N
CURVE DATA
CURVE | Δ | RADIUS | LENGTH | CHORD
C-5 | 02°57'09"LT | 7,719.50' | 397.79' | N 00°23'23" W 397.75'
E.V. NEWMAN SURVEY
A-10017
SECTION 2, BLOCK 81
TOWNSHIP 1
T&P RAILROAD
SURVEY
PI STATION = 645+18.40
DELTA = 24° 05' 51.95" (LT)
DEGREE OF CURVE = 0° 27' 30.12"
TANGENT = 2,668.11
LENGTH = 5,257.32
RADIUS = 12,500.00
PC STATION = 618+50.30
PT STATION = 671+07.62
645+00
650+00
PROPOSED R SPUR 320
FM 3255 (WAR ROAD)
(VARIABLE WIDTH R.O.W.)
S 02°04'15" W 2,780.02'
EXISTING R.O.W.
MAGELLAN PETRO/GAS
EL PASO NATURAL GAS
STA. 642+73.53
OFF. 856.10' RT
FND 60D NAIL
KINDER MORGAN
PETRO SIGN
N 01°16'43" E
89.73'
S 07°27'53" E
172.65'
KINDER MORGAN PETRO
STA. 644+15.92
OFF. 936.86' RT
BRASS CAP
60' EL PASO NATURAL GAS CO. VOL. 942 PG. 289, AUGUST 16, 1949 E.P.C.D.R.
60' EL PASO NATURAL GAS CO. VOL. 845 PG. 466, NOV. 8, 1946 E.P.C.D.R.
(GRANT OF AN ADDITIONAL 60')
VOL. 942 PG. 289, AUGUST 16, 1949
30' STANDARD OIL OF TEXAS, VOL. 1193, PG. 554, E.P.C.D.R. OCT. 28, 1954
30' SOUTHERN PACIFIC PIPE LINE LEASE VOL. 1243, PG. 9, E.P.C.D.R. AUG. 5, 1955
EPNG PIPELINE COMPANY
DOC.# 20000080243 O.P.R.R.P.E.P.C.
NOV. 14, 2000
10' KINDER MORGAN EASEMENT
DOC.# 20100065509
O.P.R.R.P.E.P.C.
SEPT. 17, 2010
EL PASO NATURAL GAS
EL PASO NATURAL GAS
EL PASO COUNTY
VOL. 585, PG. 76
E.P.C.D.R.
JUNE 6, 1934
EL PASO COUNTY
VOL. 694, PG. 451
E.P.C.D.R.
JULY 23, 1941 C-5
SURVEY LINE
EXISTING R.O.W.
PROPOSED R.O.W.
S 07°27'54" E 1,052.03'
N 01°05'11" E
1,678.19'
EXISTING R.O.W.
1
PART 2
SECTION 3, BLOCK 81
TOWNSHIP 1
T&P RAILROAD
SURVEY
A-2380
CITY OF EL PASO
VOL 1242 PG 231
E.P.C.D.R.
AUG 3, 1955
BY CONDEMNATION
SUIT NO. 16526
JULY 31, 1954
MATCH LINE SHEET 15
LANDTECH
2525 North Loop West, Suite 300,
Houston, Texas 77008
T: 713-861-7068 F: 713-861-4131
TBPELS Registration No. 10019100
PARCEL PLAT
SHOWING
PARCEL 1,
PART 2
SPUR 320
EL PASO COUNTY
R.C.S.J. NO. 0665-02-007
JUNE, 2022
PAGE 14 OF 20
SCALE: 1"=200'

Exhibit A



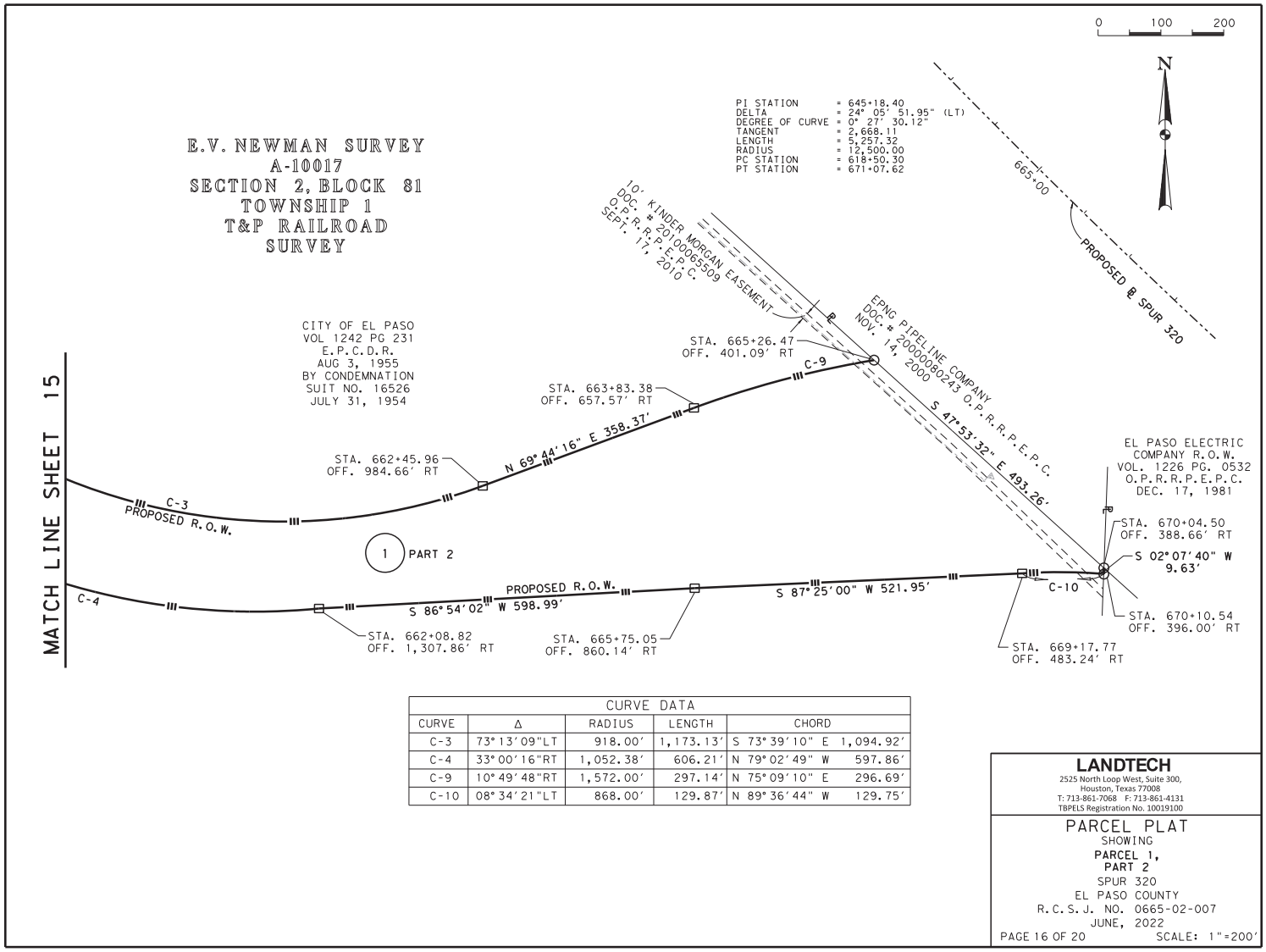
CURVE DATA					
CURVE	Δ	RADIUS	LENGTH	CHORD	
C-1	35°00'43"LT	1,463.00'	894.00'	N 66°27'58" E	880.16'
C-2	34°40'19"RT	1,537.00'	930.10'	S 66°17'46" W	915.98'
C-3	73°13'09"LT	918.00'	1,173.13'	S 73°39'10" E	1,094.92'
C-4	33°00'16"RT	1,052.38'	606.21'	N 79°02'49" W	597.86'
C-5	58°57'02"LT	480.00'	493.86'	S 59°45'20" W	472.37'

LINE DATA		
LINE	BEARING	LENGTH
L1	S 87°55'45" E	105.63'
L2	N 48°57'36" E	118.01'
L3	S 47°53'32" E	74.53'
L4	S 48°57'36" W	126.90'

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PARCEL PLAT
SHOWING
PARCEL 1, PART 2
SPUR 320
EL PASO COUNTY
R.C.S.J. NO. 0665-02-007
JUNE, 2022
PAGE 15 OF 20 SCALE: 1"=200'

Exhibit A

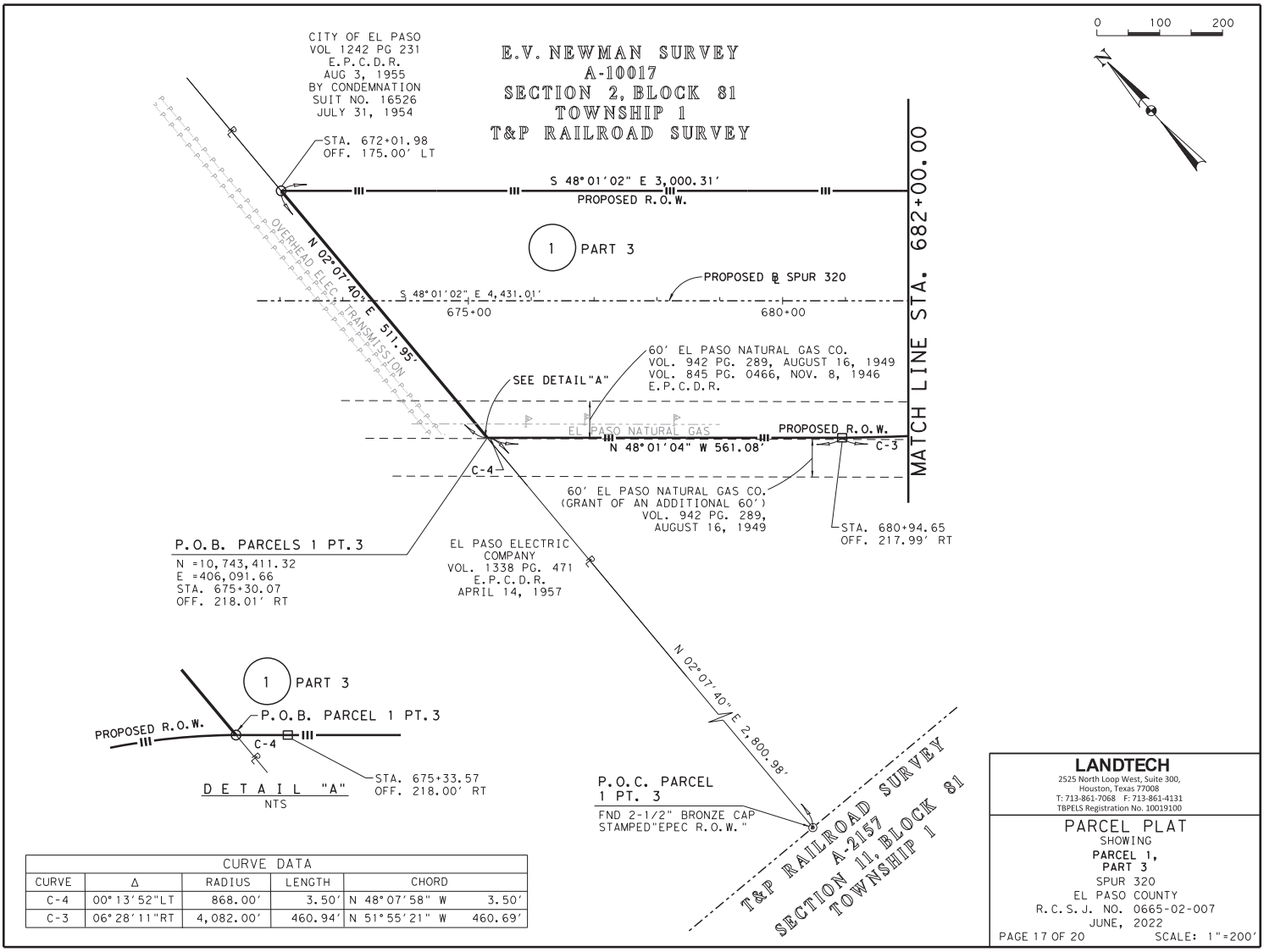


CURVE DATA				
CURVE	Δ	RADIUS	LENGTH	CHORD
C-3	73° 13' 09"LT	918.00'	1,173.13'	S 73° 39' 10" E 1,094.92'
C-4	33° 00' 16"RT	1,052.38'	606.21'	N 79° 02' 49" W 597.86'
C-9	10° 49' 48"RT	1,572.00'	297.14'	N 75° 09' 10" E 296.69'
C-10	08° 34' 21"LT	868.00'	129.87'	N 89° 36' 44" W 129.75'

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PARCEL PLAT
SHOWING
PARCEL 1, PART 2
SPUR 320
EL PASO COUNTY
R.C.S.J. NO. 0665-02-007
JUNE, 2022
PAGE 16 OF 20 SCALE: 1"=200'

Exhibit A

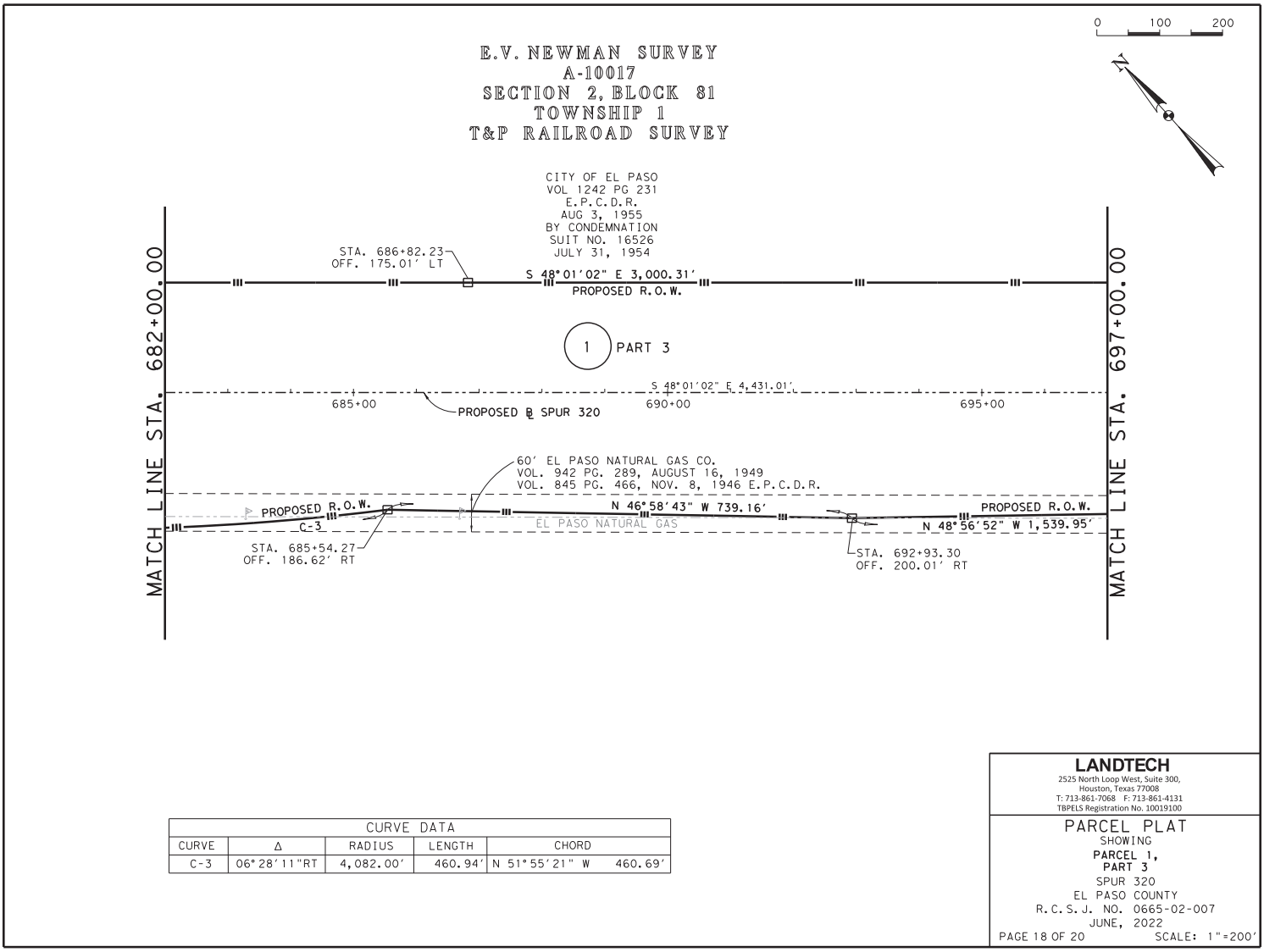


CURVE DATA					
CURVE	Δ	RADIUS	LENGTH	CHORD	
C-4	00°13'52"LT	868.00'	3.50'	N 48°07'58" W	3.50'
C-3	06°28'11"RT	4,082.00'	460.94'	N 51°55'21" W	460.69'

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PARCEL PLAT
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PARCEL 1, PART 3
SPUR 320
EL PASO COUNTY
R.C.S.J. NO. 0665-02-007
JUNE, 2022
PAGE 17 OF 20 SCALE: 1"=200'

Exhibit A

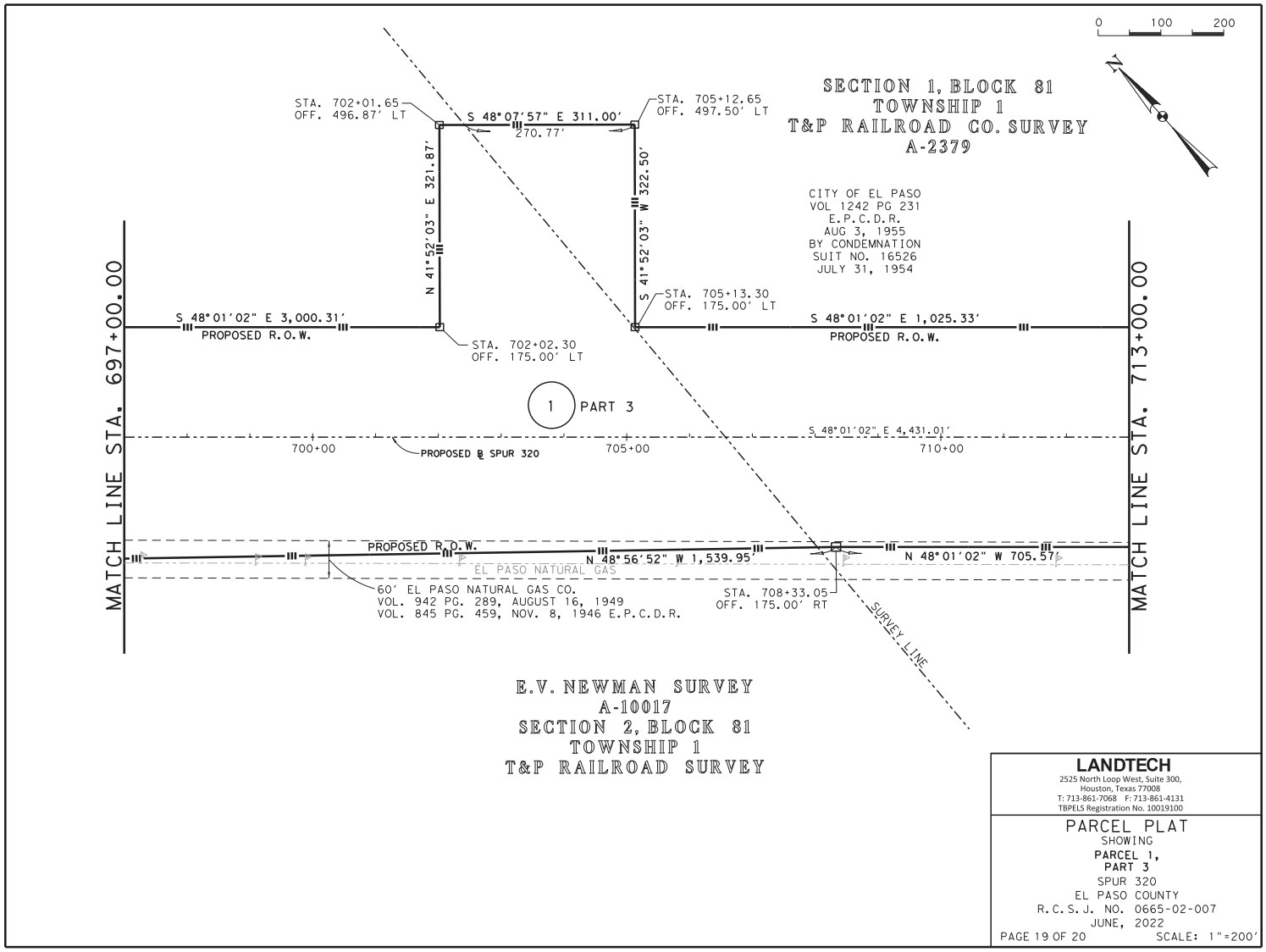


CURVE DATA				
CURVE	Δ	RADIUS	LENGTH	CHORD
C-3	06°28'11"RT	4,082.00'	460.94'	N 51°55'21" W 460.69'

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PARCEL PLAT
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PARCEL 1, PART 3
SPUR 320
EL PASO COUNTY
R.C.S.J. NO. 0665-02-007
JUNE, 2022
PAGE 18 OF 20 SCALE: 1"=200'

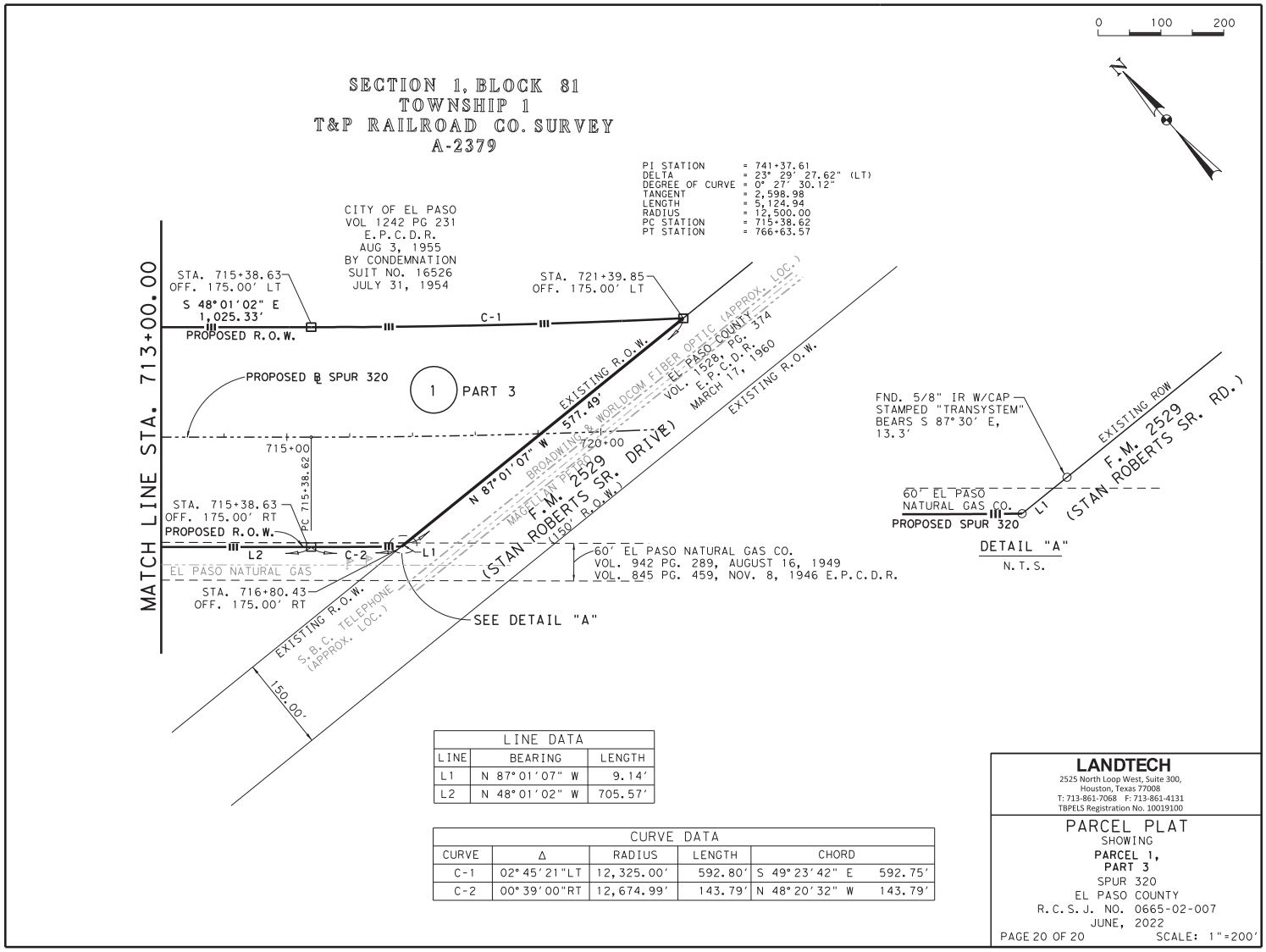
Exhibit A



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PARCEL PLAT
SHOWING
PARCEL 1, PART 3
SPUR 320
EL PASO COUNTY
R.C.S.J. NO. 0665-02-007
JUNE, 2022
PAGE 19 OF 20 SCALE: 1"=200'

Exhibit A



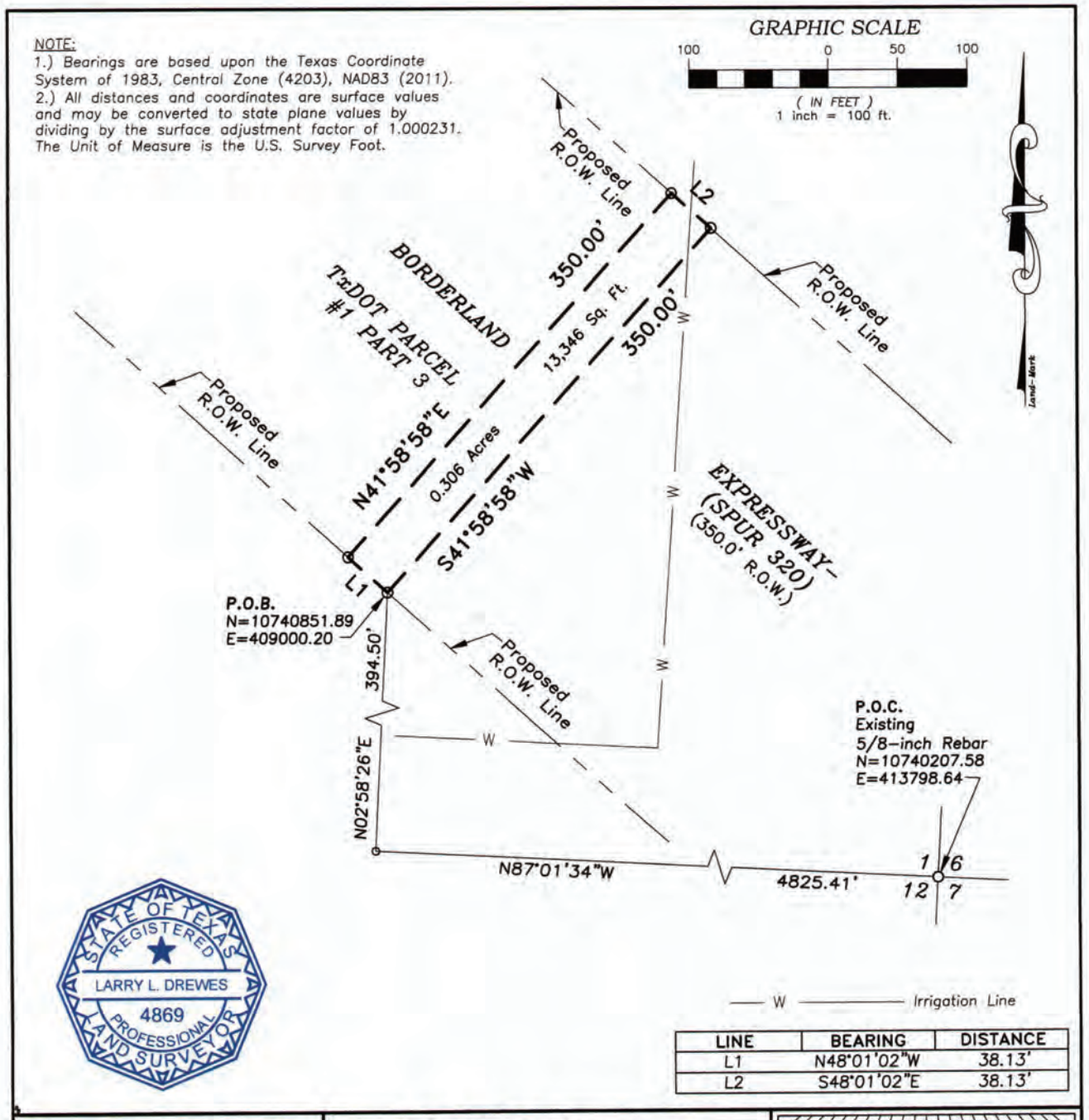
LINE DATA		
LINE	BEARING	LENGTH
L1	N 87°01'07" W	9.14'
L2	N 48°01'02" W	705.57'

CURVE DATA				
CURVE	Δ	RADIUS	LENGTH	CHORD
C-1	02°45'21"LT	12,325.00'	592.80'	S 49°23'42" E 592.75'
C-2	00°39'00"RT	12,674.99'	143.79'	N 48°20'32" W 143.79'

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PARCEL PLAT
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PARCEL 1, PART 3
SPUR 320
EL PASO COUNTY
R.C.S.J. NO. 0665-02-007
JUNE, 2022
PAGE 20 OF 20 SCALE: 1"=200'

SAVE AND EXCEPT from the preceding Property Description of Parcel 1 (P00066025), a reservation of easements for water and wastewater purposes as set forth hereinafter as Easement F, Easement G, and Easement H.



LINE	BEARING	DISTANCE
L1	N48°01'02"W	38.13'
L2	S48°01'02"E	38.13'

I hereby certify that the foregoing easement survey was made by me or under my supervision.

Larry L. Drewes, R.P.L.S.
Texas 4869 N.M. 11402

Plat of Survey

EASEMENT F

A PORTION OF SECTION 1, BLOCK 81, TOWNSHIP 1, TEXAS AND PACIFIC RAILROAD COMPANY SURVEYS, EL PASO COUNTY, TEXAS

Land-Mark Professional Surveying, Inc.
1420 Bessemer Drive, Suite 'A'
El Paso, Texas 79936
(915) 598-1300
Texas Licensed Surveying Firm
Registration Number 10125900
email: Larry@Land-marksurvey.com
"Serving Texas, New Mexico and Arizona"

Job No. 24-02-33619-F | Scale: 1" = 100' | Date: December 12, 2024

Land-Mark Professional Surveying, Inc.

"Serving Texas, New Mexico & Arizona"

METES AND BOUNDS DESCRIPTION

EASEMENT "F"

A PORTION OF SECTION 1, BLOCK 81, TOWNSHIP 1, TEXAS AND PACIFIC RAILROAD COMPANY SURVEYS, EL PASO COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

COMMENCING, for reference, at an existing 5/8-inch rebar lying at the southeast corner of Section 1, Block 81, Township 1, Texas and Pacific Railroad Company Surveys; **THENCE**, North 87°01'34" West, with said southerly boundary line of said Section 1, a distance of 4825.41 feet to a point; **THENCE** North 02°58'26" East, departing said southerly boundary line, a distance of 394.50 feet to a point lying in the proposed southwesterly right-of-way line of Borderland Expressway (Spur 320), for the **POINT OF BEGINNING** of this parcel description; said corner has a coordinate value of N=10,740,851.89 feet and E=409000.20 feet;

THENCE, North 48°01'02" West, with said proposed southwesterly right-of-way line, a distance of 38.13 feet to a point, for a corner of this parcel;

THENCE, North 41°58'58" East, a distance of 350.00 feet to a point lying in the proposed northeasterly right-of-way line of Borderland Expressway (Spur 320), for a corner of this parcel;

THENCE, South 48°01'02" East, with said proposed northeasterly right-of-way line, a distance of 38.13 feet to a point, for a corner of this parcel;

THENCE, South 41°58'58" West, a distance of 350.00 feet to the **POINT OF BEGINNING**;

Said parcel contains 0.306 Acres (13,346 Square feet) more or less.

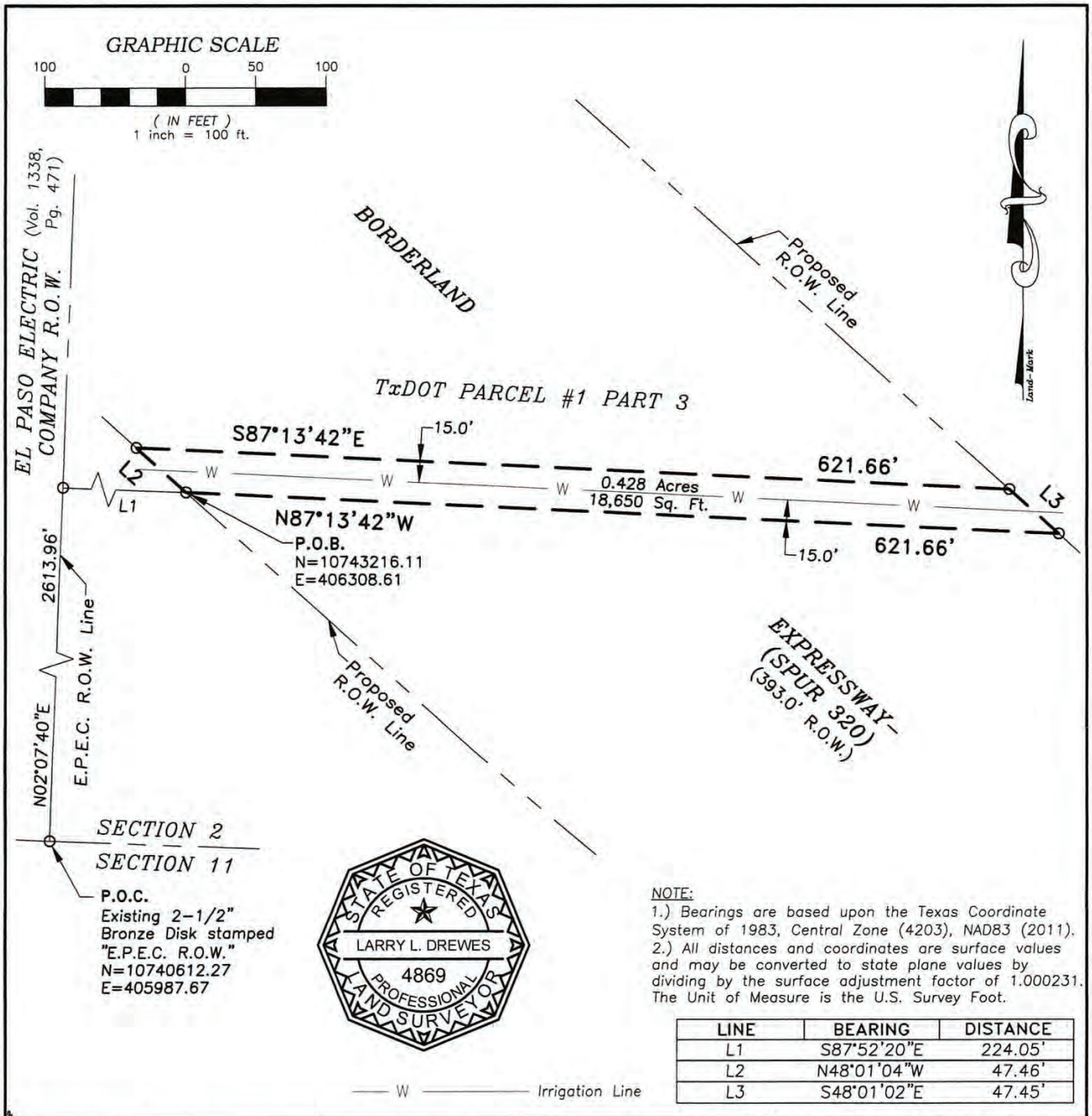
Notes:
1.) Bearings are based upon the Texas Coordinate System of 1983, Central Zone (4203), NAD83 (2011).
2.) All distances and coordinates are surface values and may be converted to state plane values by dividing by the surface adjustment factor of 1.000231. The Unit of Measure is the U.S. Survey Foot.

Larry L. Drewes, RPLS
Texas License No. 4869
Job Number 33619-F
December 12, 2024

STATE OF TEXAS
REGISTERED
LARRY L. DREWES
4869
PROFESSIONAL
LAND SURVEYOR

1420 Bessemer • El Paso, Texas 79936
Tel. (915) 598-1300 • Fax (915) 598-1221 • Email address: Larry@Land-Marksurvey.com

Exhibit A



NOTE:
1.) Bearings are based upon the Texas Coordinate System of 1983, Central Zone (4203), NAD83 (2011).
2.) All distances and coordinates are surface values and may be converted to state plane values by dividing by the surface adjustment factor of 1.000231. The Unit of Measure is the U.S. Survey Foot.

LINE	BEARING	DISTANCE
L1	S87°52'20"E	224.05'
L2	N48°01'04"W	47.46'
L3	S48°01'02"E	47.45'

I hereby certify that the foregoing easement survey was made by me or under my supervision.

Larry L. Drewes, R.P.L.S.
Texas 4869 N.M. 11402

Plat of Survey

EASEMENT G

A PORTION OF SECTION 2, BLOCK 81, TOWNSHIP 1, TEXAS AND PACIFIC RAILROAD COMPANY SURVEYS, EL PASO COUNTY, TEXAS

Land-Mark Professional Surveying, Inc.
1420 Bessemer Drive, Suite 'A'
El Paso, Texas 79936
(915) 598-1300
Texas Licensed Surveying Firm
Registration Number 10125900
email: Larry@Land-marksurvey.com
"Serving Texas, New Mexico and Arizona"

Job No. 24-02-33619-G | Scale: 1" = 100' | Date: July 8, 2024

Land-Mark Professional Surveying, Inc.

"Serving Texas, New Mexico & Arizona"

METES AND BOUNDS DESCRIPTION

EASEMENT "G"

A PORTION OF SECTION 2, BLOCK 81, TOWNSHIP 1, TEXAS AND PACIFIC RAILROAD COMPANY SURVEYS, EL PASO COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

COMMENCING, for reference, at an existing 2-1/2 inch Bronze Disk stamped "E.P.E.C. R.O.W." lying in the common section line of Sections 2 and 11, Block 81, Township 1 and lying in the easterly right-of-way line of El Paso Electric Company (E.P.E.C.), as recorded in Volume 1338, Page 471, Official Records of El Paso County, Texas; **THENCE**, North 02°07'40" East, with the easterly E.P.E.C right-of-way line, a distance of 2613.96 feet to a point; **THENCE** South 87°52'20" East, departing said easterly right-of-way line, a distance of 224.05 feet to a point lying in the proposed southwesterly right-of-way line of Borderland Expressway (Spur 320), for the **POINT OF BEGINNING** of this parcel description; said corner has a coordinate value of N=10,743,216.11 feet and E=406,308.61 feet;

THENCE, North 48°01'04" West, with said proposed southwesterly right-of-way line, a distance of 47.46 feet to a point, for a corner of this parcel;

THENCE, South 87°13'42" East, a distance of 621.66 feet to a point lying in the proposed northeasterly right-of-way line of Borderland Expressway (Spur 320), for a corner of this parcel;

THENCE, South 48°01'02" East, with said proposed northeasterly right-of-way line, a distance of 47.45 feet to a point, for a corner of this parcel;

THENCE, North 87°13'42" West, a distance of 621.66 feet to the **POINT OF BEGINNING**;

Said parcel contains 0.428 Acres (18,650 Square feet) more or less.

Notes:

1.) Bearings are based upon the Texas Coordinate System of 1983, Central Zone (4203), NAD83 (2011).

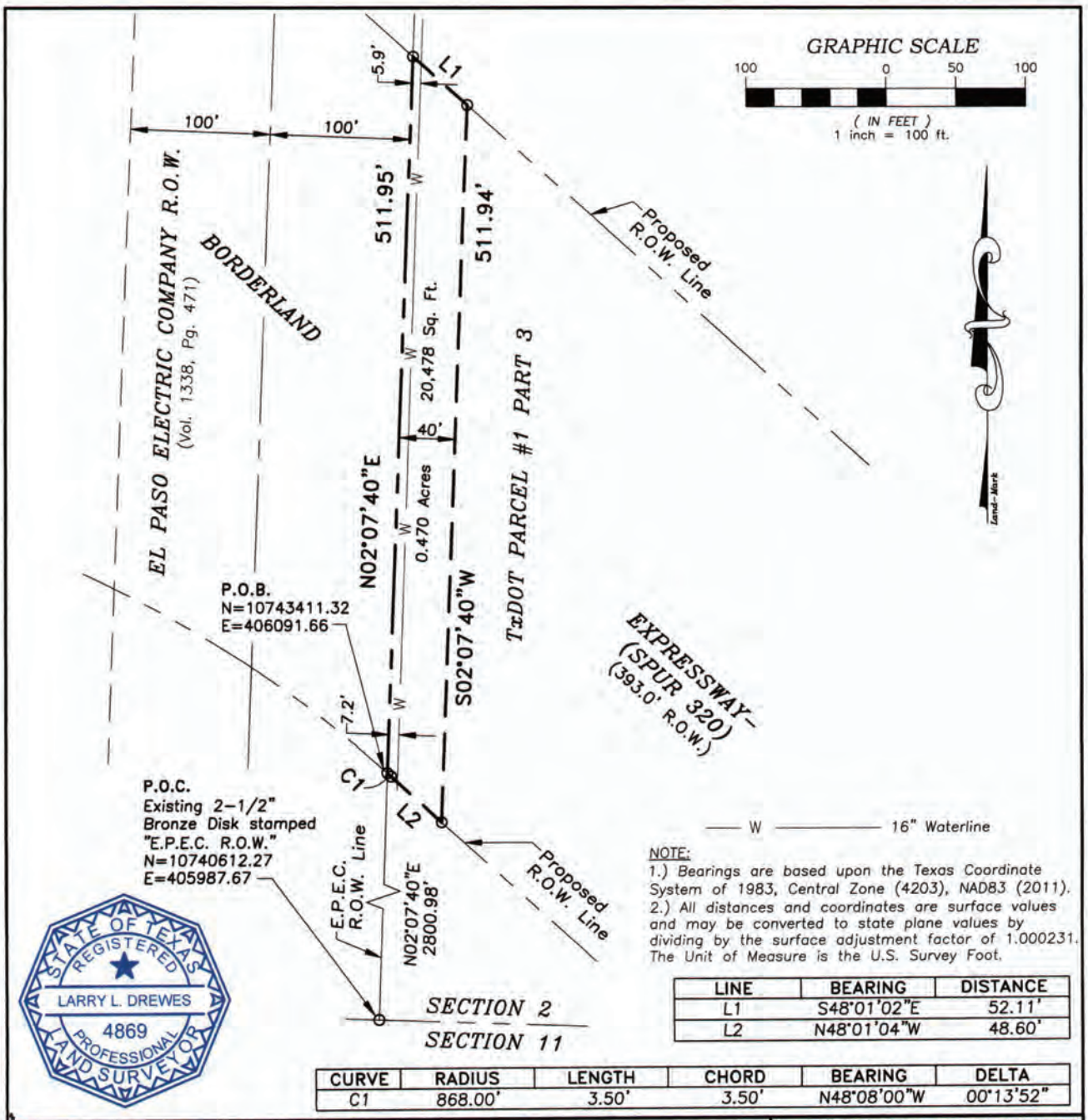
2.) All distances and coordinates are surface values and may be converted to state plane values by dividing by the surface adjustment factor of 1.000231. The Unit of Measure is the U.S. Survey Foot.

Larry L. Drewes, RPLS
Texas License No. 4869
Job Number 33619-G
July 8, 2024

STATE OF TEXAS
REGISTERED
LARRY L. DREWES
4869
PROFESSIONAL
LAND SURVEYOR

1420 Bessemer • El Paso, Texas 79936
Tel. (915) 598-1300 • Fax (915) 598-1221 • Email address: Larry@Land-Marksurvey.com

Exhibit A



NOTE:
1.) Bearings are based upon the Texas Coordinate System of 1983, Central Zone (4203), NAD83 (2011).
2.) All distances and coordinates are surface values and may be converted to state plane values by dividing by the surface adjustment factor of 1.000231. The Unit of Measure is the U.S. Survey Foot.

LINE	BEARING	DISTANCE
L1	S48°01'02"E	52.11'
L2	N48°01'04"W	48.60'

CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	868.00'	3.50'	3.50'	N48°08'00"W	00°13'52"

STATE OF TEXAS REGISTERED LARRY L. DREWES 4869 PROFESSIONAL LAND SURVEYOR

I hereby certify that the foregoing easement survey was made by me or under my supervision.

Larry L. Drewes, R.P.L.S.
Texas 4869 N.M. 11402

Plat of Survey

EASEMENT H

A PORTION OF SECTION 2, BLOCK 81, TOWNSHIP 1, TEXAS AND PACIFIC RAILROAD COMPANY SURVEYS, EL PASO COUNTY, TEXAS

Land-Mark Professional Surveying, Inc.
1420 Bessemer Drive, Suite 'A'
El Paso, Texas 79936
(915) 598-1300
Texas Licensed Surveying Firm
Registration Number 10125900
email: Larry@Land-marksurvey.com
"Serving Texas, New Mexico and Arizona"

Job No. 24-02-33619-H | Scale: 1" = 100' | Date: December 12, 2024

Land - Mark Professional Surveying Inc.

"Serving Texas, New Mexico and Arizona"

METES AND BOUNDS DESCRIPTION

EASEMENT "H"

A PORTION OF SECTION 2, BLOCK 81, TOWNSHIP 1, TEXAS AND PACIFIC RAILROAD COMPANY SURVEYS, EL PASO COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

COMMENCING, for reference, at an existing 2-1/2 inch Bronze Disk stamped "E.P.E.C. R.O.W." lying in the common section line of Sections 2 and 11, Block 81, Township 1, Texas and Pacific Railroad Company Surveys and lying in the easterly right-of-way line of El Paso Electric Company (E.P.E.C.), as recorded in Volume 1338, Page 471, Official Records of El Paso County, Texas; **THENCE**, North 02°07'40" East, with said easterly right-of-way line, a distance of 2800.98 feet to a point lying in the proposed southwesterly right-of-way line of Borderland Expressway (Spur 320) for the **POINT OF BEGINNING** of this parcel description; said corner has a coordinate value of N=10,743,411.32 feet and E=406,091.66 feet;

THENCE, North 02°07'40" East, with said easterly right-of-way line, a distance of 511.95 feet to a point lying in the proposed northeasterly right-of-way line of Borderland Expressway (Spur 320), for a corner of this parcel;

THENCE, South 48°01'02" East, with said proposed northeasterly right-of-way line, a distance of 52.11 feet to a point, for a corner of this parcel;

THENCE, South 02°07'40" West, a distance of 511.94 feet to a point lying in the proposed southwesterly right-of-way line of Borderland Expressway (Spur 320), for a corner of this parcel;

THENCE, North 48°01'04" West, with said proposed southwesterly right-of-way line, a distance of 48.60 feet to a point, for a corner of this parcel;

THENCE, northwesterly with the arc of a curve to the left and continuing with said proposed southwesterly right-of-way line, a distance of 3.50 feet to the **POINT OF BEGINNING**; Said curve having a radius of 868.00 feet, a central angle of 00°13'52", and a chord which bears North 48°08'00" West, a distance of 3.50 feet.

Said parcel contains 0.470 Acres (20,478 Square feet) more or less.

Notes:
1.) Bearings are based upon the Texas Coordinate System of 1983, Central Zone (4203), NAD83 (2011).
2.) All distances and coordinates are surface values and may be converted to state plane values by dividing by the surface adjustment factor of 1.000231. The Unit of Measure is the U.S. Survey Foot.

Larry L. Drewes, RPLS
Texas License No. 4869
Job Number 33619-H
December 12, 2024

STATE OF TEXAS
REGISTERED
LARRY L. DREWES
4869
PROFESSIONAL
LAND SURVEYOR

1420 Bessemer • El Paso, Texas 79936
Tel. (915) 598-1300 • Fax (915) 598-1221 • E-mail address: Land-marksurvey.com

HIGHWAY:	Spur 320
LIMITS:	From Texas and New Mexico State Line to Loop 375
COUNTY:	El Paso
ACCOUNT NO.:	
ROW CSJ:	665-02-007
OWNER:	El Paso Water Utilities, Public Service Board

Property Description for Parcel 5

Being 11,936 square feet or 0.2740 acres of land, situated in the Texas and Pacific Railroad Company Survey, Abstract No. 2379, Section 1, Block 81, Township 1, Texas and Pacific Railroad Company Surveys, El Paso County, Texas and being part of a 20 feet wide El Paso Water Utilities, Public Service Board (P.S.B.) right-of-way (no document found) as referenced in the Texas Highway Department Right of Way Map of Highway No. F.M. 2529 (Control 2326 Section 1 Job 2) dated August 7, 1959 and being more particularly described by metes and bounds as follows:

COMMENCING, at a railroad spike found for the common corner of Sections 1 and 12, Block 81, said Township 1, Texas and Pacific Railroad Company Surveys;

THENCE, North 87º01'34" West, with the common boundary of Sections 1 and 12, said Block 81 and the southerly boundary of said 20 feet wide P.S.B. right-of-way, a distance of 3,721.40 feet to a 5/8- inch iron rod with TxDOT aluminum cap found for the most easterly corner and **POINT OF BEGINNING** of the herein described parcel and end of Denial of Access Line, having coordinates of N=10,740,400.65 and E=410,082.25, located 175.00 feet left of proposed Spur 320 Baseline Station 725+25.13;

1. **THENCE,** North 87º01'34" West, with the common boundary of said Sections 1 and 12, said Block 80, and the southerly line of said P.S.B. right-of-way, a distance of 601.04 feet to a TxDOT Type II brass cap monument found on the southwesterly right-of-way line of the proposed Spur 320 and beginning of a curve to the right for a westerly corner of the herein described parcel and beginning of a Denial of Access Line, located 175.01 feet right of proposed Spur 320 Baseline Station 720+36.44;

2. **THENCE,** with said proposed southwesterly right-of-way and Denial of Access Line, said curve to the right, having a radius of 12,675.00 feet, an arc length of 33.28 feet, a central angle of 00 degrees 09 minutes 02 seconds, and a chord which bears North 50º13'26" West, a distance of 33.28 feet to a TxDOT Type II brass cap monument found on the common boundary of said P.S.B. right-of-way and the southerly boundary line of a 50.00 feet wide right-of-way conveyed to El Paso Electric Company (E.P.E.C.) by deed recorded in Volume 1338, Page 490, El Paso County Deed Records (E.P.C.D.R.), for the most westerly corner of the herein described parcel and end of said Denial of Access Line, located 175.01 feet right of proposed Spur 320 Baseline Station 720+03.62;

3. **THENCE,** South 87º01'07" East, with the common boundary of said P.S.B. and E.P.E.C. right-of-ways, a distance of 598.87 feet to a TxDOT Type II brass cap monument found on said northeasterly right-of-way line of the proposed Spur 320 and beginning of a curve to the left and for a northerly corner of the herein described parcel and beginning of a Denial of Access Line, located 175.00 feet left of proposed Spur 320 Baseline Station 724+89.64;

4. **THENCE,** with said proposed northeasterly right-of-way and Denial of Access Line said curve to the left, having a radius of 12,325.00 feet, an arc length of 35.00 feet, a central angle of 00 degrees 09 minutes 46 seconds and a chord which bears South 52º27'27" East, a distance of 35.00 feet, to the **POINT OF BEGINNING** and containing 11,936 square feet or 0.2740 acres of land.

Note: Note: Survey Plat to accompany this legal description.

Note: Access is prohibited across the "Denial of Access Line" to the highway facility from the remainder of the abutting property.

Bearings and coordinates are based upon the Texas Coordinate System of 1983, Central Zone (4203), NAD 83(2011) and are referenced to the TxDot RTN, Mount point NAD83_(2010)-West_VRS_RTCM. All distances and coordinates shown are surface values and may be converted to state plane values by dividing by the surface adjustment factor of 1.000231. The Unit of Measure is the U.S. Survey Foot.

I, Scott M. Fertak, a Registered Professional Land Surveyor, do hereby certify that this property description is a true and correct representation of a survey made on the ground, under my direction and supervision.

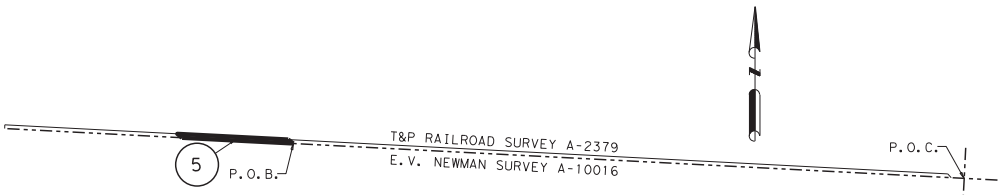


14 July 2022

Scott M. Fertak
Registered Professional Land Surveyor
No. 5257

LEGEND

E.P.C.P.R. - EL PASO COUNTY PLAT RECORDS
E.P.C.D.R. - EL PASO COUNTY DEED RECORDS
O.P.R.R.P.E.C. - OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF EL PASO COUNTY
OVERHEAD UTILITIES — OU —
EXIST. ROW LINE
PROPERTY LINE — PL —
DENIAL OF ACCESS LINE — III —
SURVEY LINE
FENCE —x—x—
CITY LIMITS
U.E. - UTILITY EASEMENT
A.E. - AERIAL EASEMENT
B.L. - BUILDING LINE
I.R. - IRON ROD
I.P. - IRON PIPE
■ SET TXDOT TYPE II MON. (UNLESS OTHERWISE NOTED)
□ FOUND TXDOT TYPE II MON.
● SET 5/8" I.R. W/TXDOT ALUM. CAP
○ FND 5/8" I.R. W/TXDOT ALUM. CAP (UNLESS OTHERWISE NOTED)



PARENT TRACT INSET FOR PARCEL NO. 5
N.T.S.

NOTES:

1) ALL BEARINGS AND COORDINATES ARE SURFACE AND IN U.S. SURVEY FEET BASED UPON THE TEXAS COORDINATE SYSTEM OF 1983 (NAD 83) STATE PLANE COORDINATES)(2011) CENTRAL ZONE (4203) WITH A SURFACE ADJUSTMENT FACTOR OF 1.00023100 (GRID X 1.00023100 = SURFACE COORDINATES) BASED UPON UTILIZING THE TxDOT EL PASO DISTRICT VIRTUAL REFERENCE NETWORK AUGUST, 2020.

2) FIELD SURVEYS PERFORMED DURING AUGUST, 2021.

3) RESEARCH FOR THIS PROJECT WAS PERFORMED AUGUST 2020.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY SUPERVISION AND THAT THIS PLAT CORRECTLY REPRESENTS THE FACTS AS FOUND AT THE TIME OF THE SURVEY.

14 July 2022

SCOTT M. FERTAK
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5257

STATE OF TEXAS
REGISTERED
SCOTT M. FERTAK
5257
PROFESSIONAL
LAND SURVEYOR

AREA TABLE (ACRES)			
EXISTING AC.	TAKING AC./S.F.	REMAINDER AC. LEFT	REMAINDER AC. RIGHT
	0.2740 11,936		

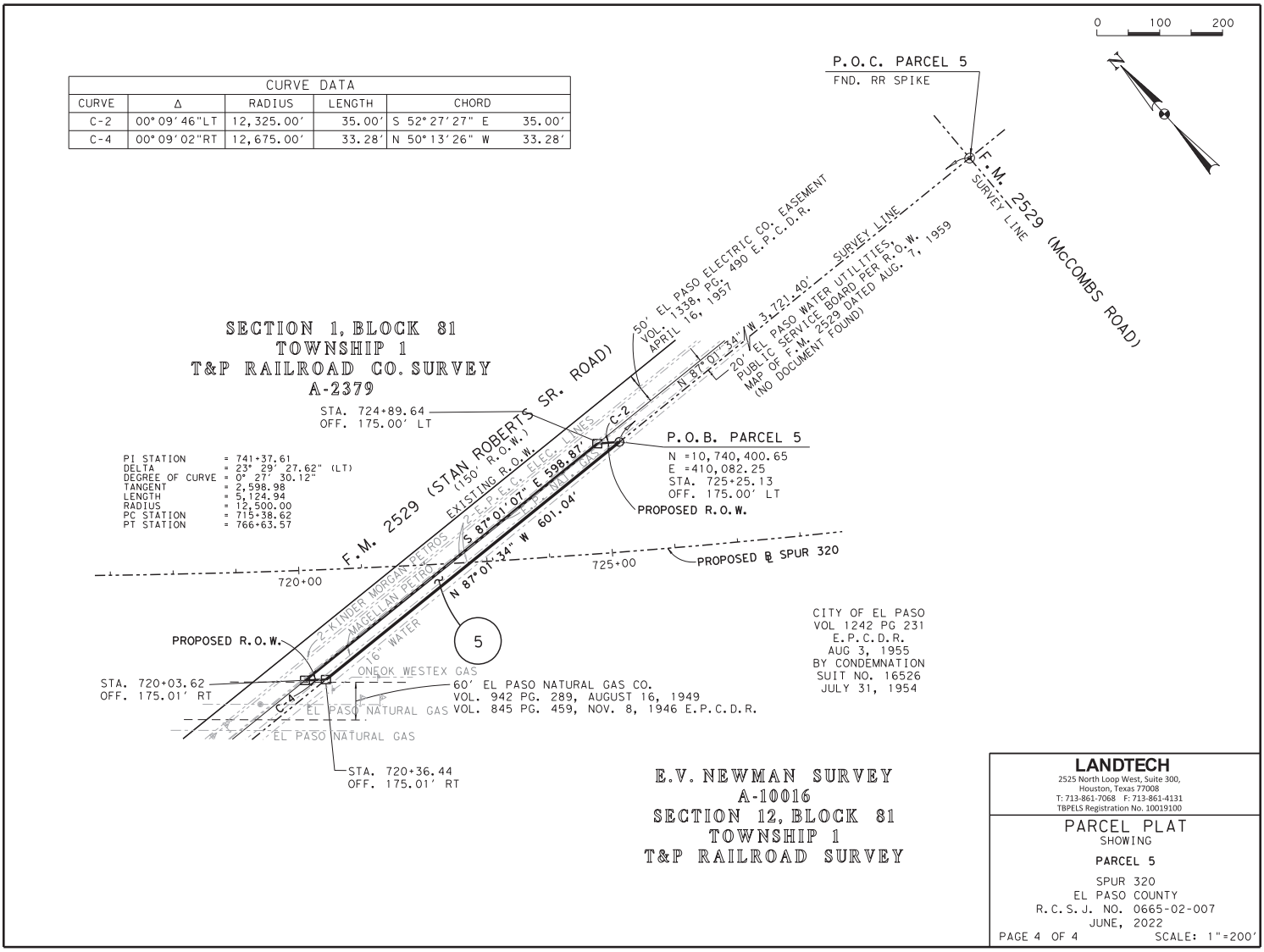
LANDTECH
2525 North Loop West, Suite 300,
Houston, Texas 77008
T: 713-861-7068 F: 713-861-4131
TBPELS Registration No. 10019100

PARCEL PLAT
SHOWING
PARCEL 5

SPUR 320
EL PASO COUNTY
R.C.S.J. NO. 0665-02-007
JUNE, 2022

PAGE 3 OF 4 SCALE: N.T.S.

Exhibit A



CURVE DATA					
CURVE	Δ	RADIUS	LENGTH	CHORD	
C-2	00°09'46"LT	12,325.00'	35.00'	S 52°27'27" E	35.00'
C-4	00°09'02"RT	12,675.00'	33.28'	N 50°13'26" W	33.28'

LANDTECH
2525 North Loop West, Suite 300,
Houston, Texas 77008
T: 713-861-7068 F: 713-861-4131
TBPELS Registration No. 10019100

PARCEL PLAT
SHOWING
PARCEL 5

SPUR 320
EL PASO COUNTY
R.C.S.J. NO. 0665-02-007
JUNE, 2022
PAGE 4 OF 4 SCALE: 1"=200'

HIGHWAY: Spur 320
LIMITS: From Texas and New Mexico State Line to Loop 375
COUNTY: El Paso
ACCOUNT NO.:
ROW CSJ: 0665-02-007
OWNER: The City of El Paso

Property Description Parcel 6

Being 1,785,884 square feet or 40.9983 acres of land, situated in the E.V. Newman Survey, Abstract No. 10016, Section 12, Block 81, Township 1, Texas and Pacific Railroad Company Surveys, El Paso County, Texas and being part of a called 3,200 acre tract of land conveyed to The City of El Paso by deed recorded in Volume 1242, Page 231, El Paso County Deed Records (E.P.C.D.R.) being more particularly described by metes and bounds as follows:

COMMENCING, at a railroad spike found for the common easterly corner of Sections 1 and 12, said Block 81, Township 1, Texas and Pacific Railroad Company Surveys, said spike lying on the southerly boundary of a 20.00 feet wide El Paso Water Utilities, Public Service Board (P.S.B.) right-of-way (no document found) as referenced in the Texas Highway Department Right of Way Map of F.M. 2529 (Control 2326, Section 1, Job 2) dated August 7, 1959;

THENCE, North 87º01'34" West, with the common boundary of Sections 1 and 12, said Block 81 and the southerly boundary of said 20 feet wide P.S.B. right-of-way, a distance of 3,721.40 feet to a 5/8-inch iron rod with TxDOT aluminum cap found on the northeasterly right-of-way line of the proposed Spur 320, and beginning of a curve to the left and **POINT OF BEGINNING** of the herein described parcel and beginning of a Denial of Access Line, having coordinates of N=10,740,400.65 and E=410,082.25, located 175.00 feet left of proposed Spur 320 Baseline Station 725+25.13;

1. **THENCE,** with said proposed northeasterly right-of-way line and Denial of Access Line and said curve to the left, having a radius of 12,325.00 feet, an arc length of 837.69 feet, a central angle of 03 degrees 53 minutes 39 seconds, and a chord which bears South 54º29'10" East, a distance of 837.53 feet to a TxDOT Type II brass cap monument found, for a northerly corner of the herein described parcel, located 175.00 feet left of proposed Spur 320 Baseline Station 733+74.72;

2. **THENCE,** North 32º33'14" East, continuing with said proposed northeasterly right-of-way line and Denial of Access Line, a distance of 260.96 feet to a TxDOT Type II brass cap monument found for a northerly corner of the herein described parcel, located 435.92 feet left of proposed Spur 320 Baseline Station 733+69.94;

3. **THENCE,** South 57º56’02” East, continuing with said proposed the northeasterly right-of-way line and Denial of Access Line of said proposed Spur 320, a distance of 275.03 feet to a TxDOT Type II brass cap monument found for a northerly corner of the herein described parcel, located 440.09 feet left of proposed Spur 320 Baseline Station 736+54.92;

4. **THENCE,** South 32º42’11” West, continuing with said proposed northeasterly right-of-way line and Denial of Access Line, a distance of 265.10 feet to a TxDOT Type II brass cap monument found for the beginning of a curve to the left and a northerly corner of the herein described parcel, located 175.00 feet left of proposed Spur 320 Baseline Station 736+52.95;

5. **THENCE,** continuing with said proposed northeasterly right-of-way line and Denial of Access Line and said curve to the left, having a radius of 12,325.00 feet, an arc length of 2,078.16 feet, a central angle of 09 degrees 39 minutes 39 seconds, and a chord which bears South 62º32’20” East, a distance of 2,075.70 feet to a TxDOT Type II brass cap monument found, for a northerly corner of the herein described parcel, located 175.00 feet left of proposed Spur 320 Baseline Station 757+60.62;

6. **THENCE,** South 81º47’17” East, continuing with said proposed northeasterly right-of-way line and Denial of Access Line, a distance of 523.88 feet to a TxDOT Type II brass cap monument found for a northerly corner of the herein described parcel, located 294.90 feet left of proposed Spur 320 Baseline Station 762+80.41;

7. **THENCE,** South 76º20’19” East, continuing with said proposed northeasterly right-of-way line and Denial of Access Line, a distance of 321.50 feet to a TxDOT Type II brass cap monument found on the west right-of-way of F.M. 2529, a 150.00 feet wide right-of-way as described by deed recorded in Volume 1410, Page 576, E.P.C.D.R., and end of said Denial of Access Line and a northerly corner of the herein described parcel, located 327.59 feet left of proposed Spur 320 Baseline Station 766+08.42;

8. **THENCE,** South 02º04’27” West, with the west right-of-way of said State Highway F.M. 2529 a distance of 651.38 feet to a TxDOT Type II brass cap monument found on the southwesterly right-of-way line of the proposed Spur 320 and beginning of a Denial of Access Line, for the most southerly corner of the herein described parcel, located 297.12 feet right of proposed Spur 320 Baseline Station 767+93.97;

9. **THENCE,** North 78º52’14” West, with said proposed southwesterly right-of-way line and Denial of Access Line, a distance of 90.08 feet to a TxDOT Type II brass cap monument found for a southwesterly corner of the herein described parcel, located 308.66 feet right of proposed Spur 320 Baseline Station 767+04.63;

10. **THENCE,** North 08º08’37” East, with said proposed southwesterly right-of-way line and Denial of Access Line, a distance of 8.08 feet to a TxDOT Type II brass cap monument found for the beginning of a curve to the right and a southwesterly corner of the herein described parcel, located 300.71 feet right of proposed Spur 320 Baseline Station 767+03.18;

11. **THENCE,** continuing with said proposed southwesterly right-of-way line and Denial of Access Line and said curve to the right, having a radius of 2,072.00 feet, an arc length of 455.38 feet, a central angle of 12 degrees 35 minutes 33 seconds, and a chord which bears North 65º40’46” West, a distance of 454.47 feet to a TxDOT Type II brass cap monument found, a southerly corner of the herein described parcel, located 261.23 feet right of proposed Spur 320 Baseline Station 762+59.44;

12. **THENCE,** North 59º22’30” West, with said proposed southwesterly right-of-way line and Denial of Access Line, a distance of 352.49 feet to a TxDOT Type II brass cap monument found for the beginning of a curve to the left and a southerly corner of the herein described parcel, located 203.05 feet right of proposed Spur 320 Baseline Station 759+18.11;

13. **THENCE,** continuing with said proposed southwesterly right-of-way and Denial of Access Line and said curve to the left, having a radius of 3,000.00 feet, an arc length of 369.36 feet, a central angle of 07 degrees 03 minutes 16 seconds, and a chord which bears North 62º54’07” West, a distance of 369.13 feet to a TxDOT Type II brass cap monument found, for the beginning of a curve to the right for a southerly corner of the herein described parcel, located 175.00 feet right of proposed Spur 320 Baseline Station 755+55.52;

14. **THENCE,** continuing with said proposed southwesterly right-of-way and Denial of Access Line and said curve to the right, having a radius of 12,675.00 feet, an arc length of 3,568.35 feet, a central angle of 16 degrees 07 minutes 49 seconds, and a chord which bears North 58º21’51” West, a distance of 3,556.58 feet to a TxDOT Type II brass cap monument found on the common boundary of said 20 feet wide P.S.B. right-of-way and the aforesaid common boundary section line, for the end of said Denial of Access Line, and the most westerly corner of the herein described parcel, located 175.01 feet right of proposed Spur 320 Baseline Station 720+36.44;

15. **THENCE,** South 87º01'34" East, with the common boundary of said Sections 1 and 12, said Block 81, said 20 feet wide P.S.B. right-of- way, a distance of 601.04 feet to the **POINT OF BEGINNING** and containing 1,785,884 square feet or 40.9983 acres of land.

Note: Survey Plat to accompany this legal description.

Note: Access is prohibited across the "Denial of Access Line" to the highway facility from the remainder of the abutting property.

Bearings and coordinates are based upon the Texas Coordinate System of 1983, Central Zone (4203), NAD83(2011) and are referenced to the TxDot RTN, Mount point NAD83_(2010)-West_VRS_RTCM. All distances and coordinates shown are surface values and may be converted to state plane values by dividing by the surface adjustment factor of 1.000231. The Unit of Measure is the U.S. Survey Foot.

I, Scott M. Fertak, a Registered Professional Land Surveyor, do hereby certify that this property description is a true and correct representation of a survey made on the ground, under my direction and supervision.

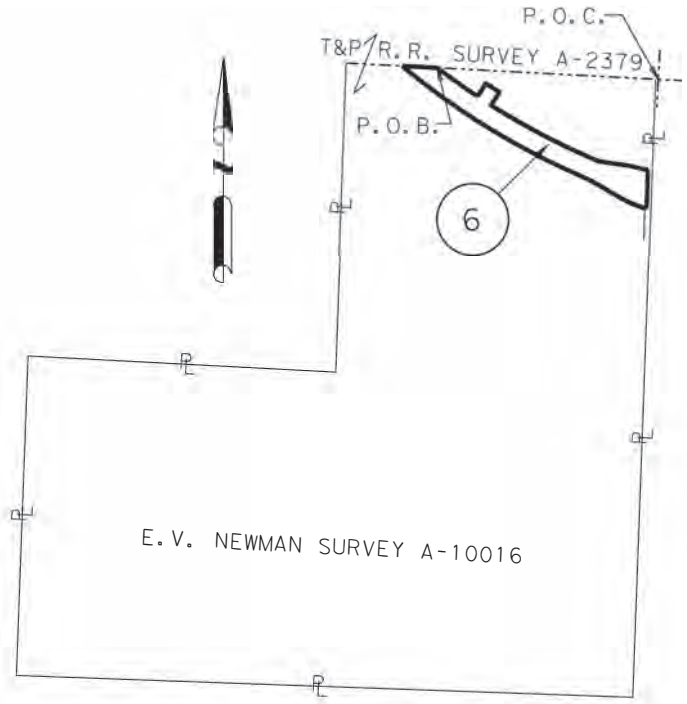


14 July 2022

Scott M. Fertak
Registered Professional Land Surveyor
No. 5257

LEGEND

E.P.C.P.R. - EL PASO COUNTY PLAT RECORDS
E.P.C.D.R. - EL PASO COUNTY DEED RECORDS
O.P.R.R.P.E.C. - OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF EL PASO COUNTY
OVERHEAD UTILITIES — OU —
EXIST. ROW LINE
PROPERTY LINE — PL —
DENIAL OF ACCESS LINE — III —
SURVEY LINE
FENCE — x — x —
CITY LIMITS
U.E. - UTILITY EASEMENT
A.E. - AERIAL EASEMENT
B.L. - BUILDING LINE
I.R. - IRON ROD
I.P. - IRON PIPE
■ SET TXDOT TYPE II MON. (UNLESS OTHERWISE NOTED)
□ FOUND TXDOT TYPE II MON.
● SET 5/8" I.R. W/TXDOT ALUM. CAP
○ FND 5/8" I.R. W/TXDOT ALUM. CAP (UNLESS OTHERWISE NOTED)



PARENT TRACT INSET FOR
PARCEL NO. 6
N. T. S.

NOTES:

1) ALL BEARINGS AND COORDINATES ARE SURFACE AND IN U.S. SURVEY FEET BASED UPON THE TEXAS COORDINATE SYSTEM OF 1983 (NAD 83) STATE PLANE COORDINATES)(2011) CENTRAL ZONE (4203) WITH A SURFACE ADJUSTMENT FACTOR OF 1.00023100 (GRID X 1.00023100 = SURFACE COORDINATES) BASED UPON UTILIZING THE TxDOT EL PASO DISTRICT VIRTUAL REFERENCE NETWORK AUGUST, 2020.

2) FIELD SURVEYS PERFORMED DURING AUGUST, 2021.

3) RESEARCH FOR THIS PROJECT WAS PERFORMED AUGUST 2020.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY SUPERVISION AND THAT THIS PLAT CORRECTLY REPRESENTS THE FACTS AS FOUND AT THE TIME OF THE SURVEY.

14/14/2022

SCOTT M. FERTAK
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5257

STATE OF TEXAS
REGISTERED
SCOTT M. FERTAK
5257
PROFESSIONAL
LAND SURVEYOR

AREA TABLE (ACRES)			
EXISTING AC.	TAKING AC./S.F.	REMAINDER AC. LEFT	REMAINDER AC. RIGHT
	40.9983 1,785,884		

LANDTECH
2525 North Loop West, Suite 300,
Houston, Texas 77008
T: 713-861-7068 F: 713-861-4131
TBPELS Registration No. 10019100

PARCEL PLAT
SHOWING
PARCEL 6
SPUR 320
EL PASO COUNTY
R.C.S.J. NO. 0665-02-007
JUNE, 2022
PAGE 5 OF 9 SCALE: N.T.S.

Exhibit A

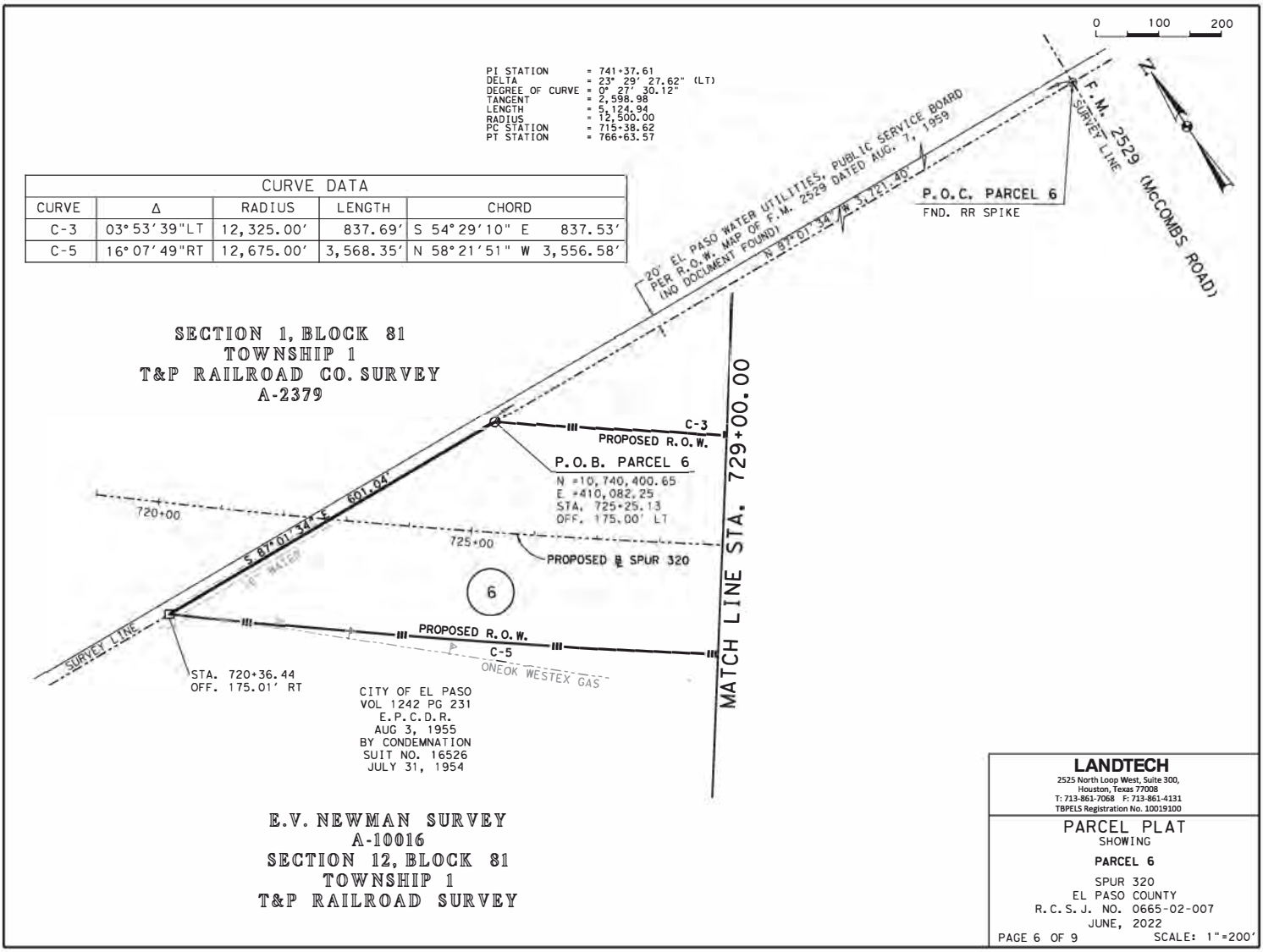
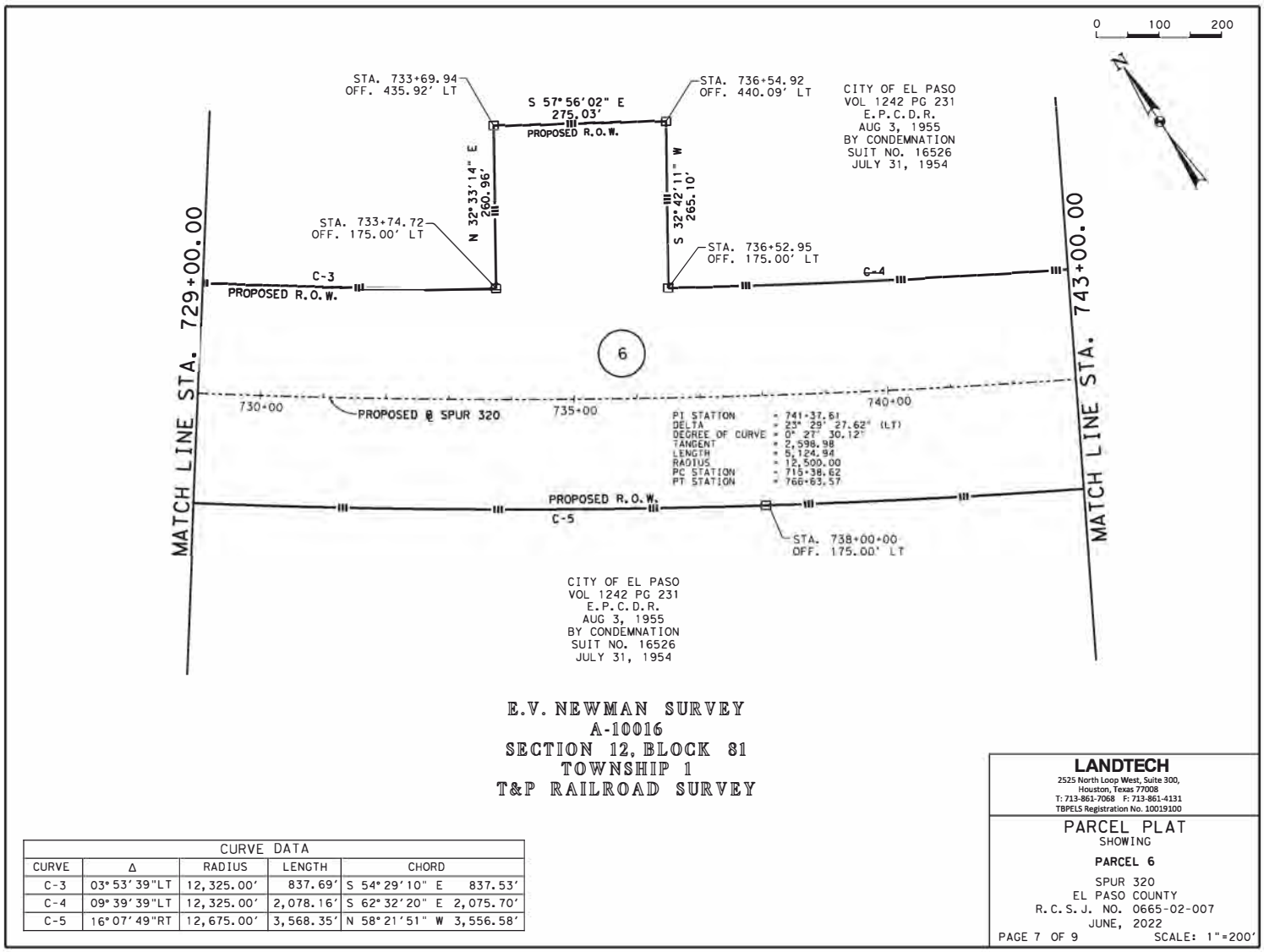

0 100 200
PI STATION = 741+37.61
DELTA = 23° 29' 27.62" (LT)
DEGREE OF CURVE = 0° 27' 30.12"
TANGENT = 2,598.98
LENGTH = 5,124.94
RADIUS = 12,500.00
PC STATION = 715+38.62
PT STATION = 766+63.57
CURVE DATA
CURVE | Δ | RADIUS | LENGTH | CHORD
C-3 | 03°53'39"LT | 12,325.00' | 837.69' | S 54°29'10" E 837.53'
C-5 | 16°07'49"RT | 12,675.00' | 3,568.35' | N 58°21'51" W 3,556.58'
20' EL PASO WATER UTILITIES, PUBLIC SERVICE BOARD PER R.O.W. MAP OF F.M. 2529 DATED AUG. 7, 1959 (NO DOCUMENT FOUND)
N 87°01'34" W 3,761.40'
P.O.C. PARCEL 6
FND. RR SPIKE
F.M. 2529 (McCOMBS ROAD)
SURVEY LINE
SECTION 1, BLOCK 81
TOWNSHIP 1
T&P RAILROAD CO. SURVEY
A-2379
C-3
PROPOSED R.O.W.
P.O.B. PARCEL 6
N =10,740,400.65
E =410,082.25
STA. 725+25.13
OFF. 175.00' LT
720+00
725+00
S 87°01'34" E 601.04'
PROPOSED ℄ SPUR 320
6
PROPOSED R.O.W.
C-5
ONEOK WESTEX GAS
SURVEY LINE
STA. 720+36.44
OFF. 175.01' RT
CITY OF EL PASO
VOL 1242 PG 231
E.P.C.D.R.
AUG 3, 1955
BY CONDEMNATION
SUIT NO. 16526
JULY 31, 1954
MATCH LINE STA. 729+00.00
E.V. NEWMAN SURVEY
A-10016
SECTION 12, BLOCK 81
TOWNSHIP 1
T&P RAILROAD SURVEY
LANDTECH
2525 North Loop West, Suite 300,
Houston, Texas 77008
T: 713-861-7068 F: 713-861-4131
TBPELS Registration No. 10019100
PARCEL PLAT
SHOWING
PARCEL 6
SPUR 320
EL PASO COUNTY
R.C.S.J. NO. 0665-02-007
JUNE, 2022
PAGE 6 OF 9
SCALE: 1"=200'

Exhibit A



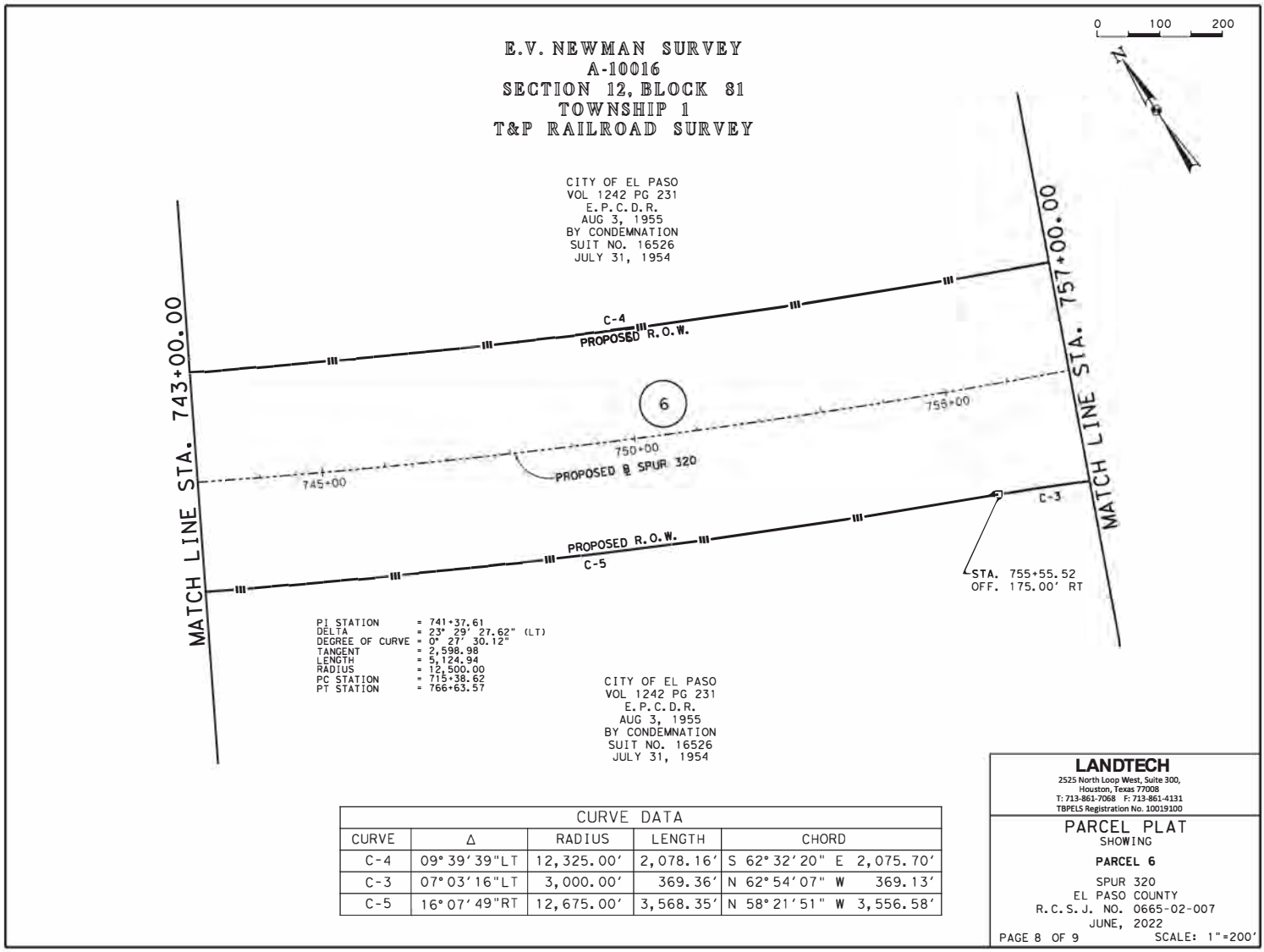
E.V. NEWMAN SURVEY
A-10016
SECTION 12, BLOCK 81
TOWNSHIP 1
T&P RAILROAD SURVEY

CURVE DATA				
CURVE	Δ	RADIUS	LENGTH	CHORD
C-3	03°53'39"LT	12,325.00'	837.69'	S 54°29'10" E 837.53'
C-4	09°39'39"LT	12,325.00'	2,078.16'	S 62°32'20" E 2,075.70'
C-5	16°07'49"RT	12,675.00'	3,568.35'	N 58°21'51" W 3,556.58'

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PARCEL PLAT
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PARCEL 6
SPUR 320
EL PASO COUNTY
R.C.S.J. NO. 0665-02-007
JUNE, 2022
PAGE 7 OF 9 SCALE: 1"=200'

Exhibit A

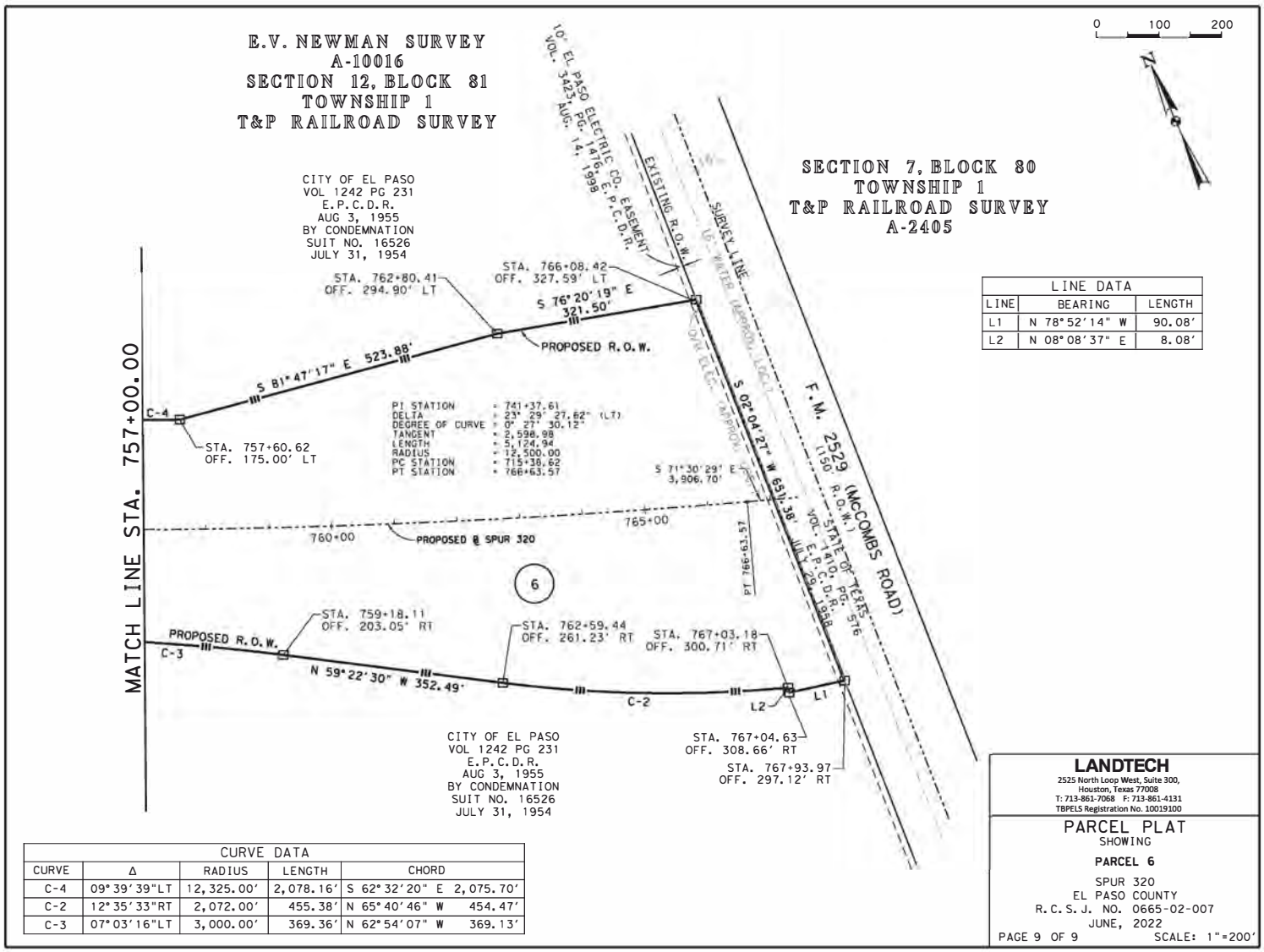


CURVE DATA				
CURVE	Δ	RADIUS	LENGTH	CHORD
C-4	09° 39' 39"LT	12,325.00'	2,078.16'	S 62° 32' 20" E 2,075.70'
C-3	07° 03' 16"LT	3,000.00'	369.36'	N 62° 54' 07" W 369.13'
C-5	16° 07' 49"RT	12,675.00'	3,568.35'	N 58° 21' 51" W 3,556.58'

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PARCEL PLAT
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PARCEL 6
SPUR 320
EL PASO COUNTY
R.C.S.J. NO. 0665-02-007
JUNE, 2022
PAGE 8 OF 9 SCALE: 1"=200'

Exhibit A



LINE DATA		
LINE	BEARING	LENGTH
L1	N 78°52'14" W	90.08'
L2	N 08°08'37" E	8.08'

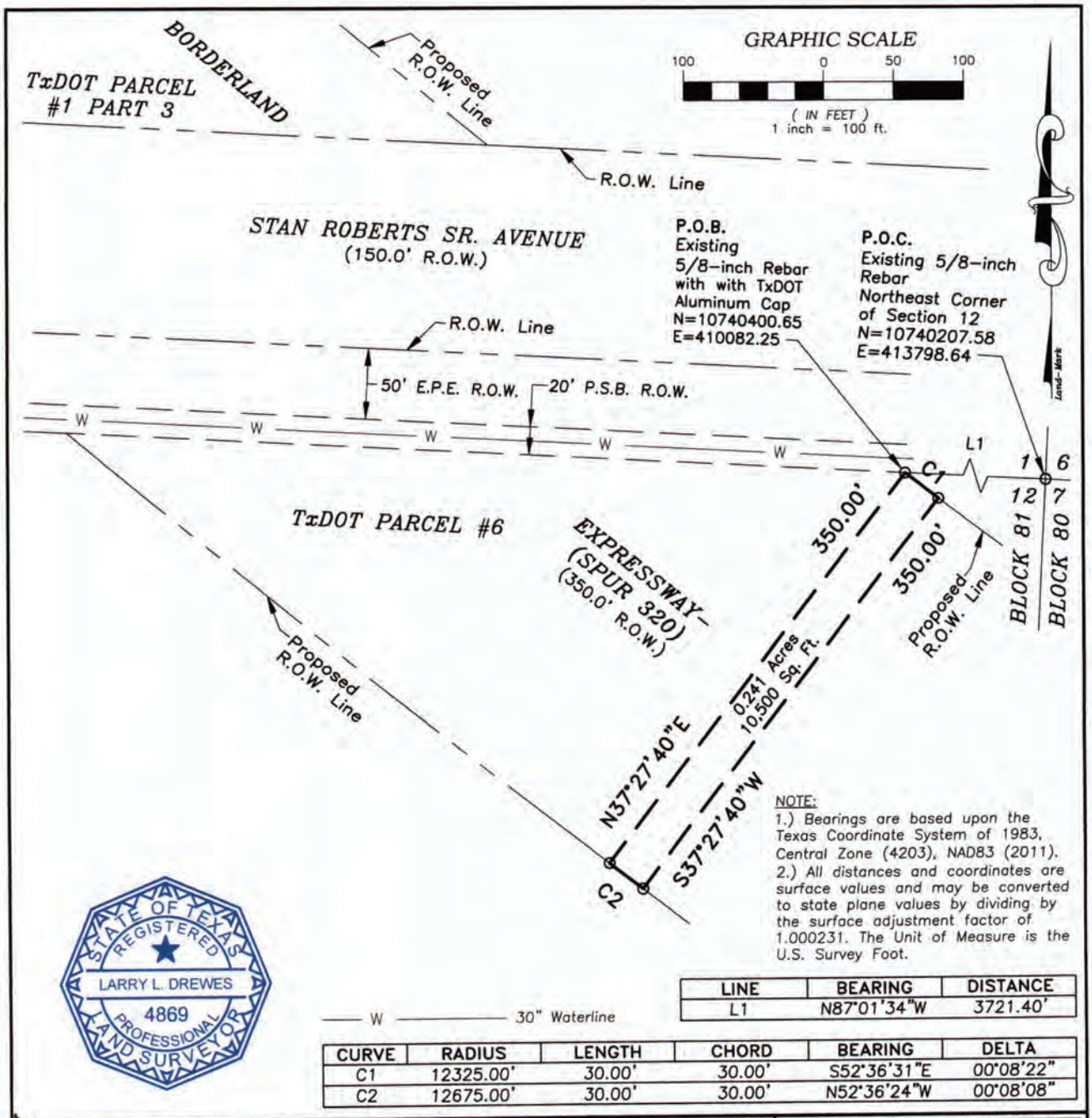
CURVE DATA				
CURVE	Δ	RADIUS	LENGTH	CHORD
C-4	09°39'39"LT	12,325.00'	2,078.16'	S 62°32'20" E 2,075.70'
C-2	12°35'33"RT	2,072.00'	455.38'	N 65°40'46" W 454.47'
C-3	07°03'16"LT	3,000.00'	369.36'	N 62°54'07" W 369.13'

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PARCEL 6
SPUR 320
EL PASO COUNTY
R.C.S.J. NO. 0665-02-007
JUNE, 2022
PAGE 9 OF 9 SCALE: 1"=200'

SAVE AND EXCEPT from the preceding Property Description of Parcel 6 (P00066030), a reservation of an easement for water and wastewater purposes as set forth hereinafter as Easement E.

Exhibit A



LINE	BEARING	DISTANCE
L1	N87°01'34"W	3721.40'

CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	12325.00'	30.00'	30.00'	S52°36'31"E	00°08'22"
C2	12675.00'	30.00'	30.00'	N52°36'24"W	00°08'08"

I hereby certify that the foregoing easement survey was made by me or under my supervision.

Larry L. Drewes, R.P.L.S.
Texas 4869 N.M. 11402

Plat of Survey

EASEMENT E

A PORTION OF SECTION 12, BLOCK 81, TOWNSHIP 1, TEXAS AND PACIFIC RAILROAD COMPANY SURVEYS, EL PASO COUNTY, TEXAS

Land-Mark Professional Surveying, Inc.
1420 Bessemer Drive, Suite 'A'
El Paso, Texas 79936
(915) 598-1300
Texas Licensed Surveying Firm Registration Number 10125900
email: Larry@Land-marksurvey.com
"Serving Texas, New Mexico and Arizona"

Job No. 24-02-33619-E | Scale: 1" = 100' | Date: September 23, 2024

Land-Mark Professional Surveying, Inc.

"Serving Texas, New Mexico & Arizona"

METES AND BOUNDS DESCRIPTION

EASEMENT "E"

A PORTION OF SECTION 12, BLOCK 81, TOWNSHIP 1, TEXAS AND PACIFIC RAILROAD COMPANY SURVEYS, EL PASO COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

COMMENCING, for reference, at an existing 5/8-inch rebar lying at the northeast corner of Section 12, Block 81, Township 1, Texas and Pacific Railroad Company Surveys; **THENCE**, North 87°01'34" West, with the northerly section line of said Section 12, a distance of 3721.40 feet to a point the proposed northeasterly right-of-way line of Borderland Expressway (Spur 320), for the **POINT OF BEGINNING** of this parcel description; said corner has a coordinate value of N=10,740,400.65 feet and E=410,082.25 feet;

THENCE, southeasterly with the arc of a curve to the left and with said proposed northeasterly right-of-way line, a distance of 30.00 feet to a point, for a corner of this parcel; Said curve having a radius of 12325.00 feet, a central angle of 00°08'22", and a chord which bears South 52°36'31" East, a distance of 30.00 feet;

THENCE, South 37°27'40" West, a distance of 350.00 feet to a point the proposed southwesterly right-of-way line of Borderland Expressway (Spur 320), for a corner of this parcel;

THENCE, northwesterly with the arc of a curve to the right and with said proposed southwesterly right-of-way line, a distance of 30.00 feet to a point, for a corner of this parcel; Said curve having a radius of 12675.00 feet, a central angle of 00°08'08", and a chord which bears North 52°36'24" West, a distance of 30.00 feet;

THENCE, North 37°27'40" East, a distance of 350.00 feet to the **POINT OF BEGINNING**;

Said parcel contains 0.241 Acres (10,500 Square feet) more or less.

Notes:

1.) Bearings are based upon the Texas Coordinate System of 1983, Central Zone (4203), NAD83 (2011).

2.) All distances and coordinates are surface values and may be converted to state plane values by dividing by the surface adjustment factor of 1.000231. The Unit of Measure is the U.S. Survey Foot.

Larry L. Drewes, RPLS
Texas License No. 4869
Job Number 33619-E
September 23, 2024

STATE OF TEXAS
REGISTERED
LARRY L. DREWES
4869
PROFESSIONAL
LAND SURVEYOR

1420 Bessemer • El Paso, Texas 79936
Tel. (915) 598-1300 • Fax (915) 598-1221 • Email address: Larry@Land-Marksurvey.com

HIGHWAY: Spur 320
LIMITS: From Texas and New Mexico State Line to Loop 375
COUNTY: El Paso
ACCOUNT NO.:
ROW CSJ: 0665-02-007
OWNER: The City of El Paso

Property Description for Parcel 7

Being a total of 2,042,272 square feet or 46.8841 acres of land, situated in the Texas and Pacific Railroad Company Survey Abstract No. 2405, Section 7, Block 80, Township 1 and the J. F. Reeves Survey, Abstract No. 10012, Section 8, Block 80, Township 1, Texas and Pacific Railroad Company Surveys, El Paso County, Texas and being part of a tract of land conveyed to The City of El Paso by deed recorded in Volume 1186, Page 178, El Paso County Deed Records (E.P.C.D.R.) and being more particularly described by metes and bounds in three (3) parts as follows:

Part 1:

Being 1,668,862 square feet or 38.3118 acres of land, situated in said Texas and Pacific Railroad Company Survey, Abstract No. 2405, Section 7, Block 80, Township 1, Texas and Pacific Railroad Company Surveys, El Paso County, Texas;

COMMENCING at a railroad spike found for the common westerly corner of Sections 6 and 7, Block 80, said Township 1, Texas and Pacific Railroad Company Surveys,

THENCE, South 87º05’06” East, with the common boundary of Sections 6 and 7, said Block 80, a distance of 74.55 feet to a point on the easterly right-of-way line of F.M. 2529 (a.k.a. McCombs Road) a 150.00 feet wide right-of-way as described by deed recorded in Volume 1410, Page 576, E.P.C.D.R.;

THENCE, South 02º04’27” West, with said easterly right-of-way of F.M. 2529, a distance of 1,606.38 feet to a TxDOT Type II brass cap monument found on the proposed northerly right-of- way line of Spur 320 and beginning of a curve to the right for the **POINT OF BEGINNING** of the herein described parcel and beginning of a Denial of Access Line, having coordinates of N=10,738,598.46 and E=413,814.95, located 319.09 feet left of proposed Spur 320 Baseline Station 767+68.78;

1. **THENCE,** with said proposed northerly right-of-way and Denial of Access Line, said curve to the right, having a radius of 2,073.00 feet, an arc length of 349.94 feet, a central angle of 09 degrees 40 minutes 20 seconds, and a chord which bears South 64º23’56” East, a distance of 349.53 feet to a TxDOT Type II brass cap monument found at the end of said curve, for a northerly corner of the herein described parcel, located 275.83 feet left of proposed Spur 320 Baseline Station 771+15.62;

2. **THENCE,** South 59º33’46” East, continuing with said proposed northerly right-of-way and Denial of Access Line, a distance of 338.18 feet to a TxDOT Type II monument found for the beginning of a curve to the left and a northerly corner of the herein described parcel, located 205.83 feet left of proposed Spur 320 Baseline Station 774+46.49;

3. **THENCE,** continuing with said proposed northerly right-of-way and Denial of Access Line, said curve to the left, having a radius of 1,927.00 feet, an arc length of 267.22 feet, a central angle of 07 degrees 56 minutes 43 seconds, and a chord which bears South 63º32’08” East, a distance of 267.01 feet to a TxDOT Type II brass cap monument found, for a northerly corner of the herein described parcel, located 168.80 feet left of proposed Spur 320 Baseline Station 777+10.91;

4. **THENCE,** South 72º09’03” East, continuing with said proposed northerly right-of-way and said Denial of Access Line, a distance of 552.55 feet to a TxDOT Type II monument found for a northerly corner of the herein described parcel, located 175.00 feet left of proposed Spur 320 Baseline Station 782+63.42;

5. **THENCE,** South 71º30’30” East, continuing with said proposed northerly right-of-way and Denial of Access Line, a distance of 475.13 feet to a TxDOT Type II monument found for a northerly corner of the herein described parcel, located 175.00 feet right of proposed Spur 320 Baseline Station 787+38.55;

6. **THENCE,** South 71º30’29” East, continuing with said proposed northerly right-of-way and Denial of Access Line, a distance of 1,831.72 feet to a TxDOT Type II monument found for a northerly corner and beginning of a curve to the right of the herein described parcel, located 175.00 feet left of proposed Spur 320 Baseline Station 805+70.27;

7. **THENCE,** continuing with said proposed northerly right-of-way and Denial of Access Line said curve to the right, having a radius of 6,175.00 feet, an arc length of 290.29 feet, a central angle of 02 degrees 41 minutes 37 seconds, and a chord which bears South 70º09’41” East, a distance of 290.26 feet to a 5/8-inch iron rod with TxDOT aluminum cap found on the common boundary of said City of El Paso tract recorded in Volume 1186, Page 178, E.P.C.D.R. and a tract of land conveyed to The City of El Paso (for the El Paso Water Utilities Public Service Board) by Document No. 20030066805 recorded in the Official Public Record of Real Property El Paso County (O.P.R.R.P.E.P.C.) for the end of said curve and end of Denial of Access Line and a northerly corner of the herein described parcel, located 175.00 feet left of proposed Spur 320 Baseline Station 808+52.34;

8. **THENCE,** South 02º03’41” West, with the common boundary of said City of El Paso tracts, a distance of 371.85 feet to a 5/8-inch iron rod with TxDOT aluminum cap found on the proposed southerly right-of-way line and beginning of a Denial of Access Line of said proposed Spur 320, for the most southerly corner and beginning of a curve to the left of the herein described parcel, located 175.05 feet right of proposed Spur 320 Baseline Station 809+77.83;

9. **THENCE,** with the proposed southerly right-of-way and Denial of Access Line and curve to the left, having a radius of 5,825.00 feet, an arc length of 395.67 feet, a central angle of 03 degrees 53 minutes 31 seconds, and a chord which bears North 69º33'46" West, a distance of 395.59 feet to a TxDOT Type II brass cap monument found for and a southerly corner of the herein described parcel, located 175.05 feet right of proposed Spur 320 Baseline Station 805+70.27;

10. **THENCE,** North 71º30'23" West, with said proposed southerly right-of-way and Denial of Access Line, a distance of 1,831.72 feet to a TxDOT Type II brass cap monument found for a southerly corner of the herein described parcel, located 175.00 feet right of proposed Spur 320 Baseline Station 787+38.55;

CONTINUING, with said proposed southerly right-of-way and Denial of Access Line the following calls, each to a TxDOT Type II brass cap monument found for a southerly corner of the herein described parcel;

11. **THENCE,** South 18º29'31" West, a distance of 5.54 feet, located 180.54 feet right of proposed Spur 320 Baseline Station 787+38.55;

12. **THENCE,** North 71º30'29" West, a distance of 78.67 feet, located 180.54 feet right of proposed Spur 320 Baseline Station 786+59.88;

13. **THENCE,** North 18º29'31" East, a distance of 5.54 feet, located 175.00 feet right of proposed Spur 320 Baseline Station 786+59.88;

14. **THENCE,** North 71º30'29" West, a distance of 50.77 feet, located 175.00 feet right of proposed Spur 320 Baseline Station 786+09.11;

15. **THENCE,** South 19º22'28" West, a distance of 288.38 feet, located 463.34 feet right of proposed Spur 320 Baseline Station 786+04.66;

16. **THENCE,** North 71º02'57" West, a distance of 274.32 feet, located 461.15 feet right of proposed Spur 320 Baseline Station 783+30.35;

17. **THENCE,** North 19º13'18" East, a distance of 260.68 feet, located 200.49 feet right of proposed Spur 320 Baseline Station 783+33.67;

18. **THENCE,** North 79º00'54" West, a distance of 11.55 feet, located 202.00 feet right of proposed Spur 320 Baseline Station 783+22.23;

19. **THENCE,** South 10º59'23" West, a distance of 8.84 feet, located 210.76 feet right of proposed Spur 320 Baseline Station 783+23.38;

20. **THENCE,** North 76º38'23" West, a distance of 60.24 feet, located 216.15 feet right of proposed Spur 320 Baseline Station 782+63.38;

21. **THENCE,** North 14º22'44" East, a distance of 6.76 feet, located 209.40 feet right of proposed Spur 320 Baseline Station 782+62.90;

22. **THENCE,** North 75º37'15" West, a distance of 576.17 feet, located 250.72 feet right of proposed Spur 320 Baseline Station 776+88.20;

23. **THENCE,** North 75º10'50" West, a distance of 160.13 feet, located 260.98 feet right of proposed Spur 320 Baseline Station 775+28.40;

24. **THENCE,** South 14º49'04" West, a distance of 6.59 feet, located 267.56 feet right of proposed Spur 320 Baseline Station 775+28.83;

25. **THENCE,** North 75º30'31" West, a distance of 55.64 feet, located 271.44 feet right of proposed Spur 320 Baseline Station 774+73.32;

26. **THENCE,** North 14º49'16" East, a distance of 6.91 feet, located 264.55 feet right of proposed Spur 320 Baseline Station 774+72.88;

27. **THENCE,** North 75º10'25" West, a distance of 160.57 feet, located 274.81 feet right of proposed Spur 320 Baseline Station 773+12.64;

28. **THENCE,** North 73º28'42" West, continuing with said proposed southerly right-of-way and Denial of Access Line, a distance of 365.38 feet to a TxDOT Type II brass cap monument found on the easterly right-of-way line of said F.M. 2529, for a southerly corner of the herein described parcel, located 287.37 feet right of proposed Spur 320 Baseline Station 769+47.48;

29. **THENCE,** North 02º04'27" East, with said easterly right-of-way of said F.M. 2529, a distance of 632.24 feet to the **POINT OF BEGINNING** and containing 1,668,862 square feet or 38.3118 acres of land.

Part 2:

Being 181,465 square feet or 4.1659 acres of land situated in said J. F. Reeves Survey, Abstract No. 10012, Section 8, Block 80, Township 1, Texas and Pacific Railroad Company Surveys, El Paso County, Texas;

COMMENCING, at a 5/8-inch iron rod with plastic cap stamped "TX 5337" found for the common southerly corner of Sections 7 and 8, said Block 80, Township 1, Texas and Pacific Railroad Company Surveys, same being an interior corner of a tract of land, conveyed to The City of El Paso (for the El Paso Water Utilities Public Service Board) in Document No. 20030066805 of the Official Public Record of Real Property El Paso County (O.P.R.R.P.E.P.C.);

THENCE, North 02º04'15" East, with the common boundary of Sections 7 and 8, said Block 80, at a distance of 1322.25 feet pass the common corner of said 432.88 acre City of El Paso tract and said City of El Paso tract recorded in Volume 1186, Page 178, E.P.C.D.R., continuing for a total distance of 1,418.43 feet to a 5/8-inch iron rod with TxDOT aluminum cap found on the southerly right-of- way line of the proposed Spur 320 and end of a curve to the left for the **POINT OF BEGINNING** of the herein described parcel and end of a Denial of Access Line, having coordinates of N=10,736,044.05 and E=418,931.93, located 175.03 feet right of proposed Spur 320 Baseline Station 825+21.92;

1. **THENCE,** North 02º04'15" East, with the common boundary of Sections 7 and 8, said Block 80 and the common boundary of said City of El Paso tracts, a distance of 421.81 feet to a 5/8-inch iron rod with TxDOT aluminum cap found on the northerly right-of- way of said proposed Spur 320, at the beginning of a curve to the right for the most northerly corner herein described parcel and beginning of a Denial of Access Line, located 175.00 feet left of proposed Spur 320 Baseline Station 822+86.44;

2. **THENCE,** with said proposed northerly right-of-way and Denial of Access Line, said curve to the right having a radius of 6,175.00 feet, an arc length of 865.06 feet, a central angle of 08 degrees 01 minutes 36 seconds, and a chord which bears South 51º06'24" East, a distance of 864.35 feet to a 5/8-inch iron rod with TxDOT aluminum cap found on the common boundary of said City of El Paso tracts for the most easterly corner of the herein described parcel and the end of said Denial of Access Line, located 175.00 feet left of proposed Spur 320 Baseline Station 831+26.98;

3. **THENCE,** North 87º55'30" West, with the common boundary of the aforesaid City of El Paso tracts a distance of 558.86 feet to a 5/8-inch iron rod with TxDOT aluminum cap found for the beginning point of a curve to the left and a southerly corner of the herein described parcel and beginning of a Denial of Access Line, located 175.03 feet right of proposed Spur 320 Baseline Station 826+91.04;

4. **THENCE,** with the proposed southerly right-of-way and Denial of Access Line and said curve to the left, having a radius of 5,825.00 feet, an arc length of 164.19 feet, a central angle of 01 degrees 36 minutes 54 seconds, and a chord which bears North 52º03'52" West, a distance of 164.18 feet to the **POINT OF BEGINNING** and containing 181,465 square feet or 4.1659 acres of land.

Part 3:

Being 191,945 square feet or 4.4064 acres of land, situated in said J. F. Reeves Survey, Abstract No. 10012, Section 8, Block 80, Township 1, Texas and Pacific Railroad Company Surveys, El Paso County, Texas;

COMMENCING, at a 5/8-inch iron rod with plastic cap stamped "TX 5337" found for the common westerly corner of Sections 8 and 17, Block 80, Township 1, said Texas and Pacific Railroad Company Surveys, same being an interior corner of a tract of land conveyed to the City of El Paso (for the El Paso Water Utilities Public Service Board) in Document No. 20030066805 of the Official Property Records of Real Property El Paso County (O.P.R.R.P.E.P.C.);

THENCE, South 86º49'00" East, with the common boundary of Sections 8 and 17, said Block 80, at a distance of 1,321.23 feet pass the common corner of said City of El Paso tract and said City of El Paso tract recorded in Volume 1186, Page 178, E.P.C.D.R., continuing with the common boundary of said City of El Paso tracts, for a total distance of 1,439.40 feet to a 5/8-inch iron rod with TxDOT aluminum cap found on the southerly right-of-way line of the proposed Spur 320 and beginning of a curve to the left for the **POINT OF BEGINNING** of the herein described parcel and beginning of a Denial of Access Line, having coordinates of N=10,734,546.62 and E=420,317.84, located 175.01 feet right of proposed Spur 320 Baseline Station 846+34.48;

1. **THENCE,** with the proposed southerly right-of-way and Denial of Access Line and said curve to the left, having a radius of 5,825.00 feet, an arc length of 197.51 feet, a central angle of 01 degrees 56 minutes 34 seconds, and a chord which bears North 33º40'11" West, a distance of 197.50 feet to a 5/8-inch iron rod with TxDOT aluminum cap found on the common boundary of said City of El Paso tracts for the end of said curve and a southerly corner of the herein described parcel and end of said Denial of Access Line, located 175.01 feet right of proposed Spur 320 Baseline Station 844+31.04;

2. **THENCE,** North 03º04'45" East, with the common boundary of said City of El Paso tracts, a distance of 547.27 feet to a 5/8-inch iron rod with TxDOT aluminum cap found on the northerly right-of-way of said proposed Spur 320, at the beginning of a curve to the right for the most northerly corner herein described parcel and beginning of a Denial of Access Line, located 175.00 feet left of proposed Spur 320 Baseline Station 840+10.06;

3. **THENCE,** with said proposed northerly right-of-way, Denial of Access Line and said curve to the right, having a radius of 6,175.00 feet, an arc length of 892.24 feet, a central angle of 08 degrees 16 minutes 44 seconds, and a chord which bears South 34º31'16" East, a distance of 891.46 feet to a 5/8-inch iron rod found on the common boundary of Sections 8 and 17, said Block 80 and City of El Paso tract and said City of El Paso tract recorded in Volume 1186, Page 178, E.P.C.D.R, for the end of said curve and the most easterly corner of the herein described parcel and the end of said Denial of Access Line, located 175.00 feet left of proposed Spur 320 Baseline Station 848+77.01;

4. **THENCE,** North 86º49’00” West, with the common boundary of Sections 8 and 17, said Block 80 and the common boundary of the aforesaid City of El Paso tracts, a distance of 425.76 feet to the **POINT OF BEGINNING** and containing 191,945 square feet or 4.4064 acres of land and containing a combined 2,042,272 square feet or 46.8841 acres of land within Parts 1, 2 & 3.

Note: Survey Plat to accompany this legal description.

Note: Access is prohibited across the “Denial of Access Line” to the highway facility from the remainder of the abutting property.

Bearings and coordinates are based upon the Texas Coordinate System of 1983, Central Zone (4203), NAD 83(2011) and are referenced to the TxDot RTN, Mount point NAD83_(2010)-West_VRS_RTCM. All distances and coordinates shown are surface values and may be converted to state plane values by dividing by the surface adjustment factor of 1.000231. The Unit of Measure is the U.S. Survey Foot.

I, Scott M. Fertak, a Registered Professional Land Surveyor, do hereby certify that this property description is a true and correct representation of a survey made on the ground, under my direction and supervision.

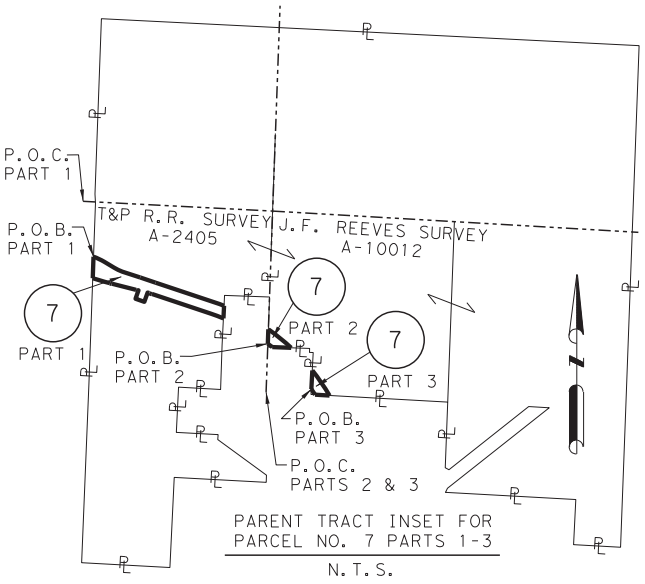


14July 2022

Scott M. Fertak
Registered Professional Land Surveyor
No. 5257

LEGEND

E.P.C.P.R. - EL PASO COUNTY PLAT RECORDS
E.P.C.D.R. - EL PASO COUNTY DEED RECORDS
O.P.R.R.P.E.C. - OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF EL PASO COUNTY
OVERHEAD UTILITIES — OU —
EXIST. ROW LINE
PROPERTY LINE — PL —
DENIAL OF ACCESS LINE — III —
SURVEY LINE
FENCE — x — x —
CITY LIMITS
U.E. - UTILITY EASEMENT
A.E. - AERIAL EASEMENT
B.L. - BUILDING LINE
I.R. - IRON ROD
I.P. - IRON PIPE
■ SET TXDOT TYPE II MON. (UNLESS OTHERWISE NOTED)
□ FOUND TXDOT TYPE II MON.
● SET 5/8" I.R. W/TXDOT ALUM. CAP
○ FND 5/8" I.R. W/TXDOT ALUM. CAP (UNLESS OTHERWISE NOTED)



AREA TABLE (ACRES)				
PARTS	EXISTING AC.	TAKING AC./S.F.	REMAINDER AC. LEFT	REMAINDER AC. RIGHT
1		38.3118 1,668,862		
2		4.1659 181,465		
3		4.4064 191,945		

NOTES:

1) ALL BEARINGS AND COORDINATES ARE SURFACE AND IN U.S. SURVEY FEET BASED UPON THE TEXAS COORDINATE SYSTEM OF 1983 (NAD 83) STATE PLANE COORDINATES)(2011) CENTRAL ZONE (4203) WITH A SURFACE ADJUSTMENT FACTOR OF 1.00023100 (GRID X 1.00023100 = SURFACE COORDINATES) BASED UPON UTILIZING THE TxDOT EL PASO DISTRICT VIRTUAL REFERENCE NETWORK AUGUST, 2020.

2) FIELD SURVEYS PERFORMED DURING AUGUST, 2021.

3) RESEARCH FOR THIS PROJECT WAS PERFORMED AUGUST 2020.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY SUPERVISION AND THAT THIS PLAT CORRECTLY REPRESENTS THE FACTS AS FOUND AT THE TIME OF THE SURVEY.

14 July 2022

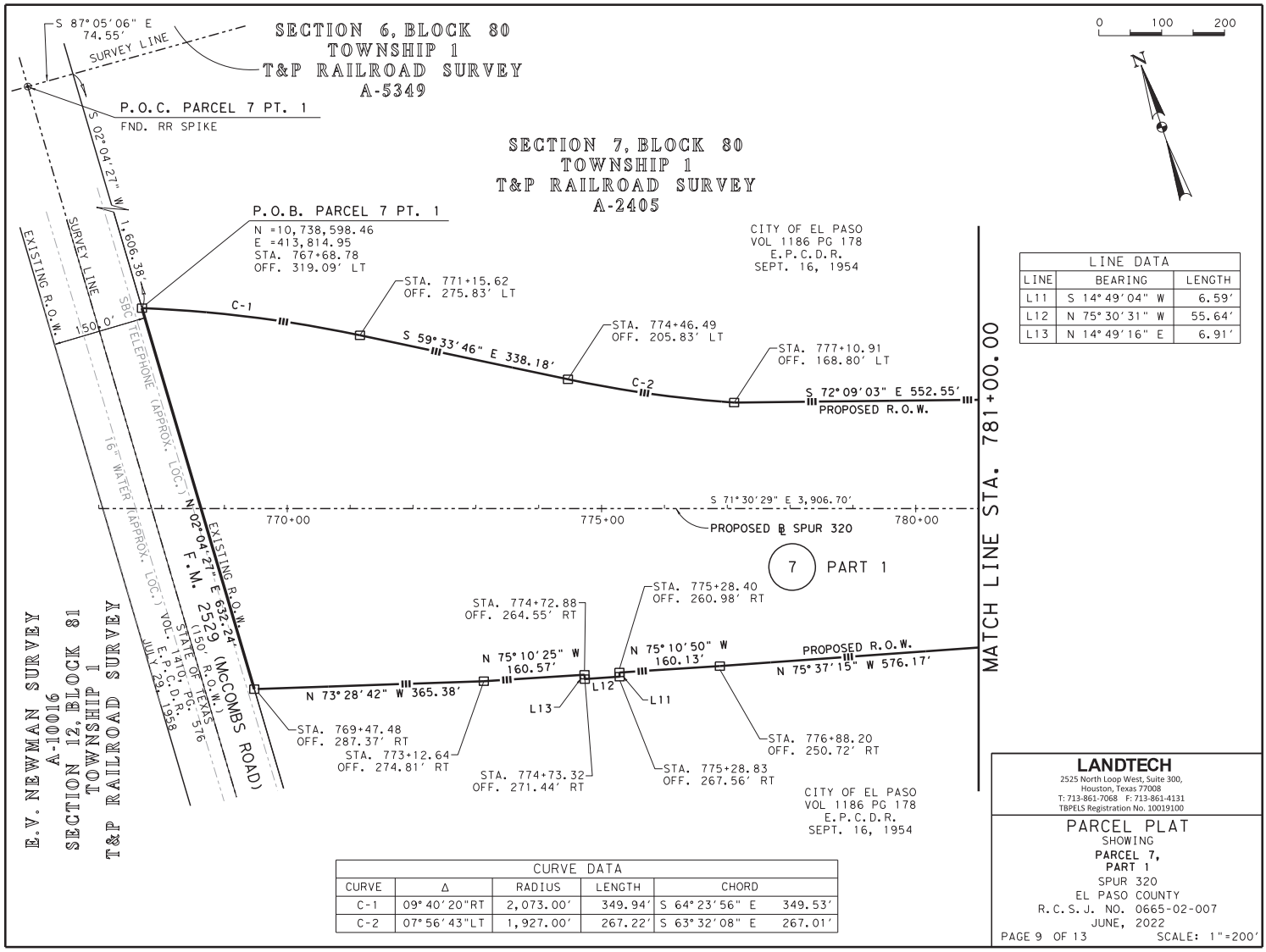
SCOTT M. FERTAK
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5257

STATE OF TEXAS
REGISTERED
SCOTT M. FERTAK
5257
PROFESSIONAL
LAND SURVEYOR

LANDTECH
2525 North Loop West, Suite 300,
Houston, Texas 77008
T: 713-861-7068 F: 713-861-4131
TBPELS Registration No. 10019100

PARCEL PLAT
SHOWING
PARCEL 7
SPUR 320
EL PASO COUNTY
R.C.S.J. NO. 0665-02-007
JUNE, 2022
PAGE 8 OF 13 SCALE: N.T.S.

Exhibit A



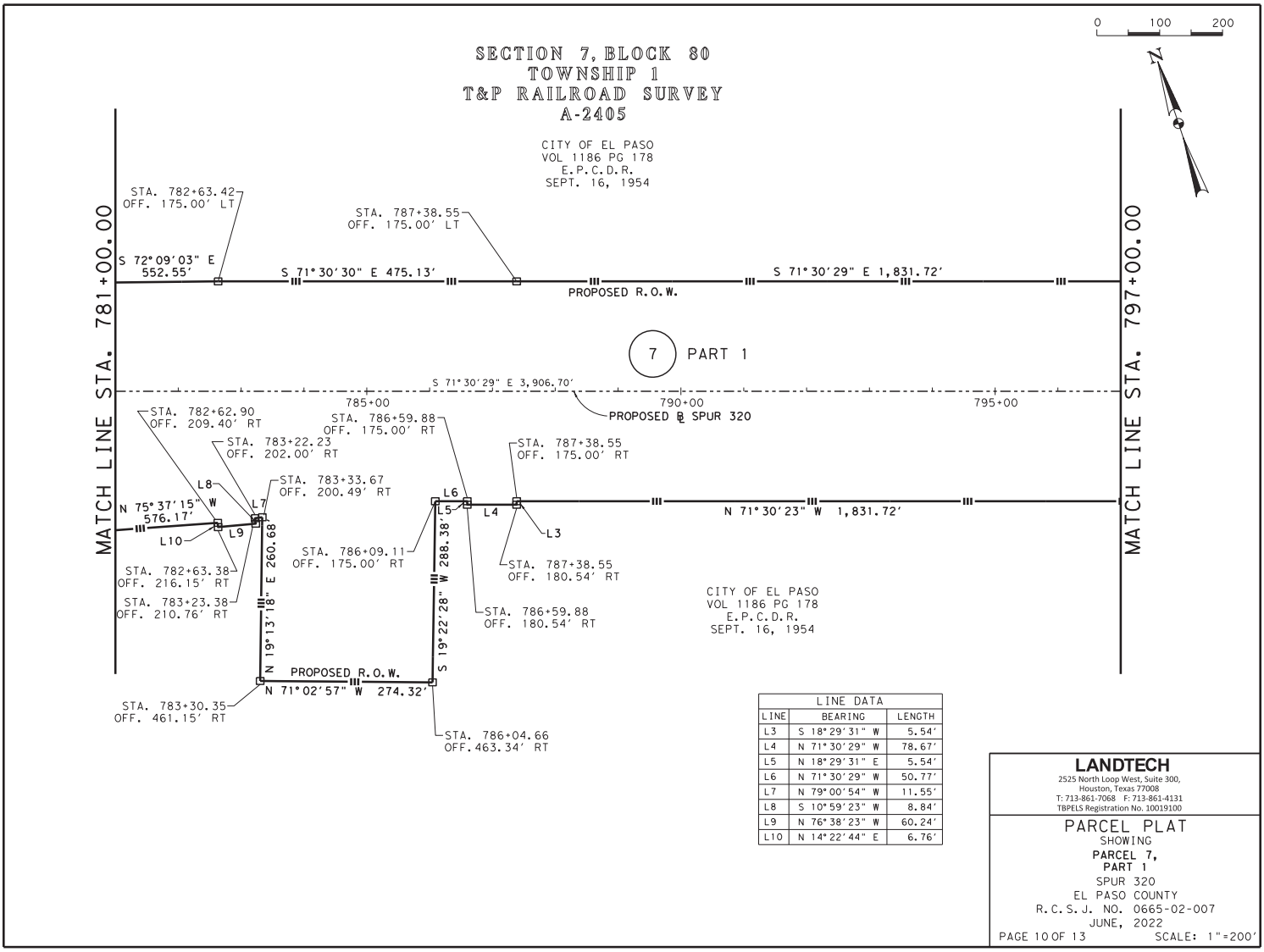
LINE DATA		
LINE	BEARING	LENGTH
L11	S 14°49'04" W	6.59'
L12	N 75°30'31" W	55.64'
L13	N 14°49'16" E	6.91'

CURVE DATA				
CURVE	Δ	RADIUS	LENGTH	CHORD
C-1	09°40'20"RT	2,073.00'	349.94'	S 64°23'56" E 349.53'
C-2	07°56'43"LT	1,927.00'	267.22'	S 63°32'08" E 267.01'

LANDTECH
2525 North Loop West, Suite 300,
Houston, Texas 77008
T: 713-861-7068 F: 713-861-4131
TBPELS Registration No. 10019100

PARCEL PLAT
SHOWING
PARCEL 7, PART 1
SPUR 320
EL PASO COUNTY
R.C.S.J. NO. 0665-02-007
JUNE, 2022
PAGE 9 OF 13 SCALE: 1"=200'

Exhibit A

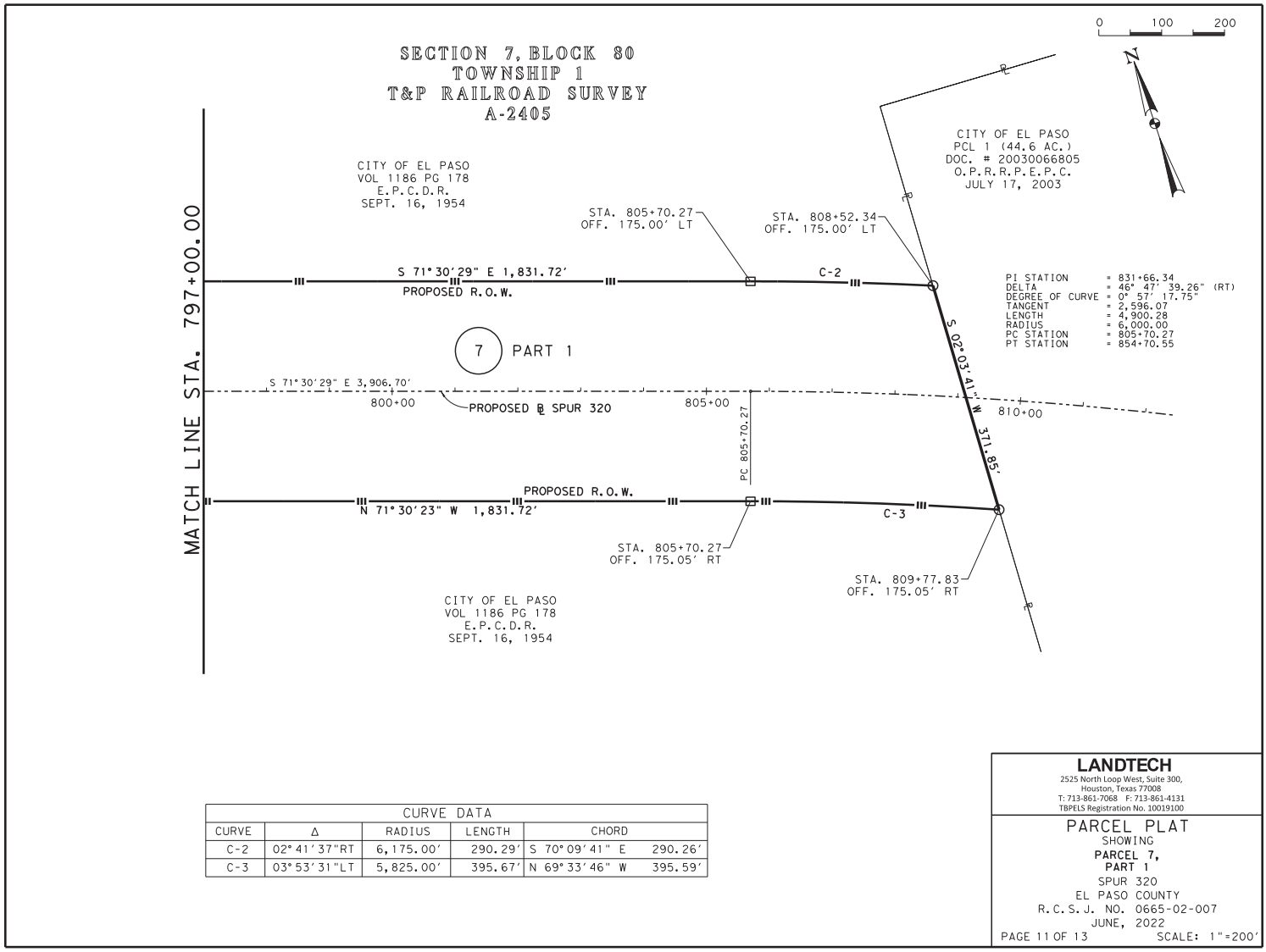


LINE DATA		
LINE	BEARING	LENGTH
L3	S 18°29'31" W	5.54'
L4	N 71°30'29" W	78.67'
L5	N 18°29'31" E	5.54'
L6	N 71°30'29" W	50.77'
L7	N 79°00'54" W	11.55'
L8	S 10°59'23" W	8.84'
L9	N 76°38'23" W	60.24'
L10	N 14°22'44" E	6.76'

LANDTECH
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Houston, Texas 77008
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TBPELS Registration No. 10019100

PARCEL PLAT
SHOWING
PARCEL 7,
PART 1
SPUR 320
EL PASO COUNTY
R.C.S.J. NO. 0665-02-007
JUNE, 2022
PAGE 10 OF 13 SCALE: 1"=200'

Exhibit A

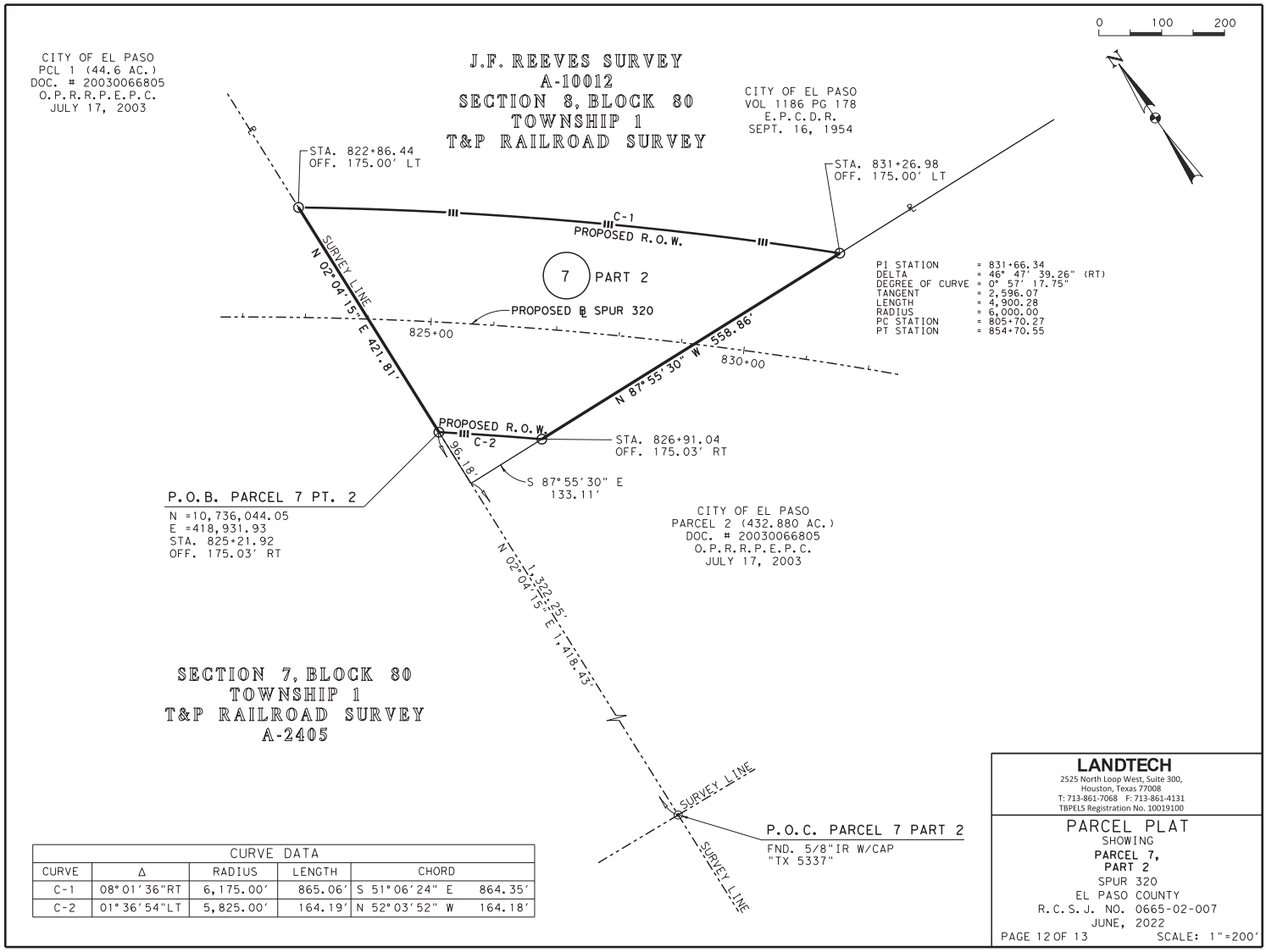


CURVE DATA					
CURVE	Δ	RADIUS	LENGTH	CHORD	
C-2	02°41'37"RT	6,175.00'	290.29'	S 70°09'41" E	290.26'
C-3	03°53'31"LT	5,825.00'	395.67'	N 69°33'46" W	395.59'

LANDTECH
2525 North Loop West, Suite 300,
Houston, Texas 77008
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TBPELS Registration No. 10019100

PARCEL PLAT
SHOWING
PARCEL 7,
PART 1
SPUR 320
EL PASO COUNTY
R.C.S.J. NO. 0665-02-007
JUNE, 2022
PAGE 11 OF 13 SCALE: 1"=200'

Exhibit A

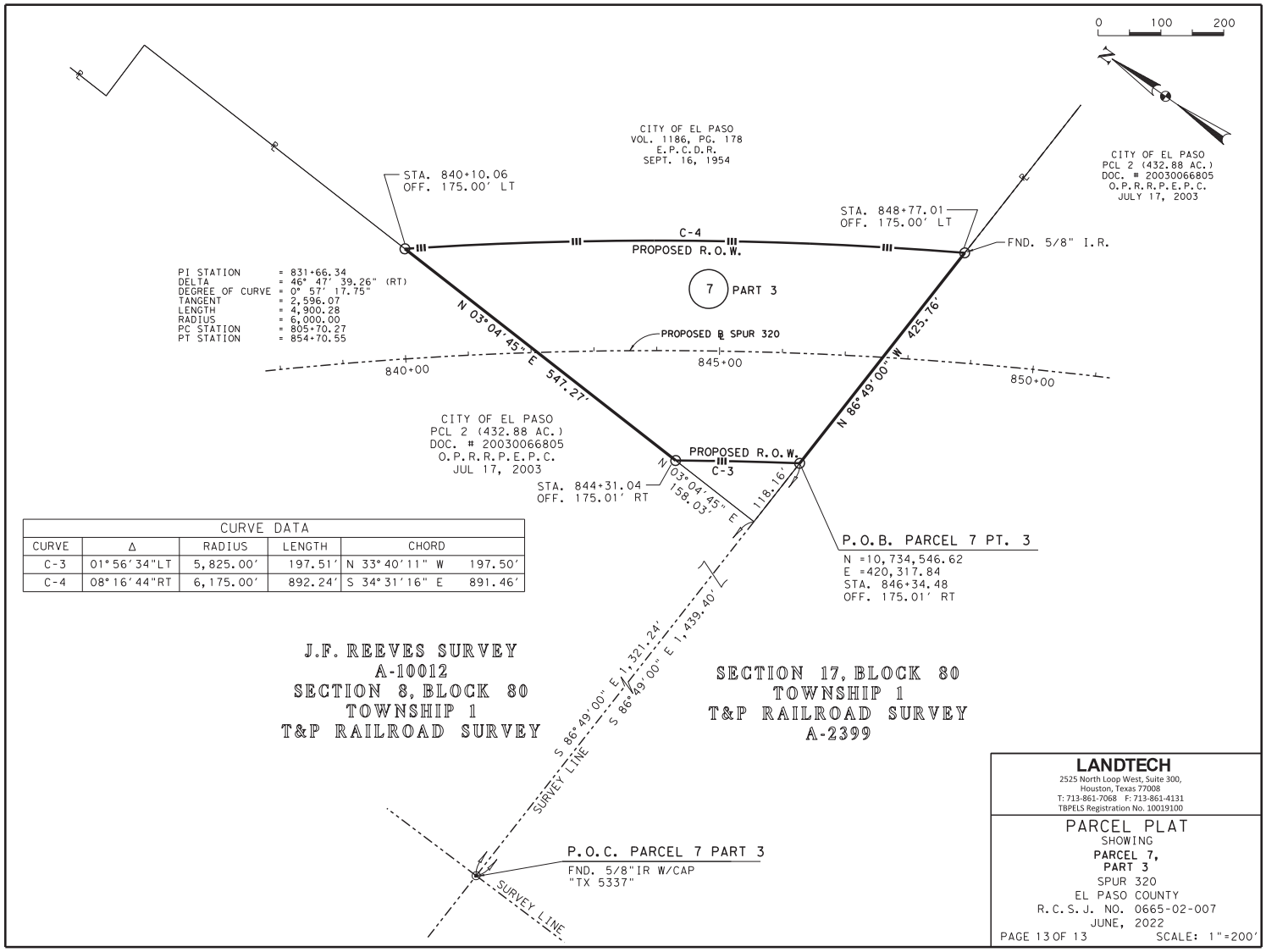


CURVE DATA					
CURVE	Δ	RADIUS	LENGTH	CHORD	
C-1	08°01'36"RT	6,175.00'	865.06'	S 51°06'24" E	864.35'
C-2	01°36'54"LT	5,825.00'	164.19'	N 52°03'52" W	164.18'

LANDTECH
2525 North Loop West, Suite 300,
Houston, Texas 77008
T: 713-861-7068 F: 713-861-4131
TBPELS Registration No. 10019100

PARCEL PLAT
SHOWING
PARCEL 7, PART 2
SPUR 320
EL PASO COUNTY
R.C.S.J. NO. 0665-02-007
JUNE, 2022
PAGE 12 OF 13 SCALE: 1"=200'

Exhibit A



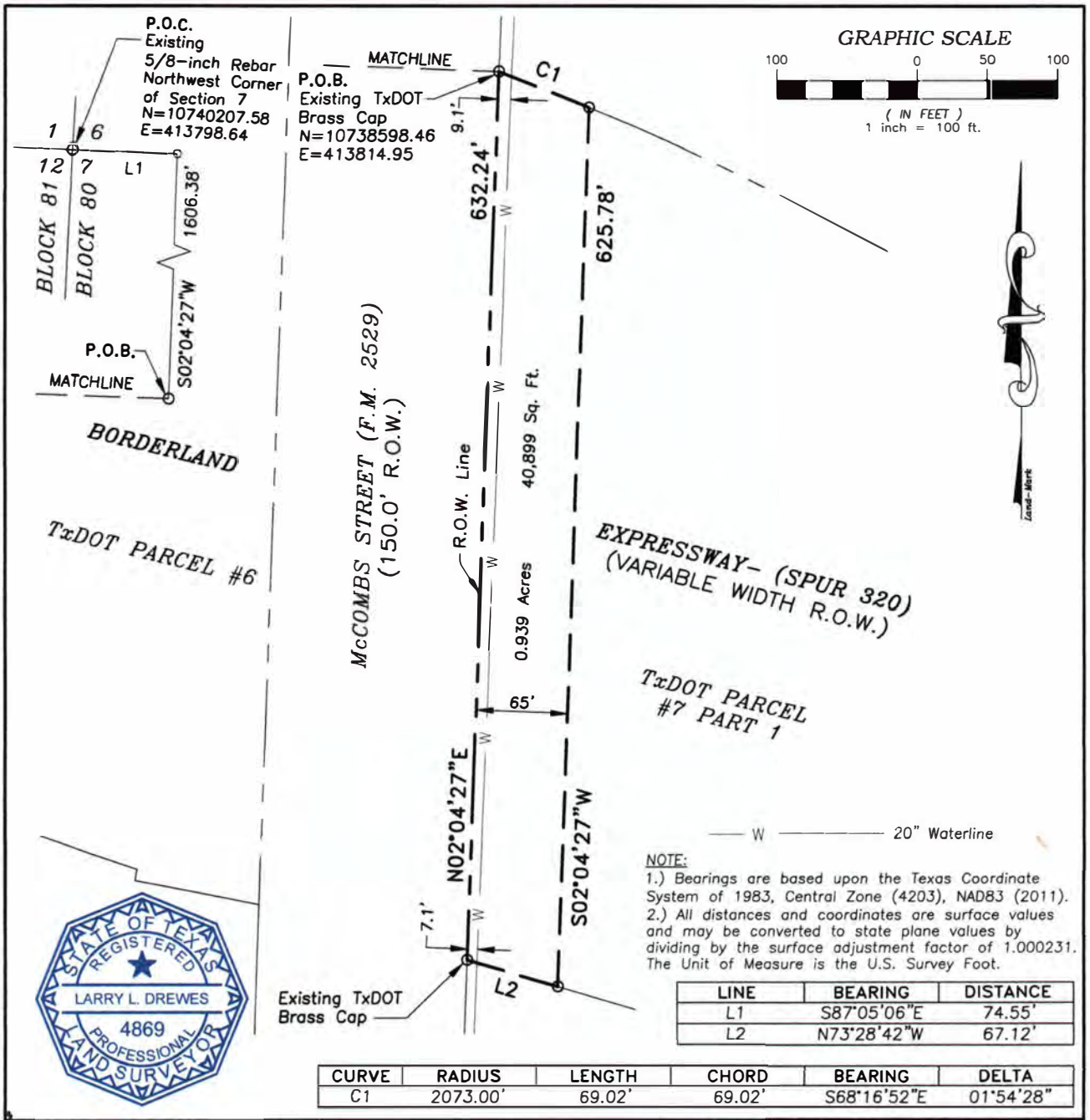
CURVE DATA				
CURVE	Δ	RADIUS	LENGTH	CHORD
C-3	01°56'34"LT	5,825.00'	197.51'	N 33°40'11" W 197.50'
C-4	08°16'44"RT	6,175.00'	892.24'	S 34°31'16" E 891.46'

LANDTECH
2525 North Loop West, Suite 300,
Houston, Texas 77008
T: 713-861-7068 F: 713-861-4131
TBPELS Registration No. 10019100

PARCEL PLAT
SHOWING
PARCEL 7, PART 3
SPUR 320
EL PASO COUNTY
R.C.S.J. NO. 0665-02-007
JUNE, 2022
PAGE 13 OF 13 SCALE: 1"=200'

SAVE AND EXCEPT from the preceding Property Description of Parcel 7 (P00066031), a reservation of an easement for water and wastewater purposes as set forth hereinafter as Easement D.

Exhibit A



STATE OF TEXAS
REGISTERED
LARRY L. DREWES
4869
PROFESSIONAL
LAND SURVEYOR

NOTE:
1.) Bearings are based upon the Texas Coordinate System of 1983, Central Zone (4203), NAD83 (2011).
2.) All distances and coordinates are surface values and may be converted to state plane values by dividing by the surface adjustment factor of 1.000231. The Unit of Measure is the U.S. Survey Foot.

LINE	BEARING	DISTANCE
L1	S87°05'06"E	74.55'
L2	N73°28'42"W	67.12'

CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	2073.00'	69.02'	69.02'	S68°16'52"E	01°54'28"

I hereby certify that the foregoing easement survey was made by me or under my supervision.

Larry L. Drewes, R.P.L.S.
Texas 4869 N.M. 11402

Plat of Survey

EASEMENT D

A PORTION OF SECTION 7, BLOCK 80, TOWNSHIP 1, TEXAS AND PACIFIC RAILROAD COMPANY SURVEYS, EL PASO COUNTY, TEXAS

Land-Mark Professional Surveying, Inc.
1420 Bessemer Drive, Suite 'A'
El Paso, Texas 79936
(915) 598-1300
Texas Licensed Surveying Firm
Registration Number 10125900
email: Larry@Land-marksurvey.com
"Serving Texas, New Mexico and Arizona"

Job No. 24-02-33619-D | Scale: 1" = 100' | Date: December 12, 2024

Land-Mark Professional Surveying, Inc.

"Serving Texas, New Mexico & Arizona"

METES AND BOUNDS DESCRIPTION

EASEMENT "D"

A PORTION OF SECTION 7, BLOCK 80, TOWNSHIP 1, TEXAS AND PACIFIC RAILROAD COMPANY SURVEYS, EL PASO COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

COMMENCING, for reference, at the northwest corner of Section 7, Block 80, Township 1, Texas and Pacific Railroad Company Surveys; **THENCE**, South 87°05'06" East, with the northerly section line of said Section 7, a distance of 74.55 feet to a point lying in the easterly right-of-way line of McCombs Street (F.M. 2529); **THENCE**, South 02°04'27" West, with said easterly right-of-way line, a distance of 1606.38 feet to an existing TxDOT brass cap lying in the proposed northeasterly right-of-way line of Borderland Expressway (Spur 320) for the **POINT OF BEGINNING** of this parcel description; said corner has a coordinate value of N=10,738,598.46 feet and E=413,814.95 feet;

THENCE, southeasterly with the arc of a curve to the right and with said proposed northeasterly right-of-way line, a distance of 69.02 feet to a point, for a corner of this parcel; Said curve having a radius of 2073.00 feet, a central angle of 01°54'28", and a chord which bears South 68°16'52" East, a distance of 69.02 feet;

THENCE, South 02°04'27" West, a distance of 625.78 feet to a point lying in the proposed southwesterly right-of-way line of Borderland Expressway (Spur 320), for a corner of this parcel;

THENCE, North 73°28'42" West, with said proposed southwesterly right-of-way line, a distance of 67.12 feet to an existing TxDOT brass cap lying in said easterly right-of-way line of McCombs Street, for a corner of this parcel;

THENCE, North 02°04'27" East, with said easterly right-of-way line, a distance of 632.24 feet to the **POINT OF BEGINNING**;

Said parcel contains 0.939 Acres (40,899 Square feet) more or less.

Notes:
1.) Bearings are based upon the Texas Coordinate System of 1983, Central Zone (4203), NAD83 (2011).
2.) All distances and coordinates are surface values and may be converted to state plane values by dividing by the surface adjustment factor of 1.000231. The Unit of Measure is the U.S. Survey Foo

Larry L. Drewes, RPLS
Texas License No. 4869
Job Number 33619-D
December 12, 2024

STATE OF TEXAS
REGISTERED
LARRY L. DREWES
4869
PROFESSIONAL
LAND SURVEYOR

1420 Bessemer • El Paso, Texas 79936
Tel. (915) 598-1300 • Fax (915) 598-1221 • Email address: Larry@Land-Marksurvey.com

HIGHWAY:	Spur 320
LIMITS:	From Texas and New Mexico State Line to Loop 375
COUNTY:	El Paso
ACCOUNT NO.:	
ROW CSJ:	0665-02-007
OWNER:	The City of El Paso (for the El Paso Water Utilities Public Service Board)

Property Description for Parcel 8

Being a total of 2,642,974 square feet or 60.6743 acres of land, situated in the Texas and Pacific Railroad Company Survey Abstract No. 2405, Section 7, Block 80, Township 1, Texas and Pacific Railroad Company Survey Abstract No. 2399, Section 17, Block 80, Township 1 and the J. F. Reeves Survey, Abstract No. 10012, Section 8, Block 80, Township 1, Texas and Pacific Railroad Company Surveys, El Paso County, Texas and being part of a tract of land conveyed to City of El Paso (for the El Paso Water Utilities Public Service Board) by Document No. 20030066805 recorded in the Official Public Records of Real Property El Paso County (O.P.R.R.P.E.P.C.) and being more particularly described by metes and bounds in three (3) parts as follows;

Part 1:

Being 520,531 square feet or 11.9497 acres of land out of a 44.6 acre tract of land known as Parcel 1 as conveyed to The City of El Paso by said Document No. 20030066805, situated in said Texas and Pacific Railroad Company Survey, Abstract No. 2405, Section 7, Block 80, Township 1, Texas and Pacific Railroad Company Surveys, El Paso County, Texas;

COMMENCING, at a 5/8-inch iron rod with plastic cap stamped “TX 5337” found for the common corner of said Sections 7 and 8, Block 80, Township 1, Texas and Pacific Railroad Company Surveys, same being an interior corner of a called 432.88 acre tract of land known as Parcel 2 as conveyed to The City of El Paso by said Document No. 20030066805, O.P.R.R.P.E.P.C.;

THENCE, North 02º04’15” East, with the common boundary of said Sections 7 and 8, Block 80, at a distance of 1,322.25 feet pass the common corner of said City of El Paso Parcel 1 and Parcel 2 and a tract of land conveyed to the City of El Paso by deed recorded in Volume 1186, Page 178, El Paso County Deed Records (E.P.C.D.R.) continuing for a total distance of 1,418.43 feet to a 5/8-inch iron rod with TxDOT aluminum cap found on the southerly right-of-way line of the proposed Spur 320 and beginning of a curve to the left for the **POINT OF BEGINNING** of the herein described parcel and beginning of a Denial of Access Line, having coordinates of N=10,736,044.05 and E=418,931.93, located 175.03 feet right of proposed Spur 320 Baseline Station 825+21.92;

1. **THENCE**, with said proposed southerly right-of-way and Denial of Access Line, said curve to the left, having a radius of 5,825.00 feet, an arc length of 1,499.04 feet, a central angle of 14 degrees 44 minutes 41 seconds, and a chord which bears North 60º14'40" West, a distance of 1,494.91 feet to a 5/8-inch iron rod with TxDOT aluminum cap found on the common boundary of said Parcel 1, City of El Paso tract and said City of El Paso tract recorded in Volume 1186, Page 178, E.P.C.D.R., for the end of said curve to the left and a westerly corner of the herein described parcel and the end of said Denial of Access Line, located 175.05 feet right of proposed Spur 320 Baseline Station 809+77.83;

2. **THENCE,** North 02º03'41" East, with the common boundary of said City of El Paso tracts, a distance of 371.85 feet to a 5/8-inch iron rod with TxDOT aluminum cap found on the northerly right-of-way of said proposed Spur 320, at the beginning of a curve to the right for the most northerly corner herein described parcel and beginning of a Denial of Access Line, located 175.00 feet left of proposed Spur 320 Baseline Station 808+52.34;

3. **THENCE,** with said proposed northerly right-of-way and Denial of Access Line said curve to the right having a radius of 6,175.00 feet, an arc length of 1,475.93 feet, a central angle of 13 degrees 41 minutes 41 seconds, and a chord which bears South 61º58'02" East, a distance of 1,472.42 feet to a 5/8-inch iron rod with TxDOT aluminum cap found on the common boundary of Sections 7 and said Block 80 and the common boundary of the aforesaid City of El Paso tracts for the end of said curve to the right and end of said Denial of Access Line for a northerly corner of the herein described parcel, located 175.00 feet left of proposed Spur 320 Baseline Station 822+86.44;

4. **THENCE,** South 02º04'15" West, with the common boundary of said Sections 7 and 8, and the common boundary of same City of El Paso tracts, a distance of 421.81 feet to the **POINT OF BEGINNING** and containing 520,531 square feet or 11.9497 acres of land.

Part 2:

Being 513,564 square feet or 11.7898 acres of land, out of a 432.88 acre tract of land known as Parcel 2 as conveyed to City of El Paso (for the El Paso Water Utilities Public Service Board) by said Document No. 20030066805 O.P.R.R.P.E.P.C., situated in said J. F. Reeves Survey, Abstract No. 10012, Texas and Pacific Railroad Company Surveys, El Paso County, Texas;

COMMENCING, at a 5/8-inch iron rod with plastic cap stamped "TX 5337" found for the common corner of Sections 8 and 17, Block 80, Township 1, said Texas and Pacific Railroad Company Surveys, same being an interior corner of said Parcel 2, City of El Paso tract;

THENCE, South 86º49'00" East, with the common boundary of Sections 8 and 17, said Block 80, a distance of 1,321.23 feet to the common corner of said City of El Paso Parcel 2 and said City of El Paso tract recorded in Volume 1186, Page 178, E.P.C.D.R.;

THENCE, North 03º04’45” East, with the common boundary of said City of El Paso tracts, a distance of 158.03 feet to a 5/8-inch iron rod with TxDOT aluminum cap found on the southerly right-of-way line of the proposed Spur 320 and beginning of a curve to the left for the **POINT OF BEGINNING** of the herein described parcel and beginning of a Denial of Access Line, having coordinates of N=10,734,710.98 and E=420,208.35, located 175.01 feet right of proposed Spur 320 Baseline Station 844+31.04;

1. **THENCE,** with said proposed southerly right-of-way and Denial of Access Line, said curve to the left, having a radius of 5,825.00 feet, an arc length of 1,265.25 feet, a central angle of 12 degrees 26 minutes 43 seconds, and a chord which bears North 40º51’50” West, a distance of 1,262.76 feet to a TxDOT Type II brass cap monument found for a southerly corner of the herein described parcel, located 175.03 feet right of proposed Spur 320 Baseline Station 831+27.78;

2. **THENCE,** South 40º37’12” West, with said proposed southerly right-of-way and Denial of Access Line, a distance of 243.31 feet to a TxDOT Type II brass cap monument found for a southerly corner of the herein described parcel, located 418.13 feet right of proposed Spur 320 Baseline Station 831+38.25;

3. **THENCE,** North 48º55’04” West, continuing with said proposed southerly right-of-way and Denial of Access Line, a distance of 249.68 feet to a TxDOT Type II brass cap monument found for a southerly corner of the herein described parcel, located 420.97 feet right of proposed Spur 320 Baseline Station 828+69.79;

4. **THENCE,** North 41º04’56” East, continuing with said proposed southerly right-of-way and Denial of Access Line, a distance of 245.95 feet to a TxDOT Type II brass cap monument found at the beginning of a curve to the left, for a southerly corner of the herein described parcel, located 175.03 feet right of proposed Spur 320 Baseline Station 828+72.58;

5. **THENCE,** with said proposed southerly right-of-way and Denial of Access Line, said curve to the left, having a radius of 5,825.00 feet, an arc length of 176.25 feet, a central angle of 01 degrees 44 minutes 01 seconds, and a chord which bears North 50º23’24” West, a distance of 176.24 feet to a 5/8-inch iron rod with TxDOT aluminum cap found on the common boundary of said City of El Paso Parcel 2 and said City of El Paso tract recorded in Volume 1186, Page 178, E.P.C.D.R, for the end of said curve to the left and said Denial of Access Line, and a northerly corner of the herein described parcel, located 175.03 feet right of proposed Spur 320 Baseline Station 826+91.04;

6. **THENCE,** South 87º55’30” East, with the common boundary of the aforesaid City of El Paso tracts, a distance of 558.86 feet to a 5/8-inch iron rod with TxDOT aluminum cap found on the northerly right-of-way of said proposed Spur 320, at the beginning of a curve to the right for northerly corner of the herein described parcel and beginning of a Denial of Access Line, located 175.00 feet left of proposed Spur 320 Baseline Station 831+26.98;

7. **THENCE,** with said proposed northerly right-of-way and Denial of Access Line, said curve to the right having a radius of 6,175.00 feet, an arc length of 908.84 feet, a central angle of 08 degrees 25 minutes 58 seconds, and a chord which bears South 42º52'37" East, a distance of 908.02 feet to a 5/8-inch iron rod with TxDOT aluminum cap found on the common boundary of same City of El Paso tracts for an easterly corner of the herein described parcel and end of said curve to the right and Denial of Access Line, located 175.00 feet left of proposed Spur 320 Baseline Station 840+10.06;

8. **THENCE,** South 03º04'45" West, with the common boundary of said City of El Paso tracts, a distance of 547.27 feet to the **POINT OF BEGINNING** and containing 513,564 square feet or 11.7898 acres of land.

Part 3:

Being 1,608,879 square feet or 36.9348 acres of land, out of said 432.88 acre tract of land known as Parcel 2 as conveyed to The City of El Paso (for the El Paso Water Utilities Public Service Board) by Document No. 20030066805, situated in Texas and Pacific Railroad Company Survey, Abstract No. 2399, Section 17, Block 80, Township 1, Texas and Pacific Railroad Company Surveys, El Paso County, Texas;

COMMENCING, at a 5/8-inch iron rod with plastic cap stamped "TX 5337" found for the common corner of Sections 8 and 17, Block 80, Township 1, said Texas and Pacific Railroad Company Surveys, same being an interior corner of said City of El Paso Parcel 2;

THENCE, South 86º49'00" East, with the common boundary of Sections 8 and 17, said Block 80, at a distance of 1,321.23 feet pass the common corner of said Parcel 2 City of El Paso tract and said City of El Paso tract recorded in Volume 1186, Page 178, E.P.C.D.R., continuing with the aforesaid City of El Paso tracts, for a total distance of 1,439.40 feet to a 5/8-inch iron rod with TxDOT aluminum cap found on the westerly right-of-way line of the proposed Spur 320 and end of a Denial of Access Line, for a northerly corner and **POINT OF BEGINNING** of the herein described parcel, having coordinates of N=10,734,546.62 and E=420,317.84, located 175.01 feet right of proposed Spur 320 Baseline Station 846+34.48;

1. **THENCE,** South 86º49'00" East, with the common boundary of Sections 8 and 17, said Block 80 and the common boundary of said City of El Paso tracts a distance of 425.76 feet to a 5/8-inch iron rod found on the easterly right-of-way line of said proposed Spur 320, at the beginning of a curve to the right for a northerly corner of the herein described parcel and beginning of a Denial of Access Line, located 175.00 feet left of proposed Spur 320 Baseline Station 848+77.01;

2. **THENCE,** with said proposed easterly right-of-way and Denial of Access Line, said curve to the right, having a radius of 6,175.00 feet, an arc length of 610.85 feet, a central angle of 05 degrees 40 minutes 04 seconds, and a chord which bears South 27º32’52” East, a distance of 610.60 feet to a TxDOT Type II brass cap monument found for an easterly corner of the herein described parcel, located 175.00 feet left of proposed Spur 320 Baseline Station 854+70.55;
3. **THENCE,** South 24º42’50” East, with said proposed easterly right-of-way and Denial of Access Line, a distance of 1,537.83 feet to a TxDOT Type II brass cap monument found for an easterly corner and beginning of a curve to the right of the herein described parcel, located 175.00 feet left of proposed Spur 320 Baseline Station 870+08.39;

4. **THENCE,** with said proposed easterly right-of-way and Denial of Access Line, said curve to the right, having a radius of 3,023.00 feet, an arc length of 319.39 feet, a central angle of 06 degrees 03 minutes 13 seconds, and a chord which bears South 27º35’11” East, a distance of 319.24 feet to a TxDOT Type II brass cap monument found for an easterly corner of the herein described parcel, located 191.00 feet left of proposed Spur 320 Baseline Station 873+27.23;

CONTINUING, with said proposed easterly right-of-way and Denial of Access Line the following calls, each to a TxDOT Type II brass cap monument found for an easterly corner of the herein described parcel;

5. **THENCE,** South 26º28’35” East, a distance of 520.00 feet, located 206.99 feet left of proposed Spur 320 Baseline Station 878+46.98;

6. **THENCE,** South 24º42’53” East, a distance of 440.60 feet, located 207.00 feet left of proposed Spur 320 Baseline Station 882+87.58;

7. **THENCE,** South 23º15’32” East, a distance of 175.15 feet, located 202.55 feet left of proposed Spur 320 Baseline Station 884+62.68;

8. **THENCE,** North 66º58’59” East, a distance of 17.33 feet, located 219.87 feet left of proposed Spur 320 Baseline Station 884+63.19;

9. **THENCE,** South 23º00’57” East, a distance of 62.32 feet, located 218.03 feet left of proposed Spur 320 Baseline Station 885+25.49;

10. **THENCE,** South 66º59’01” West, a distance of 17.07 feet, located 200.97 feet left of proposed Spur 320 Baseline Station 885+24.98;

11. **THENCE,** South 23º15’26” East, a distance of 231.35 feet, located 195.08 feet left of proposed Spur 320 Baseline Station 887+56.26;

12. **THENCE,** North 65º17’11” East, a distance of 22.85 feet, located 217.94 feet left of proposed Spur 320 Baseline Station 887+56.26;

13. **THENCE,** South 26º04’34” East, continuing with said proposed easterly right-of-way and Denial of Access Line, a distance of 79.90 feet to a TxDOT Type II brass cap monument found on the northerly right-of-way line of U.S. Highway 54, a 400.00 feet wide right-of-way as described by deed recorded in Volume 1202, Page 2447, E.P.C.D.R., for an easterly corner of the herein described parcel and end of said Denial of Access Line, located 219.84 feet left of proposed Spur 320 Baseline Station 888+36.13;

14. **THENCE,** South 51º37’39” West, with the northerly right-of-way of said U.S. Highway 54, a distance of 468.60 feet to a TxDOT Type II brass cap monument found on the westerly right-of-way line of the proposed Spur 320 for the most southerly corner of the herein described parcel and beginning of a Denial of Access Line, located 235.52 feet right of proposed Spur 320 Baseline station 889+46.79;

15. **THENCE,** North 24º42’50” West, with said proposed westerly right-of-way of the proposed Spur 320 and Denial of Access Line, a distance of 78.21 feet to a TxDOT Type II brass cap monument found for a westerly corner of the herein described parcel, located 235.52 feet right of proposed Spur 320 Baseline Station 888+68.58;

16. **THENCE,** North 65º17’18” East, with said proposed westerly right-of-way and Denial of Access Line, a distance of 12.61 feet to a TxDOT Type II brass cap monument found for a westerly corner of the herein described parcel, located 222.90 feet right of proposed Spur 320 Baseline Station 888+68.58;

17. **THENCE,** North 24º42’50” West, continuing with said proposed westerly right-of-way and Denial of Access Line, a distance of 333.76 feet to a TxDOT Type II brass cap monument found for a westerly corner of the herein described parcel, located 222.90 feet right of proposed Spur 320 Baseline Station 885+34.82;

18. **THENCE,** South 65º17’05” West, continuing with said proposed westerly right-of-way and Denial of Access Line, a distance of 10.00 feet to a TxDOT Type II brass cap monument found for a westerly corner of the herein described parcel, located 232.90 feet right of proposed Spur 320 Baseline Station 885+34.82;

19. **THENCE,** North 24º42’50” West, continuing with said proposed westerly right-of-way and Denial of Access Line, a distance of 62.34 feet to a TxDOT Type II brass cap monument found for a westerly corner of the herein described parcel, located 232.90 feet right of proposed Spur 320 Baseline Station 884+72.48;

20. **THENCE,** North 65º26’38” East, continuing with said proposed westerly right-of-way and Denial of Access Line, a distance of 10.01 feet to a TxDOT Type II brass cap monument found at the beginning of a curve to the right for a westerly corner of the herein described parcel, located 222.90 feet right of proposed Spur 320 Baseline Station 884+72.50;

21. **THENCE,** continuing with said proposed westerly right-of-way and Denial of Access Line, said curve to the right, having a radius of 2,118.94 feet, an arc length of 162.19 feet, a central angle of 04 degrees 23 minutes 08 seconds, and a chord which bears North 22º21'48" West, a distance of 162.15 feet to a TxDOT Type II brass cap monument found for a westerly corner of the herein described parcel, located 216.25 feet right of proposed Spur 320 Baseline Station 883+10.49;

22. **THENCE,** North 20º07'53" West, continuing with said proposed westerly right-of-way and Denial of Access Line, a distance of 120.17 feet to a TxDOT Type II brass cap monument found for a westerly corner of the herein described parcel, located 206.65 feet right of proposed Spur 320 Baseline Station 881+90.70;

23. **THENCE,** North 18º44'56" West, continuing with said proposed westerly right-of-way and Denial of Access Line, a distance of 252.41 feet to a TxDOT Type II brass cap monument concrete found at the beginning of a curve to the left for a westerly corner of the herein described parcel, located 180.41 feet right of proposed Spur 320 Baseline Station 879+39.66;

24. **THENCE,** with said proposed westerly right-of-way and Denial of Access Line, said curve to the left, having a radius of 1,000.00 feet, an arc length of 104.11 feet, a central angle of 05 degrees 57 minutes 55 seconds, and a chord which bears North 21º43'52" West, a distance of 104.06 feet to a TxDOT Type II brass cap monument found for a westerly corner of the herein described parcel, located 175.00 feet right of proposed Spur 320 Baseline Station 878+35.74;

25. **THENCE,** North 24º42'49" West, continuing with said proposed westerly right-of-way and Denial of Access Line, a distance of 110.49 feet to a TxDOT Type II brass cap monument concrete found for a westerly corner of the herein described parcel, located 175.00 feet right of proposed Spur 320 Baseline Station 877+25.25;

26. **THENCE,** South 66º56'07" West, continuing with said proposed westerly right-of-way and Denial of Access Line, a distance of 283.18 feet to a TxDOT Type II brass cap monument concrete found for a westerly corner of the herein described parcel, located 458.06 feet right of proposed Spur 320 Baseline Station 877+17.10;

27. **THENCE,** North 23º03'53" West, continuing with said proposed westerly right-of-way and Denial of Access Line, a distance of 272.00 feet to a TxDOT Type II brass cap monument concrete found for a westerly corner of the herein described parcel, located 450.23 feet right of proposed Spur 320 Baseline Station 874+45.22;

28. **THENCE,** North 66º56'07" East, continuing with said proposed westerly right-of-way and Denial of Access Line, a distance of 275.34 feet to a TxDOT Type II brass cap monument concrete found for a westerly corner of the herein described parcel, located 175.00 feet right of proposed Spur 320 Baseline Station 874+53.14;

29. **THENCE,** North 24º42'50" West, continuing with said proposed westerly right-of-way and Denial of Access Line, a distance of 1,982.59 feet to a TxDOT Type II brass cap monument concrete found at the beginning of a curve to the left for a westerly corner of the herein described parcel, located 175.00 feet right of proposed Spur 320 Baseline Station 854+70.55;

30. **THENCE,** continuing with said proposed westerly right-of-way of the proposed Spur 320 and Denial of Access Line, said curve to the left, having a radius of 5,825.00 feet, an arc length of 811.69 feet, a central angle of 07 degrees 59 minutes 02 seconds, and a chord which bears North 28º42'24" West, a distance of 811.03 feet to the **POINT OF BEGINNING** and containing 1,608,879 square feet or 36.9348 acres of land, and containing a combined 2,642,974 square feet or 60.6743 acres of land within Parts 1, 2 & 3.

Note: Survey Plat to accompany this legal description.

Note: Access is prohibited across the "Denial of Access Line" to the highway facility from the remainder of the abutting property.

Bearings and coordinates are based upon the Texas Coordinate System of 1983, Central Zone (4203), NAD 83(2011) and are referenced to the TxDot RTN, Mount point NAD83_(2010)-West_VRS_RTCM. All distances and coordinates shown are surface values and may be converted to state plane values by dividing by the surface adjustment factor of 1.000231. The Unit of Measure is the U.S. Survey Foot.

I, Scott M. Fertak, a Registered Professional Land Surveyor, do hereby certify that this property description is a true and correct representation of a survey made on the ground, under my direction and supervision.

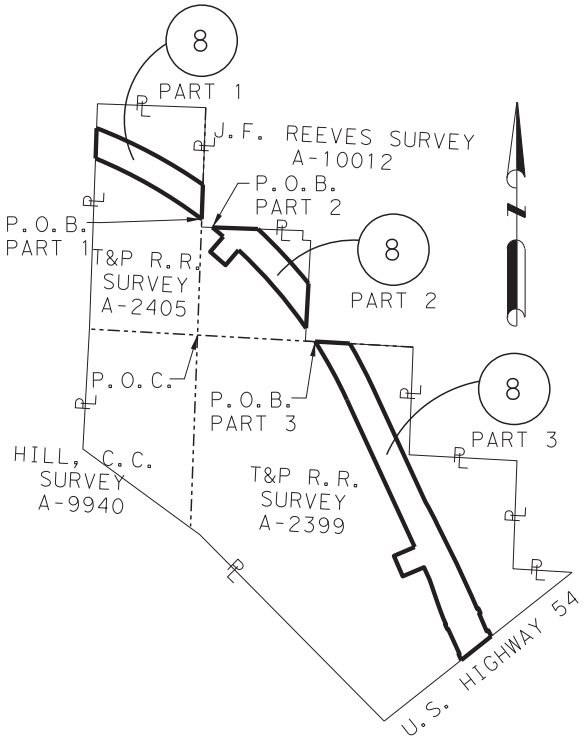


14 July 2022

Scott M. Fertak
Registered Professional Land Surveyor
No. 5257

LEGEND

E.P.C.P.R. - EL PASO COUNTY PLAT RECORDS
E.P.C.D.R. - EL PASO COUNTY DEED RECORDS
O.P.R.R.P.E.C. - OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF EL PASO COUNTY
OVERHEAD UTILITIES — OU —
EXIST. ROW LINE
PROPERTY LINE — PL —
DENIAL OF ACCESS LINE — III —
SURVEY LINE
FENCE — x — x —
CITY LIMITS
U.E. - UTILITY EASEMENT
A.E. - AERIAL EASEMENT
B.L. - BUILDING LINE
I.R. - IRON ROD
I.P. - IRON PIPE
■ SET TXDOT TYPE II MON. (UNLESS OTHERWISE NOTED)
□ FOUND TXDOT TYPE II MON.
● SET 5/8" I.R. W/TXDOT ALUM. CAP
○ FND 5/8" I.R. W/TXDOT ALUM. CAP (UNLESS OTHERWISE NOTED)



PARENT TRACT INSET FOR
PARCEL NO. 8 PARTS 1-3

N.T.S.

AREA TABLE (ACRES)				
PARTS	EXISTING AC.	TAKING AC./S.F.	REMAINDER AC. LEFT	REMAINDER AC. RIGHT
1		11.9497 520,531		
2		11.7898 513,564		
3		36.9348 1,608,879		

NOTES:

1) ALL BEARINGS AND COORDINATES ARE SURFACE AND IN U.S. SURVEY FEET BASED UPON THE TEXAS COORDINATE SYSTEM OF 1983 (NAD 83) STATE PLANE COORDINATES)(2011) CENTRAL ZONE (4203) WITH A SURFACE ADJUSTMENT FACTOR OF 1.00023100 (GRID X 1.00023100 = SURFACE COORDINATES) BASED UPON UTILIZING THE TxDOT EL PASO DISTRICT VIRTUAL REFERENCE NETWORK AUGUST, 2020.

2) FIELD SURVEYS PERFORMED DURING AUGUST, 2021.

3) RESEARCH FOR THIS PROJECT WAS PERFORMED AUGUST 2020.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY SUPERVISION AND THAT THIS PLAT CORRECTLY REPRESENTS THE FACTS AS FOUND AT THE TIME OF THE SURVEY.

14 July 2022

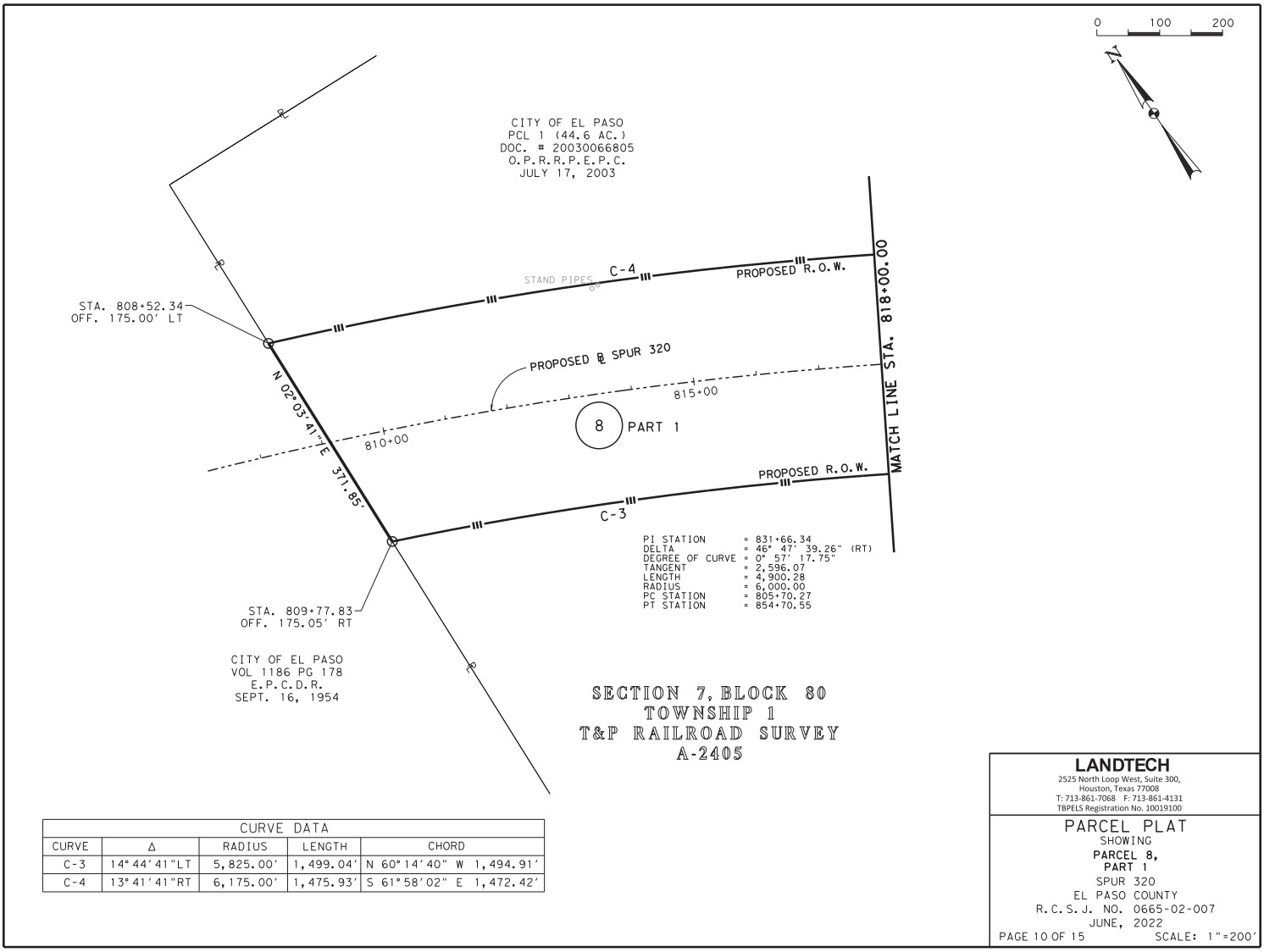
SCOTT M. FERTAK
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5257

STATE OF TEXAS
REGISTERED
SCOTT M. FERTAK
5257
PROFESSIONAL
LAND SURVEYOR

LANDTECH
2525 North Loop West, Suite 300,
Houston, Texas 77008
T: 713-861-7068 F: 713-861-4131
TBPELS Registration No. 10019100

PARCEL PLAT
SHOWING
PARCEL 8
SPUR 320
EL PASO COUNTY
R.C.S.J. NO. 0665-02-007
JUNE, 2022
PAGE 9 OF 15 SCALE: N.T.S.

Exhibit A

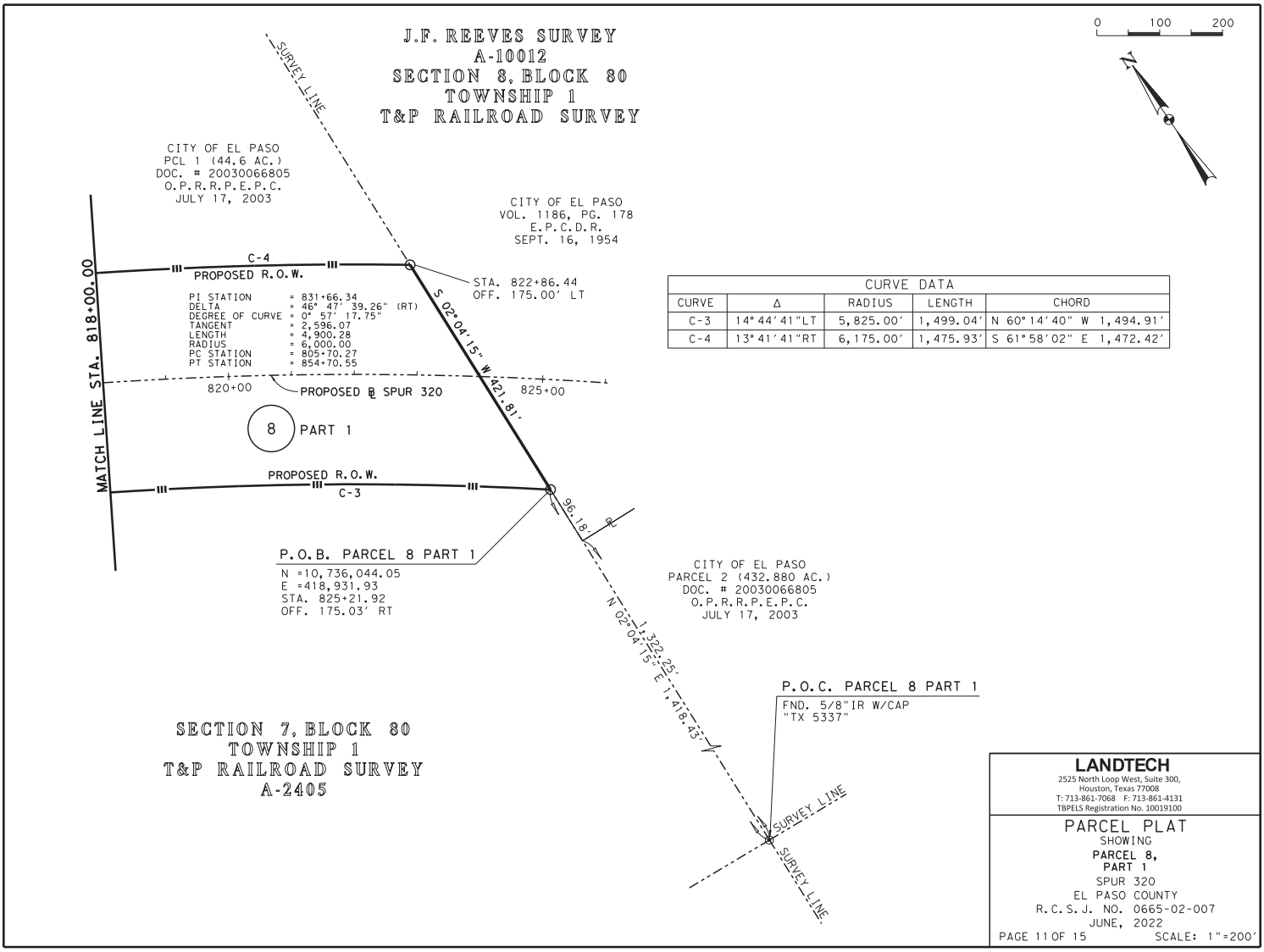


CURVE DATA				
CURVE	Δ	RADIUS	LENGTH	CHORD
C-3	14°44'41"LT	5,825.00'	1,499.04'	N 60°14'40" W 1,494.91'
C-4	13°41'41"RT	6,175.00'	1,475.93'	S 61°58'02" E 1,472.42'

LANDTECH
2525 North Loop West, Suite 300,
Houston, Texas 77008
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TBPELS Registration No. 10019100

PARCEL PLAT
SHOWING
PARCEL 8, PART 1
SPUR 320
EL PASO COUNTY
R.C.S.J. NO. 0665-02-007
JUNE, 2022
PAGE 10 OF 15 SCALE: 1"=200'

Exhibit A

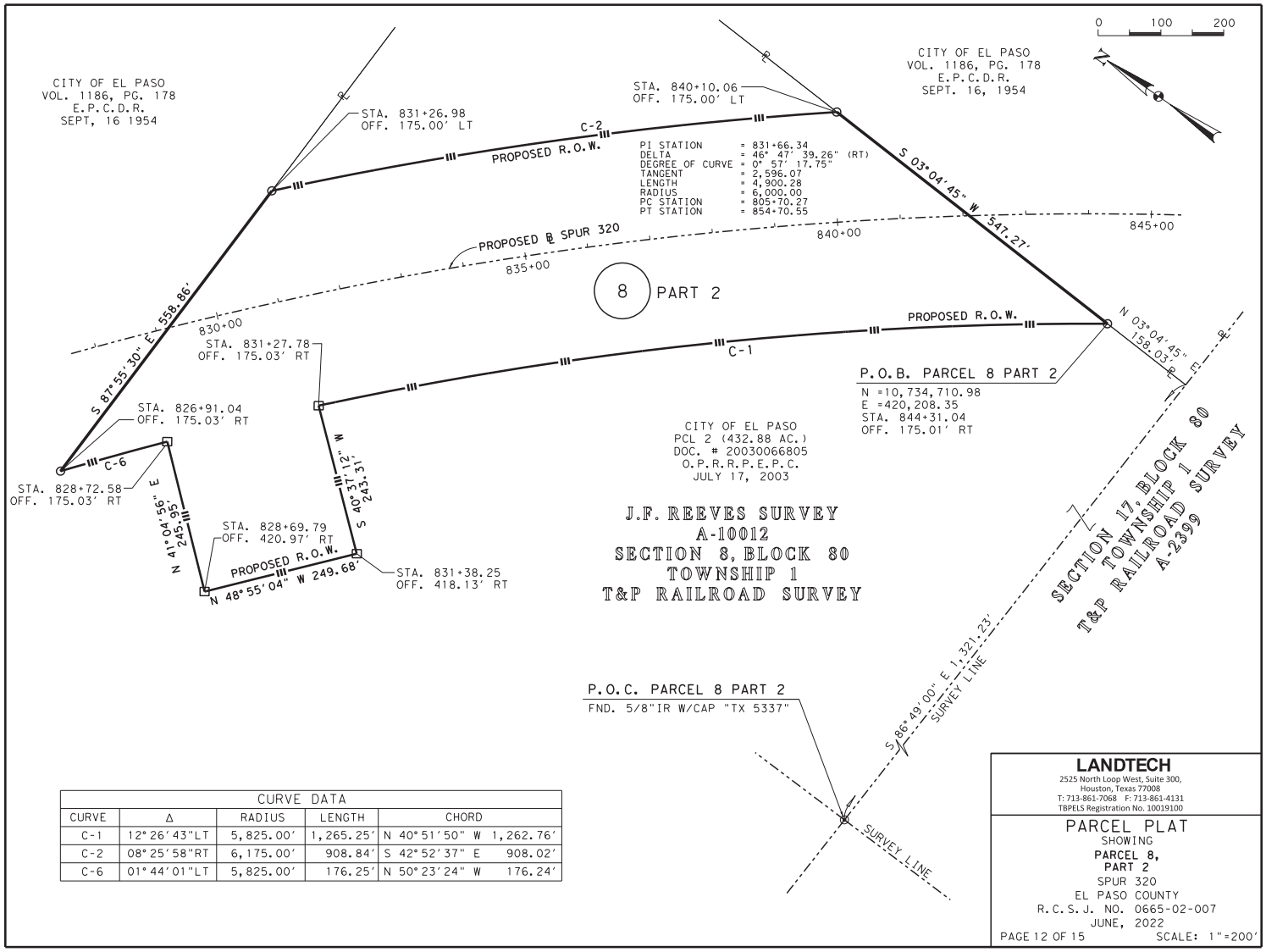


CURVE DATA				
CURVE	Δ	RADIUS	LENGTH	CHORD
C-3	14°44'41"LT	5,825.00'	1,499.04'	N 60°14'40" W 1,494.91'
C-4	13°41'41"RT	6,175.00'	1,475.93'	S 61°58'02" E 1,472.42'

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PARCEL PLAT
SHOWING
PARCEL 8, PART 1
SPUR 320
EL PASO COUNTY
R.C.S.J. NO. 0665-02-007
JUNE, 2022
PAGE 11 OF 15 SCALE: 1"=200'

Exhibit A

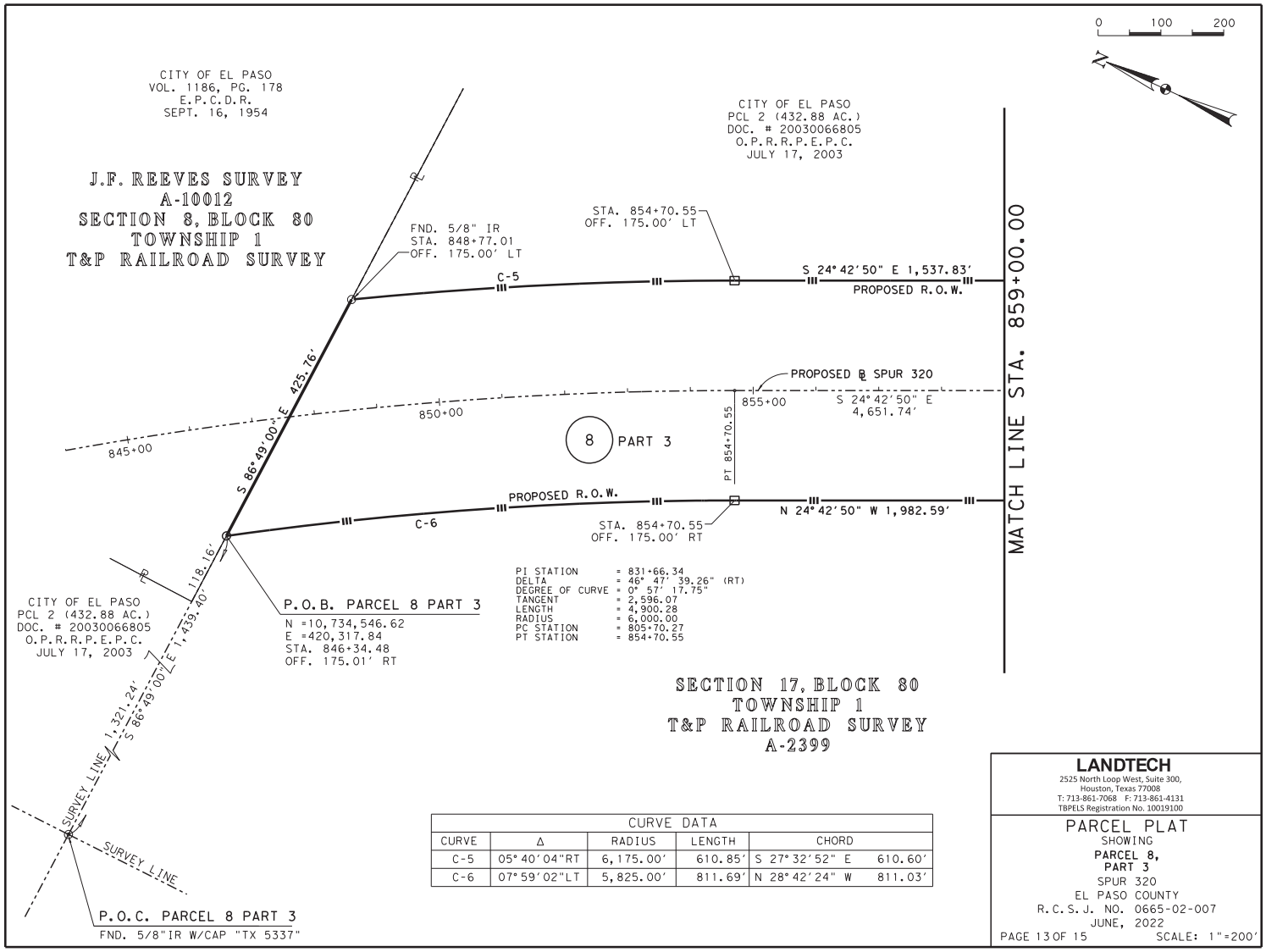


CURVE DATA				
CURVE	Δ	RADIUS	LENGTH	CHORD
C-1	12°26'43"LT	5,825.00'	1,265.25'	N 40°51'50" W 1,262.76'
C-2	08°25'58"RT	6,175.00'	908.84'	S 42°52'37" E 908.02'
C-6	01°44'01"LT	5,825.00'	176.25'	N 50°23'24" W 176.24'

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Houston, Texas 77008
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TBPELS Registration No. 10019100

PARCEL PLAT
SHOWING
PARCEL 8, PART 2
SPUR 320
EL PASO COUNTY
R.C.S.J. NO. 0665-02-007
JUNE, 2022
PAGE 12 OF 15 SCALE: 1"=200'

Exhibit A

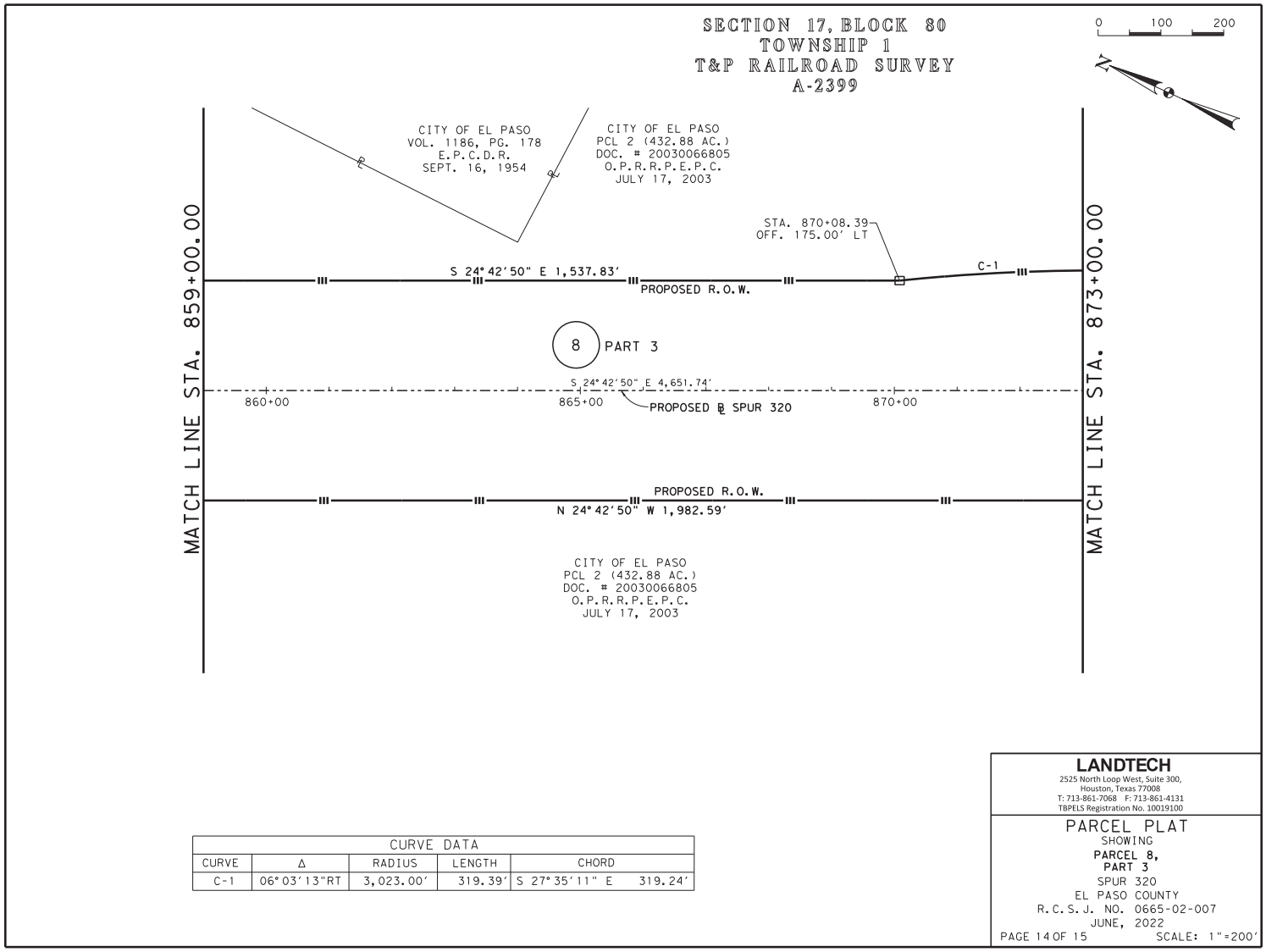


CURVE DATA					
CURVE	Δ	RADIUS	LENGTH	CHORD	
C-5	05°40'04"RT	6,175.00'	610.85'	S 27°32'52" E	610.60'
C-6	07°59'02"LT	5,825.00'	811.69'	N 28°42'24" W	811.03'

LANDTECH
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Houston, Texas 77008
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TBPELS Registration No. 10019100

PARCEL PLAT
SHOWING
PARCEL 8, PART 3
SPUR 320
EL PASO COUNTY
R.C.S.J. NO. 0665-02-007
JUNE, 2022
PAGE 13 OF 15 SCALE: 1"=200'

Exhibit A

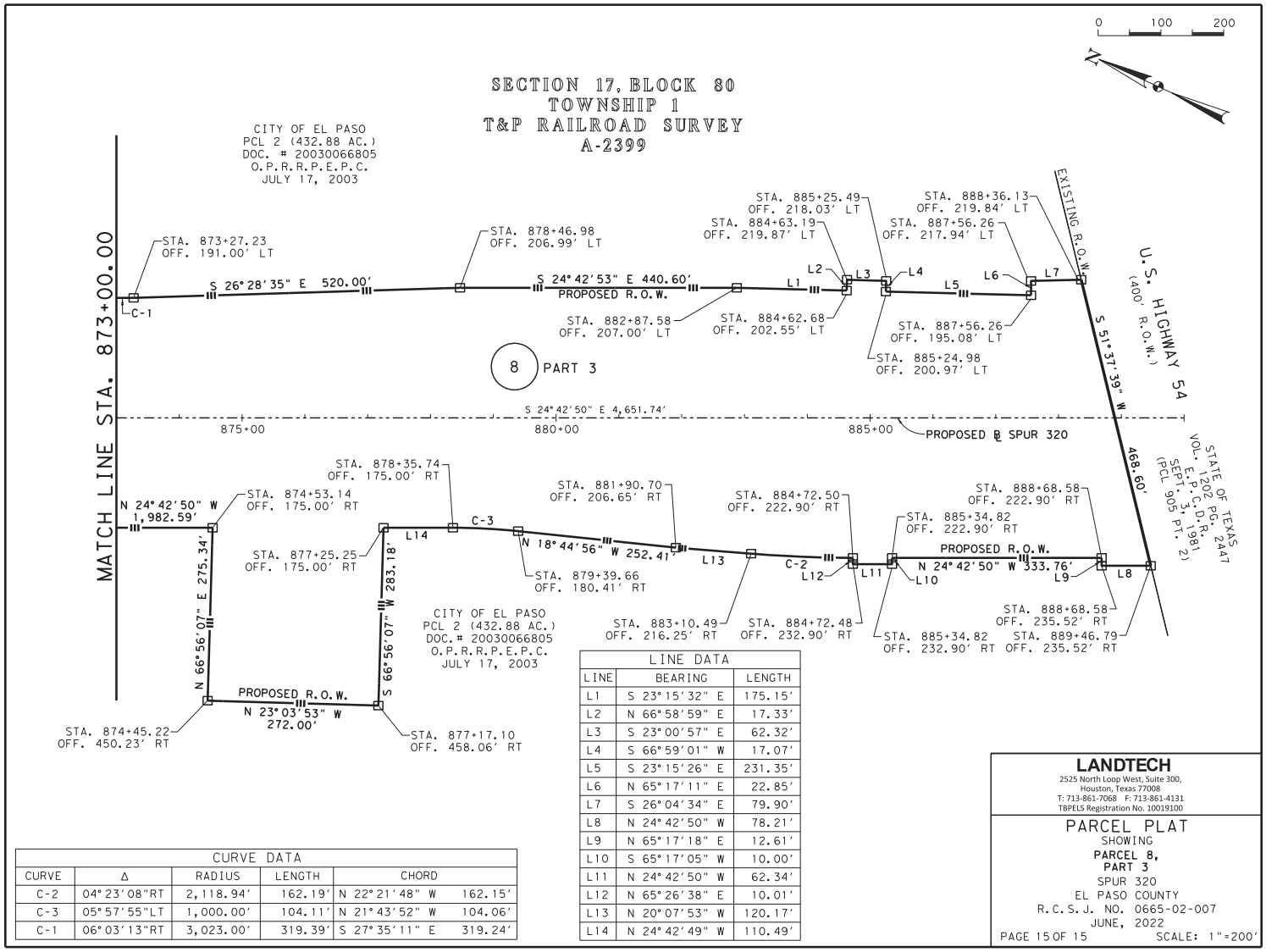


CURVE DATA				
CURVE	Δ	RADIUS	LENGTH	CHORD
C-1	06°03'13"RT	3,023.00'	319.39'	S 27°35'11" E 319.24'

LANDTECH
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PARCEL PLAT
SHOWING
PARCEL 8, PART 3
SPUR 320
EL PASO COUNTY
R.C.S.J. NO. 0665-02-007
JUNE, 2022
PAGE 14 OF 15 SCALE: 1"=200'

Exhibit A



CURVE DATA					
CURVE	Δ	RADIUS	LENGTH	CHORD	
C-2	04°23'08"RT	2,118.94'	162.19'	N 22°21'48" W	162.15'
C-3	05°57'55"LT	1,000.00'	104.11'	N 21°43'52" W	104.06'
C-1	06°03'13"RT	3,023.00'	319.39'	S 27°35'11" E	319.24'

LINE DATA		
LINE	BEARING	LENGTH
L1	S 23°15'32" E	175.15'
L2	N 66°58'59" E	17.33'
L3	S 23°00'57" E	62.32'
L4	S 66°59'01" W	17.07'
L5	S 23°15'26" E	231.35'
L6	N 65°17'11" E	22.85'
L7	S 26°04'34" E	79.90'
L8	N 24°42'50" W	78.21'
L9	N 65°17'18" E	12.61'
L10	S 65°17'05" W	10.00'
L11	N 24°42'50" W	62.34'
L12	N 65°26'38" E	10.01'
L13	N 20°07'53" W	120.17'
L14	N 24°42'49" W	110.49'

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PARCEL PLAT
SHOWING
PARCEL 8, PART 3
SPUR 320
EL PASO COUNTY
R.C.S.J. NO. 0665-02-007
JUNE, 2022
PAGE 15 OF 15 SCALE: 1"=200'

HIGHWAY: Spur 320
LIMITS: From Texas and New Mexico State Line to Loop 375
COUNTY: El Paso
ACCOUNT NO.:
ROW CSJ: 0665-02-007
OWNER: El Paso Water Utilities Board

Property Description for Parcel 10

Being 20,231 square feet or 0.4644 acres of land situated in the E. V. Newman Survey, Abstract No. 5423, Section 20, Block 80, Township 1, Texas and Pacific Railroad Company Surveys, El Paso County, Texas and being part of a 50 feet wide tract of land conveyed to El Paso Water Utilities Board by deed recorded in Volume 1263, Page 1476, El Paso County Deed Records (E.P.C.D.R.) and being more particularly described by metes and bounds as follows:

COMMENCING, at a 2-inch iron pipe found for the common easterly corner of Sections 17 and 20, Block 80, Township 1, said Texas and Pacific Railroad Company Surveys, and on a line common to said El Paso Water Utilities Board tract and Mesquite Hills Unit 8, a called 37.03 acre subdivision recorded in Document No. 20180090676, Official Public Records of Real Property El Paso County (O.P.R.R.P.E.P.C.);

THENCE, North 86º47'17" West, with the common boundary of Sections 17 and 20, said Block 80, and the common boundary of said El Paso Water Utilities Board tract and said Mesquite Hills Unit 8, a distance of 722.22 feet to a 5/8-inch iron rod with TxDOT aluminum cap found on the easterly right-of-way line of the proposed Spur 320 and beginning of a curve to the right for the northeast corner and **POINT OF BEGINNING** of the herein described parcel and beginning of a Denial of Access Line, having coordinates of N=10,729,086.34 and E=423,234.66, located 177.28 feet left of proposed Spur 320 Baseline Station 908+22.08;

1. **THENCE,** with said proposed easterly right-of-way and Denial of Access Line, said curve to the right having a radius of 2,030.00 feet, an arc length of 23.39 feet, a central angle of 00 degrees 39 minutes 36 seconds, and a chord which bears South 12º19'40" East, a distance of 23.39 feet to a 5/8-inch iron rod with TxDOT aluminum cap set for an easterly corner and beginning of a curve to the right of the herein described parcel, located 175.00 feet left of proposed Spur 320 Baseline Station 908+44.69;

2. **THENCE,** continuing with said easterly right-of-way and Denial of Access Line, said curve to the right having a radius of 6,175.00 feet, an arc length of 29.40 feet, a central angle of 00 degrees 16 minutes 22 seconds, and a chord which bears South 17º40'45" East, a distance of 29.40 feet to a 5/8-inch iron rod with TxDOT aluminum cap found on the common boundary of said El Paso Water Utilities Board tract and a City of El Paso tract, recorded in Volume 1186, Page 183, E.P.C.D.R., for the southeast corner of the herein described parcel and end of said Denial of Access Line, located 175.00 feet left of proposed Spur 320 Baseline Station 908+73.26;

3. **THENCE,** North 86º47'18" West, with the common boundary of said El Paso Water Utilities Board tract and said City of El Paso tract, a distance of 400.17 feet to a 5/8-inch iron rod with TxDOT aluminum cap found on the westerly right-of-way line of the proposed Spur 320, for the southwest corner of the herein described parcel and beginning of a Denial of Access Line, located 197.47 feet right of proposed Spur 320 Baseline Station 907+26.61;

4. **THENCE,** North 25º04'28" West, with said proposed westerly right-of-way and Denial of Access Line, a distance of 56.78 feet to a 5/8-inch iron rod with TxDOT aluminum cap found on the common boundary of said El Paso Water Utilities Board and a tract of land conveyed to Newman Ranch Properties LLC by Document No. 20080086509 O.P.R.R.P.R.E.P.C., for the northwest corner of the herein described parcel, located 203.26 feet right of proposed Spur 320 Baseline Station 906+68.18;

5. **THENCE,** South 86º47'17" East, with said common boundary, a distance of 410.33 feet to the **POINT OF BEGINNING** and containing 20,231 square feet or 0.4644 acres of land.

Note: Survey Plat to accompany this legal description.

Note: Access is prohibited across the "Denial of Access Line" to the highway facility from the remainder of the abutting property.

Bearings and coordinates are based upon the Texas Coordinate System of 1983, Central Zone (4203), NAD 83(2011) and are referenced to the TxDot RTN, Mount point NAD83_(2010)-West_VRS_RTCM. All distances and coordinates shown are surface values and may be converted to state plane values by dividing by the surface adjustment factor of 1.000231. The Unit of Measure is the U.S. Survey Foot.

I, Scott M. Fertak, a Registered Professional Land Surveyor, do hereby certify that this property description is a true and correct representation of a survey made on the ground, under my direction and supervision.

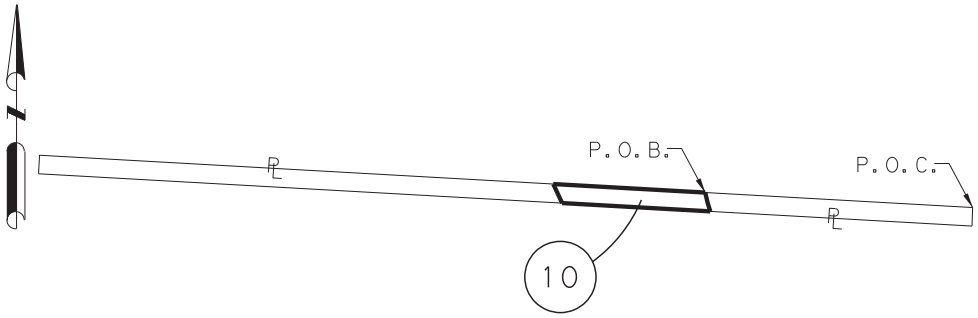


14 July 2022

Scott M. Fertak
Registered Professional Land Surveyor
No. 5257

LEGEND

E.P.C.P.R. - EL PASO COUNTY PLAT RECORDS
E.P.C.D.R. - EL PASO COUNTY DEED RECORDS
O.P.R.R.P.E.C. - OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF EL PASO COUNTY
OVERHEAD UTILITIES — OU —
EXIST. ROW LINE
PROPERTY LINE — ℄ —
DENIAL OF ACCESS LINE — III —
SURVEY LINE
FENCE —x—x—
CITY LIMITS
U.E. - UTILITY EASEMENT
A.E. - AERIAL EASEMENT
B.L. - BUILDING LINE
I.R. - IRON ROD
I.P. - IRON PIPE
■ SET TXDOT TYPE II MON. (UNLESS OTHERWISE NOTED)
□ FOUND TXDOT TYPE II MON.
● SET 5/8" I.R. W/TXDOT ALUM. CAP
○ FND 5/8" I.R. W/TXDOT ALUM. CAP (UNLESS OTHERWISE NOTED)



PARENT TRACT INSET FOR PARCEL NO. 10

N.T.S.

NOTES:

1) ALL BEARINGS AND COORDINATES ARE SURFACE AND IN U.S. SURVEY FEET BASED UPON THE TEXAS COORDINATE SYSTEM OF 1983 (NAD 83) STATE PLANE COORDINATES)(2011) CENTRAL ZONE (4203) WITH A SURFACE ADJUSTMENT FACTOR OF 1.00023100 (GRID X 1.00023100 = SURFACE COORDINATES) BASED UPON UTILIZING THE TxDOT EL PASO DISTRICT VIRTUAL REFERENCE NETWORK AUGUST, 2020.

2) FIELD SURVEYS PERFORMED DURING AUGUST, 2021.

3) RESEARCH FOR THIS PROJECT WAS PERFORMED AUGUST 2020.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY SUPERVISION AND THAT THIS PLAT CORRECTLY REPRESENTS THE FACTS AS FOUND AT THE TIME OF THE SURVEY.

14 July 2022

SCOTT M. FERTAK
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5257

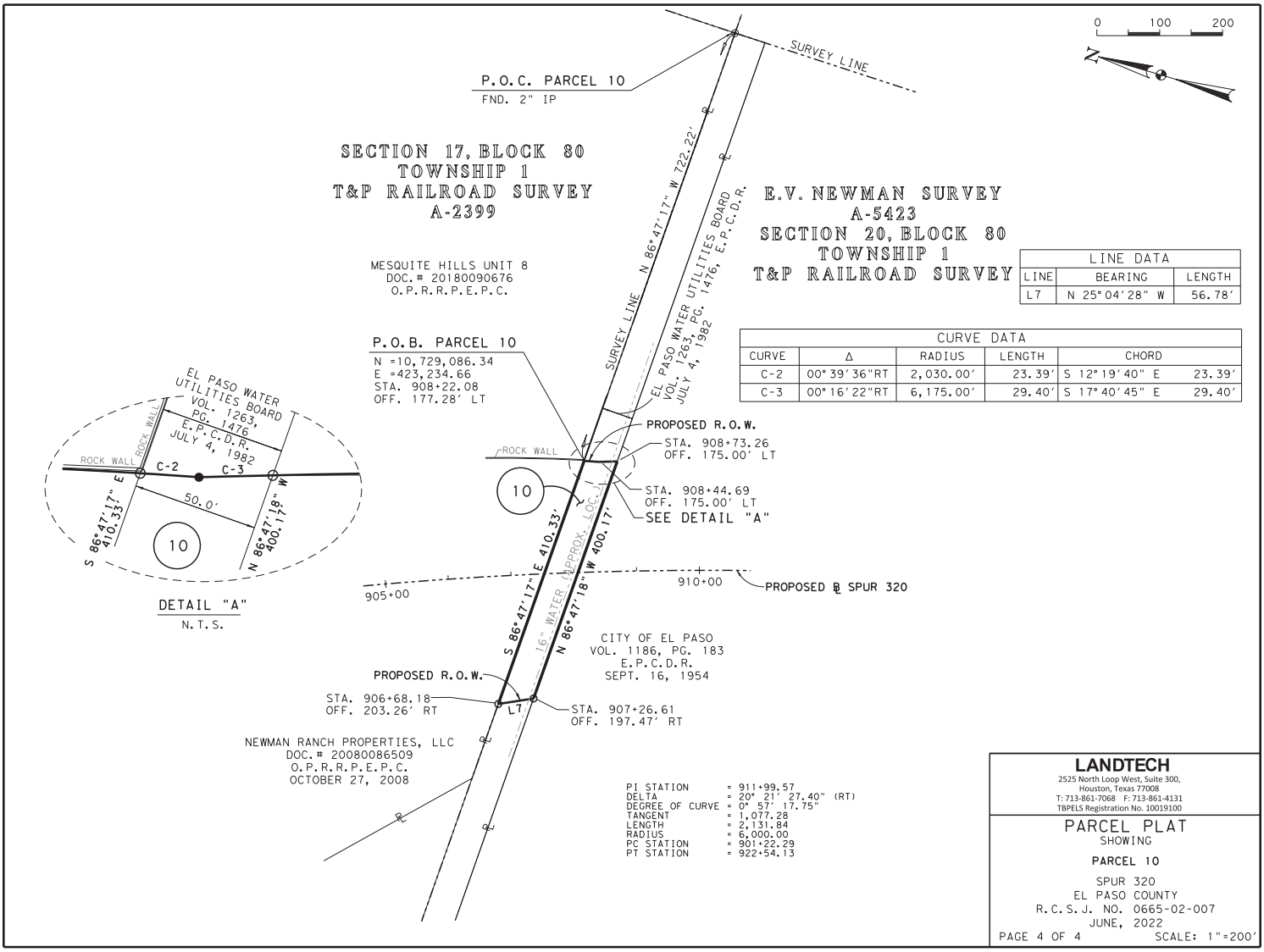
STATE OF TEXAS
REGISTERED
SCOTT M. FERTAK
5257
PROFESSIONAL
LAND SURVEYOR

AREA TABLE (ACRES)			
EXISTING AC.	TAKING AC./S.F.	REMAINDER AC. LEFT	REMAINDER AC. RIGHT
	0.4644 20,231		

LANDTECH
2525 North Loop West, Suite 300,
Houston, Texas 77008
T: 713-861-7068 F: 713-861-4131
TBPELS Registration No. 10019100

PARCEL PLAT
SHOWING
PARCEL 10
SPUR 320
EL PASO COUNTY
R.C.S.J. NO. 0665-02-007
JUNE, 2022
PAGE 3 OF 4 SCALE: N.T.S.

Exhibit A



LINE DATA

LINE	BEARING	LENGTH
L7	N 25°04'28" W	56.78'

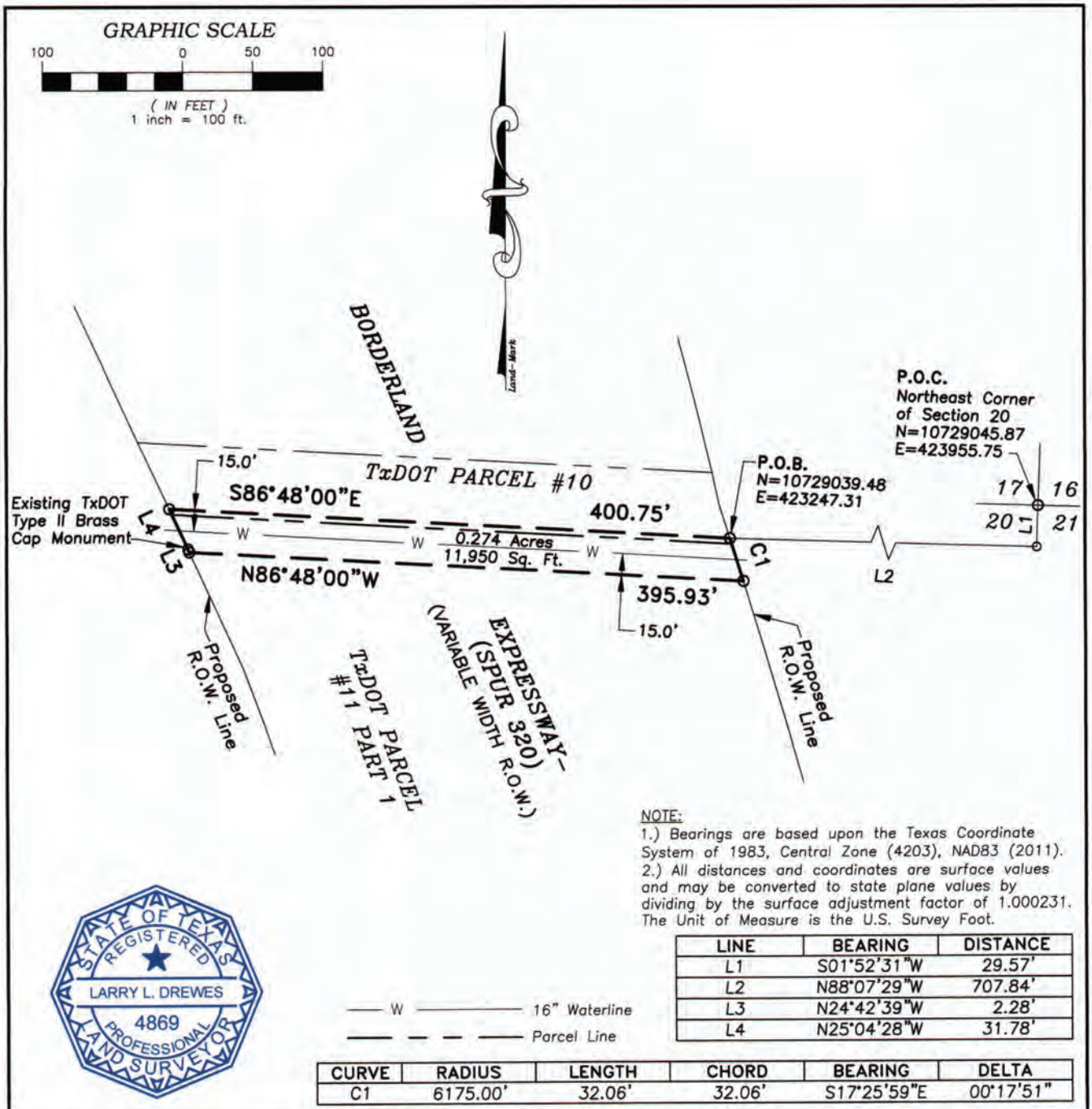
CURVE DATA

CURVE	Δ	RADIUS	LENGTH	CHORD	
C-2	00°39'36"RT	2,030.00'	23.39'	S 12°19'40" E	23.39'
C-3	00°16'22"RT	6,175.00'	29.40'	S 17°40'45" E	29.40'

LANDTECH
2525 North Loop West, Suite 300,
Houston, Texas 77008
T: 713-861-7068 F: 713-861-4131
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PARCEL PLAT
SHOWING
PARCEL 10
SPUR 320
EL PASO COUNTY
R.C.S.J. NO. 0665-02-007
JUNE, 2022
PAGE 4 OF 4 SCALE: 1"=200'

SAVE AND EXCEPT from the preceding Property Description of Parcel 10 (P00066034), a reservation of a portion of an easement for water and wastewater purposes as set forth hereinafter as Easement B.



NOTE:
1.) Bearings are based upon the Texas Coordinate System of 1983, Central Zone (4203), NAD83 (2011).
2.) All distances and coordinates are surface values and may be converted to state plane values by dividing by the surface adjustment factor of 1.000231. The Unit of Measure is the U.S. Survey Foot.

LINE	BEARING	DISTANCE
L1	S01°52'31"W	29.57'
L2	N88°07'29"W	707.84'
L3	N24°42'39"W	2.28'
L4	N25°04'28"W	31.78'

CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	6175.00'	32.06'	32.06'	S17°25'59"E	00°17'51"

STATE OF TEXAS
REGISTERED
LARRY L. DREWES
4869
PROFESSIONAL
LAND SURVEYOR

I hereby certify that the foregoing easement survey was made by me or under my supervision.

Larry L. Drewes, R.P.L.S.
Texas 4869 N.M. 11402

Plat of Survey

EASEMENT B

A PORTION OF SECTION 20, BLOCK 80, TOWNSHIP 1, TEXAS AND PACIFIC RAILROAD COMPANY SURVEYS, EL PASO COUNTY, TEXAS

Land-Mark Professional Surveying, Inc.
1420 Bessemer Drive, Suite 'A'
El Paso, Texas 79936
(915) 598-1300
Texas Licensed Surveying Firm
Registration Number 10125900
email: Larry@Land-marksurvey.com
"Serving Texas, New Mexico and Arizona"

Job No. 24-02-33619-B | Scale: 1" = 100' | Date: June 17, 2024

Land-Mark Professional Surveying, Inc.

"Serving Texas, New Mexico & Arizona"

METES AND BOUNDS DESCRIPTION

EASEMENT "B"

A PORTION OF SECTION 20, BLOCK 80, TOWNSHIP 1, TEXAS AND PACIFIC RAILROAD COMPANY SURVEYS, EL PASO COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

COMMENCING, for reference, at an existing 2-inch iron pipe lying at the northeast corner of Section 20, Block 80, Township 1, Texas and Pacific Railroad Company Surveys; **THENCE**, South 01°52'31" West, with the easterly section line of said Section 20, a distance of 29.57 feet to a point; **THENCE**, North 88°07'29" West, departing said easterly section line, a distance of 707.84 feet to a point lying in the proposed easterly right-of-way line of Borderland Expressway (Spur 320), for the **POINT OF BEGINNING** of this parcel description; said corner has a coordinate value of N=10,729,039.48 feet and E=423,247.31 feet;

THENCE, southeasterly with the arc of a curve to the right and with said proposed easterly right-of-way line, a distance of 32.06 feet to a point, for a corner of this parcel; Said curve having a radius of 6175.00, a central angle of 00°17'51", and a chord which bears South 17°25'59" East, a distance of 32.06 feet;

THENCE, North 86°48'00" West, a distance of 395.93 feet to a point lying in the proposed westerly right-of-way line of Borderland Expressway (Spur 320), for a corner of this parcel;

THENCE, North 24°42'39" West, with said proposed westerly right-of-way line, a distance of 2.28 feet to an existing TxDOT Type II brass cap monument, for a corner of this parcel;

THENCE, North 25°04'28" West, continuing with said proposed westerly right-of-way line, a distance of 31.78 feet to a point, for a corner of this parcel;

THENCE, South 86°48'00" East, a distance of 400.75 feet to the **POINT OF BEGINNING**;

Said parcel contains 0.274 Acres (11,950 Square feet) more or less.

Notes:

1.) Bearings are based upon the Texas Coordinate System of 1983, Central Zone (4203), NAD83 (2011).

2.) All distances and coordinates are surface values and may be converted to state plane values by dividing by the surface adjustment factor of 1.000231. The Unit of Measure is the U.S. Survey Foot.

Larry L. Drewes, RPLS
Texas License No. 4869
Job Number 33619-B
June 17, 2024

STATE OF TEXAS
REGISTERED
LARRY L. DREWES
4869
PROFESSIONAL
LAND SURVEYOR

1420 Bessemer • El Paso, Texas 79936
Tel. (915) 598-1300 • Fax (915) 598-1221 • Email address: Larry@Land-Marksurvey.com

HIGHWAY:	Spur 320
LIMITS:	From Texas and New Mexico State Line to Loop 375
COUNTY:	El Paso
ACCOUNT NO.:	
ROW CSJ:	0665-02-007
CONST. CSJ:	0665-02-002, 004, 005
PROJECT ID:	R00010298
OWNER:	The City of El Paso

Property Description for Parcel 11

Being a total of 1,660,996 square feet or 38.1312 acres of land situated in the E. V. Newman Survey, Abstract No. 5423, Section 20, Block 80, Township 1, Texas and Pacific Railroad Company Surveys, El Paso County, Texas and being part of a tract of land conveyed to The City of El Paso by deed, recorded on September 16, 1954, in Volume 1186, Page 183, El Paso County Deed Records (E.P.C.D.R.) and being more particularly described by metes and bounds in three (3) parts as follows:

Part 1:

Being 402,028 square feet or 9.2293 acres of land, situated in said E. V. Newman Survey, Abstract No. 5423, Section 20, Block 80, Township 1, Texas and Pacific Railroad Company Surveys;

COMMENCING, at a 2-inch iron pipe found for the common corner of Sections 17,18, 20 and 21, Block 80, Township 1, said Texas and Pacific Railroad Company Surveys, same found iron pipe being a southerly corner of the Mesquite Hills Unit 8, Document No. 20180090676 recorded in the Official Public Records of Real Property El Paso County (O.P.R.R.P.E.P.C.) and the northeast corner of a tract of land conveyed to El Paso Water Utilities Board by deed recorded on July 4, 1982, in Volume 1263, Page 1476, E.P.C.D.R.;

THENCE, South 01º52’31” West, with the easterly line of said El Paso Water Utilities Board tract a distance of 50.01 feet to a point at the common easterly corner of said El Paso Water Utilities Board tract and said City of El Paso tract;

THENCE, North 86º47’18” West, with said common boundary, a distance of 706.64 feet to a 5/8-inch iron rod with TXDOT aluminum cap found on the easterly right-of-way line of the proposed Spur 320 and beginning of a curve to the right for the northeast corner and **POINT OF BEGINNING** of the herein described parcel and beginning of a Denial of Access Line, having coordinates of N=10,729,035.48 and E=423,248.58, located 175.00 feet left of proposed Spur 320 Baseline Station 908+73.26;

1. **THENCE,** with said proposed easterly right-of-way and Denial of Access Line, said curve to the right having a radius of 6,175.00 feet, an arc length of 1,308.76 feet, a central angle of 12 degrees 08 minutes 37 seconds, and a chord which bears South 11º28'15" East, a distance of 1,306.31 feet to a point*** for an easterly corner of the herein described parcel, on the northerly line of a 60 feet wide right-of-way conveyed to El Paso Natural Gas Company (EPNG) Company deed recorded under Volume 1148, Page 1072 recorded in O.P.R.R.P.E.P.C. located 175.00 feet left of proposed Spur 320 Baseline Station 921+44.93;

2. **THENCE,** North 47º53'00" West, with the common boundary of said EPNG Pipeline Company and City of El Paso tract, a distance of 538.27 feet to a point*** on the westerly right-of-way line of said proposed Spur 320 and beginning of a curve to the left, for a westerly corner of the herein described parcel and beginning of a Denial of Access Line, located 175.00 feet right of proposed Spur 320 Baseline Station 917+35.73;

3. **THENCE,** with said proposed westerly right-of-way and Denial of Access Line, said curve to the left having a radius of 5,825.00 feet, an arc length of 712.79 feet, a central angle of 07 degrees 00 minutes 40 seconds, and a chord which bears North 12º48'44" West, a distance of 712.34 feet to a TxDOT Type II brass cap monument found at the beginning of a curve to the left, for a westerly corner of the herein described parcel, located 175.00 feet right of proposed Spur 320 Baseline Station 910+01.53;

4. **THENCE,** continuing with said proposed westerly right-of-way and Denial of Access Line, said curve to the left having a radius of 1,000.00 feet, an arc length of 146.54 feet, a central angle of 08 degrees 23 minutes 46 seconds, and a chord which bears North 20º30'57" West, a distance of 146.41 feet to a TxDOT Type II brass cap monument found for a westerly corner of the herein described parcel, located 183.88 feet right of proposed Spur 320 Baseline Station 908+50.88;

5. **THENCE,** North 24º42'39" West, continuing with said proposed westerly right-of-way and Denial of Access Line, a distance of 93.67 feet to a TxDOT Type II brass cap monument found for a westerly corner of the herein described parcel, located 194.48 feet right of proposed Spur 320 Baseline Station 907+54.78;

6. **THENCE,** North 25º04'28" West, continuing with said proposed westerly right-of-way and Denial of Access Line, a distance of 27.41 feet to a 5/8-inch iron rod with TxDOT aluminum cap found on the common boundary of said, City of El Paso tract and the aforesaid El Paso Water Utilities Board tract, for the northwest corner of the herein described parcel and end of said Denial of Access Line, located 197.47 feet right of proposed Spur 320 Baseline Station 907+26.61;

7. **THENCE,** South 86º47’18” East, with said common boundary, a distance of 400.17 feet to the **POINT OF BEGINNING** and containing 402,028 square feet or 9.2293 acres of land.

Part 2:

Being 62,510 square feet or 1.4350 acres of land situated in the E. V. Newman Survey, Abstract No. 5423, Section 20, Block 80, Township 1, Texas and Pacific Railroad Company Surveys;

COMMENCING, at a 2-inch iron pipe found for the common northerly corner of Sections 20 and 21, Block 80, Township 1, said Texas and Pacific Railroad Company Surveys, same being a northerly corner of said City of El Paso tract;

THENCE, South 01º52’31” West, with the common boundary of Sections 20 and 21, said Block 80, a distance of 1,725.84 feet to a point on the common boundary of said 60 feet wide EPNG Pipeline Company right-of-way and said City of El Paso tract;

THENCE, North 47º53’00” West, with said common boundary a distance of 516.64 feet to a point*** on the easterly right-of-way line of the proposed Spur 320 and beginning of a curve to the right for the northeast corner and **POINT OF BEGINNING** of the herein described parcel and beginning of Denial of Access Line, located 175.00 feet left of proposed Spur 320 Baseline Station 922+30.59, having coordinates of N=10,727,667.44 and E=423,516.03;

1. **THENCE,** with said proposed easterly right-of-way and Denial of Access Line, said curve to the right having a radius of 6,175.00 feet, an arc length of 26.77 feet, a central angle of 00 degrees 14 minutes 54 seconds, and a chord which bears South 04º27’25” East, a distance of 26.77 feet to a point*** for an easterly corner of the herein described parcel, located 175.00 feet left of proposed Spur 320 Baseline Station 922+56.67;

2. **THENCE,** South 04º21’23” East, with said proposed easterly right-of-way and Denial of Access Line, a distance of 147.52 feet to a to a point*** on the common boundary of said City of El Paso tract and a tract of land conveyed to EPNG Pipeline Company by Document No. 20000080243 O.P.R.R.P.E.P.C., recorded November 14, 2000, for the most southerly corner of the herein described parcel and end of said Denial of Access Line, located 175.00 feet left of proposed Spur 320 Baseline Station 924+04.19;

3. **THENCE,** North 47º53’00” West, with the common boundary, a distance of 514.40 feet to a point*** on the westerly right-of-way line of said proposed Spur 320, and beginning of curve to the left, for the southwesterly corner of the herein described parcel and beginning of a Denial of Access Line, located 175.00 feet right of proposed Spur 320 Baseline Station 920+24.47;

4. **THENCE,** with said proposed westerly right-of-way and Denial of Access Line, said curve to the right having a radius of 5,825.00 feet, an arc length of 185.07 feet, a central angle of 01 degrees 49 minutes 13 seconds, and a chord which bears North 07º27'34" West, a distance of 185.06 feet to a point*** on the common boundary of said EPNG Pipeline Company right-of-way and City of El Paso tracts, for the most westerly corner of the herein described parcel and end of said Denial of Access Line, located 175.00 feet right of proposed Spur 320 Baseline Station 918+33.84;

5. **THENCE,** South 47º53'00" East, with said common boundary, a distance of 528.88 feet to the **POINT OF BEGINNING** and containing 62,510 square feet or 1.4350 acres of land.

Part 3:

Being 1,196,458 square feet or 27.4669 acres of land, situated in said E. V. Newman Survey, Abstract No. 5423, Section 20, Block 80, Township 1, Texas and Pacific Railroad Company Surveys;

COMMENCING, at a 2-inch iron pipe found for the common northerly corner of Sections 20 and 21, Block 80, Township 1, said Texas and Pacific Railroad Company Surveys;

THENCE, South 01º52'31" West, with the common boundary of Sections 20 and 21, said Block 80, a distance of 1,948.55 feet to a point on the common boundary of said City of El Paso tract and a tract of land conveyed to EPNG Pipeline Company by Document No. 20000080243, recorded November 14, 2000, O.P.R.R.P.E.P.C.;

THENCE, North 47º53'00" West, with the common boundary of said City of El Paso tract and EPNG Pipeline Company tract, a distance of 481.47 feet to a point*** on the easterly right-of-way line of the proposed Spur 320 for a northerly corner and **POINT OF BEGINNING** of the herein described parcel and beginning of a Denial of Access Line, having coordinates of N=10,727,421.27 and E=423,534.83, located 175.00 feet left of proposed Spur 320 Baseline Station 924+76.79;

1. **THENCE,** South 04º21'23" East, with said proposed easterly right-of-way and Denial of Access Line, a distance of 1,583.00 feet to a TxDOT Type II brass cap monument found for an easterly corner of the herein described parcel, located 175.00 feet left of proposed Spur 320 Baseline Station 940+59.79;

2. **THENCE,** North 85º38'38" East, with said proposed easterly right-of-way and Denial of Access Line, a distance of 8.17 feet to a TxDOT Type II brass cap monument found for an easterly corner of the herein described parcel, located 183.17 feet left of proposed Spur 320 Baseline Station 940+59.79;

3. **THENCE,** South 04º28’09” East, continuing with said proposed easterly right-of-way and Denial of Access Line, a distance of 101.67 feet to a TxDOT Type II brass cap monument found for an easterly corner of the herein described parcel, located 183.11 feet left of proposed Spur 320 Baseline Station 941+62.65;

4. **THENCE,** South 85º16’21” West, continuing with said proposed easterly right-of-way and Denial of Access Line, a distance of 8.11 feet to a TxDOT Type II brass cap monument found for the beginning of a curve to the left and an easterly corner of the herein described parcel, located 175.00 feet left of proposed Spur 320 Baseline Station 941+62.65;

5. **THENCE,** continuing with said proposed easterly right-of-way and Denial of Access Line, said curve to the left having a radius of 12,325.00 feet, an arc length of 725.92 feet, a central angle of 03 degrees 22 minutes 29 seconds, and a chord which bears South 06º24’54” East, a distance of 725.81 feet to a TxDOT Type II brass cap monument found for an easterly corner of the herein described parcel, located 175.00 feet left of proposed Spur 320 Baseline Station 948+98.87;

6. **THENCE,** South 10º15’39” East, continuing with said proposed easterly right-of-way and said Denial of Access Line, a distance of 331.46 feet to a TxDOT Type II brass cap monument found on the common boundary of said City of El Paso tract, a 6.629 acre tract of land conveyed to The State of Texas in Document No. 20150027354 O.P.R.R.P.E.P.C, recorded on April 27, 2015, same being a westerly corner of the Northern Lights Subdivision, plat recorded on April 14, 2010, by Document No. 20100024031 O.P.R.R.P.E.P.C., for an easterly corner of the herein described parcel and end of said Denial of Access Line, located 183.03 feet left of proposed Spur 320 Baseline Station 952+35.06;

7. **THENCE,** South 46º21’59” West, with the common boundary of said City of El Paso and State of Texas tracts, a distance of 430.68 feet to a TxDOT Type II brass cap monument found on the westerly right-of-way line of said proposed Spur 320 for the most southerly corner of the herein described parcel and beginning of a Denial of Access Line, located 176.34 feet right of proposed Spur 320 Baseline Station 954+72.49;

8. **THENCE,** North 09º23’58” West, with said proposed westerly right-of-way and Denial of Access Line, a distance of 3.40 feet to a TxDOT Type II brass cap monument found for a westerly corner of the herein described parcel, located 176.26 feet right of proposed Spur 320 Baseline Station 954+69.14;

CONTINUING, with said proposed westerly right-of-way and Denial of Access Line, the following calls, each for a westerly corner of the herein described parcel;

9. **THENCE,** South 80º35’51” West, a distance of 9.33 feet to a TxDOT Type II brass cap monument found for corner, located 185.59 feet right of proposed Spur 320 Baseline Station 954+68.93;

10. **THENCE,** North 09º11’51” West, a distance of 81.20 feet to a TxDOT Type II brass cap monument found for corner, located 183.70 feet right of proposed Spur 320 Baseline Station 953+88.93;

11. **THENCE,** North 80º36’05” East, a distance of 9.05 feet to a TxDOT Type II brass cap monument found for corner, located 174.66 feet right of proposed Spur 320 Baseline Station 953+89.08;

12. **THENCE,** North 09º23’58” West, a distance of 439.91 feet to a TxDOT Type II brass cap monument found, located 175.00 feet right of proposed Spur 320 Baseline Station 949+55.21;

13. **THENCE,** South 86º42’08” West, a distance of 378.46 feet to a TxDOT Type II brass cap monument found, located 552.03 feet right of proposed Spur 320 Baseline Station 949+23.23;

14. **THENCE,** North 03º17’52” West, a distance of 331.00 feet to a TxDOT Type II brass cap monument found, located 527.84 feet right of proposed Spur 320 Baseline Station 946+06.77;

15. **THENCE,** North 86º42’08” East, continuing with said proposed westerly right-of-way and Denial of Access Line, a distance of 353.50 feet to a TxDOT Type II brass cap monument found for the beginning of a curve to the right and a westerly corner of the herein described parcel, located 175.00 feet right of proposed Spur 320 Baseline Station 946+27.85;

16. **THENCE,** with said proposed westerly right-of-way and Denial of Access Line, said curve to the right having a radius of 12,675.00 feet, an arc length of 553.86 feet, a central angle of 02 degrees 30 minutes 13 seconds, and a chord which bears North 05º36’29” West, a distance of 553.82 feet to a TxDOT Type II brass cap monument found for a westerly corner of the herein described parcel, located 175.00 feet right of proposed Spur 320 Baseline Station 940+81.63;

17. **THENCE,** North 04º21’23” West, continuing with said proposed westerly right-of-way and Denial of Access Line, a distance of 1,827.50 feet to a TxDOT Type II brass cap monument found for the beginning of a curve to the left and westerly corner of the herein described parcel, located 175.00 feet right of proposed Spur 320 Baseline Station 922+54.13;

18. **THENCE,** with said proposed westerly right-of-way and Denial of Access Line, said curve to the left having a radius of 5,825.00 feet, an arc length of 147.81 feet, a central angle of 01 degrees 27 minutes 14 seconds, and a chord which bears North 05º04'59" West, a distance of 147.80 feet to a point*** on the common boundary of said City of El Paso tract and said EPNG Pipeline Company tract, for the most northerly corner of the herein described parcel and end of said Denial of Access Line, located 175.00 feet right of proposed Spur 320 Baseline Station 921+01.89;

19. **THENCE,** South 47º53'00" East, with said common boundary a distance of 510.93 feet, to the **POINT OF BEGINNING** and containing 1,196,458 square feet or 27.4669 acres of land within Part 3 and containing a combined 1,660,996 square feet or 38.1312 acres of land within Parts 1, 2 & 3.

Point ***:Corner not set at request of pipeline field rep due to pipeline depth.
Note: Survey Plat to accompany this legal description.
Note: Access is prohibited across the "Denial of Access Line" to the highway facility from the remainder of the abutting property.

Parcel 11 revised October 2024, added Part 3.

Bearings and coordinates are based upon the Texas Coordinate System of 1983, Central Zone (4203), NAD 83(2011) and are referenced to the TxDot RTN, Mount point NAD83_(2010)- West_VRS_RTCM. All distances and coordinates shown are surface values and may be converted to state plane values by dividing by the surface adjustment factor of 1.000231. The Unit of Measure is the U.S. Survey Foot.

I, Scott M. Fertak, a Registered Professional Land Surveyor, do hereby certify that this property description is a true and correct representation of a survey made on the ground, under my direction and supervision.



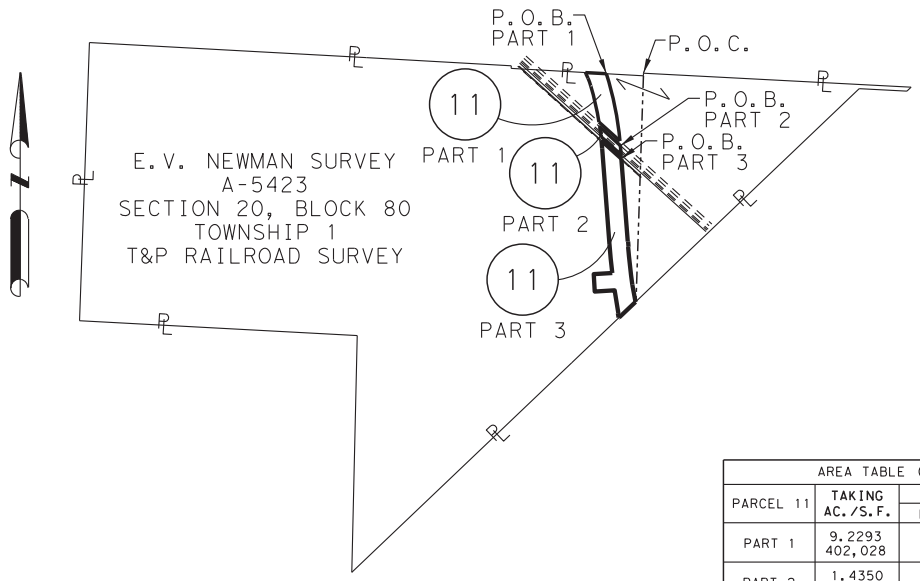


20 Feb 2025

Scott M. Fertak
Registered Professional Land Surveyor
No. 5257

LEGEND

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E.P.C.D.R. - EL PASO COUNTY DEED RECORDS
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PARENT TRACT INSET FOR
PARCEL NO. 11 PARTS 1-3

N.T.S.

AREA TABLE (ACRES)			
PARCEL 11	TAKING AC./S.F.	REMAINDER AC. LEFT	REMAINDER AC. RIGHT
PART 1	9.2293 402,028		
PART 2	1.4350 62,509		
PART 3	27.4669 1,196,458		
TOTALS	38.1312 1,660,995		

NOTES:

1) ALL BEARINGS AND COORDINATES ARE SURFACE AND IN U.S. SURVEY FEET BASED UPON THE TEXAS COORDINATE SYSTEM OF 1983 (NAD 83) STATE PLANE COORDINATES)(2011) CENTRAL ZONE (4203) WITH A SURFACE ADJUSTMENT FACTOR OF 1.00023100 (GRID X 1.00023100 = SURFACE COORDINATES) BASED UPON UTILIZING THE TxDOT EL PASO DISTRICT VIRTUAL REFERENCE NETWORK AUGUST, 2020.

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20 Feb 2025

SCOTT M. FERTAK
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5257

STATE OF TEXAS
REGISTERED
SCOTT M. FERTAK
5257
PROFESSIONAL
LAND SURVEYOR

DATE	REVISION
10/2024	REV PT 1, ADD PT 2, RENAME PT 3

LANDTECH
1315 W Sam Houston Parkway N, Suite 100
Houston, Texas 77043
T: 713-861-7068 F: 713-861-4131
TBPELS Registration No. 10019100

PARCEL PLAT

SHOWING

PARCEL 11

SPUR 320
EL PASO COUNTY
R.C.S.J. NO. 0665-02-007
JUNE, 2022

PAGE 8 OF 13 SCALE: N.T.S.

Exhibit A

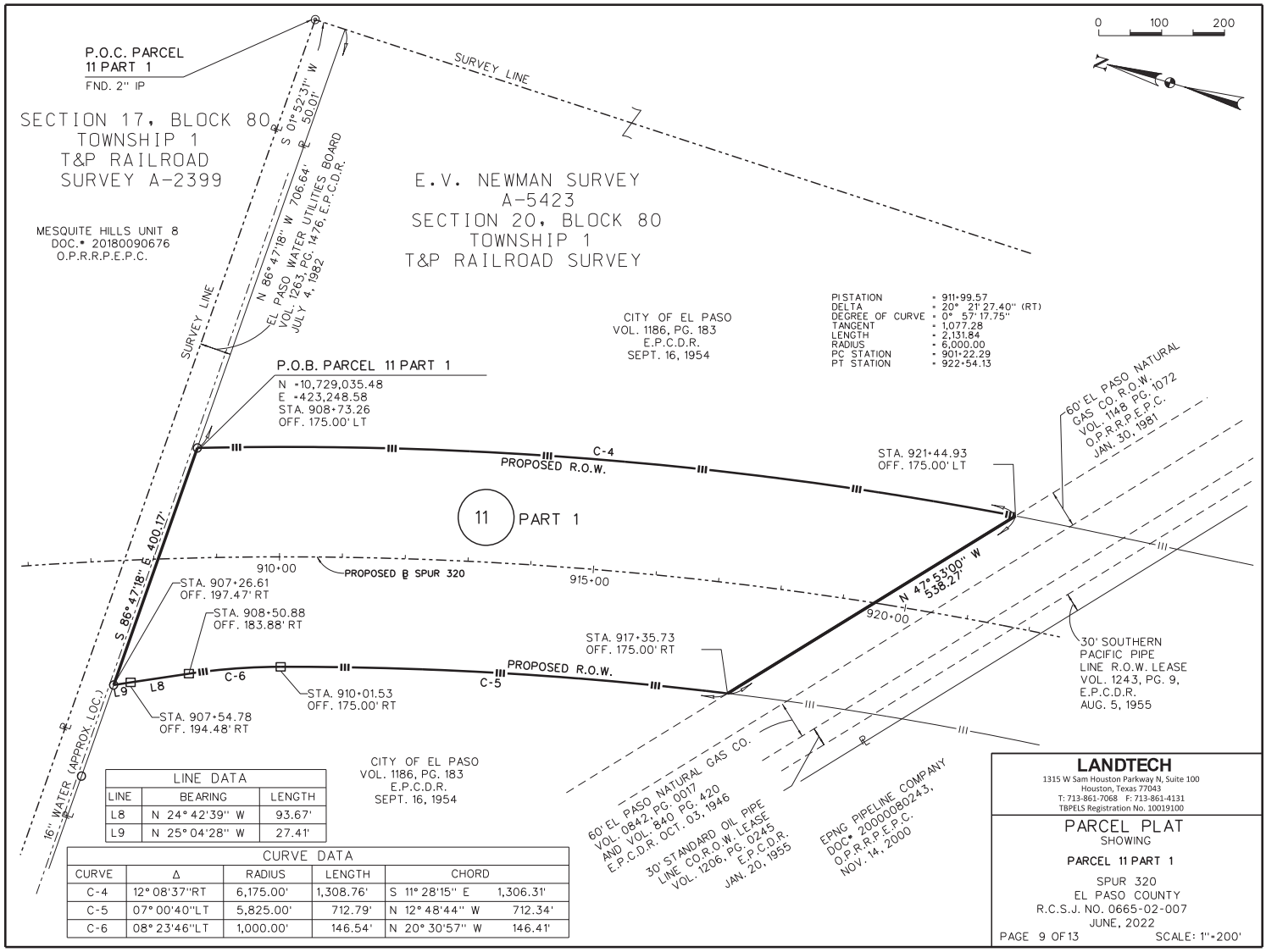
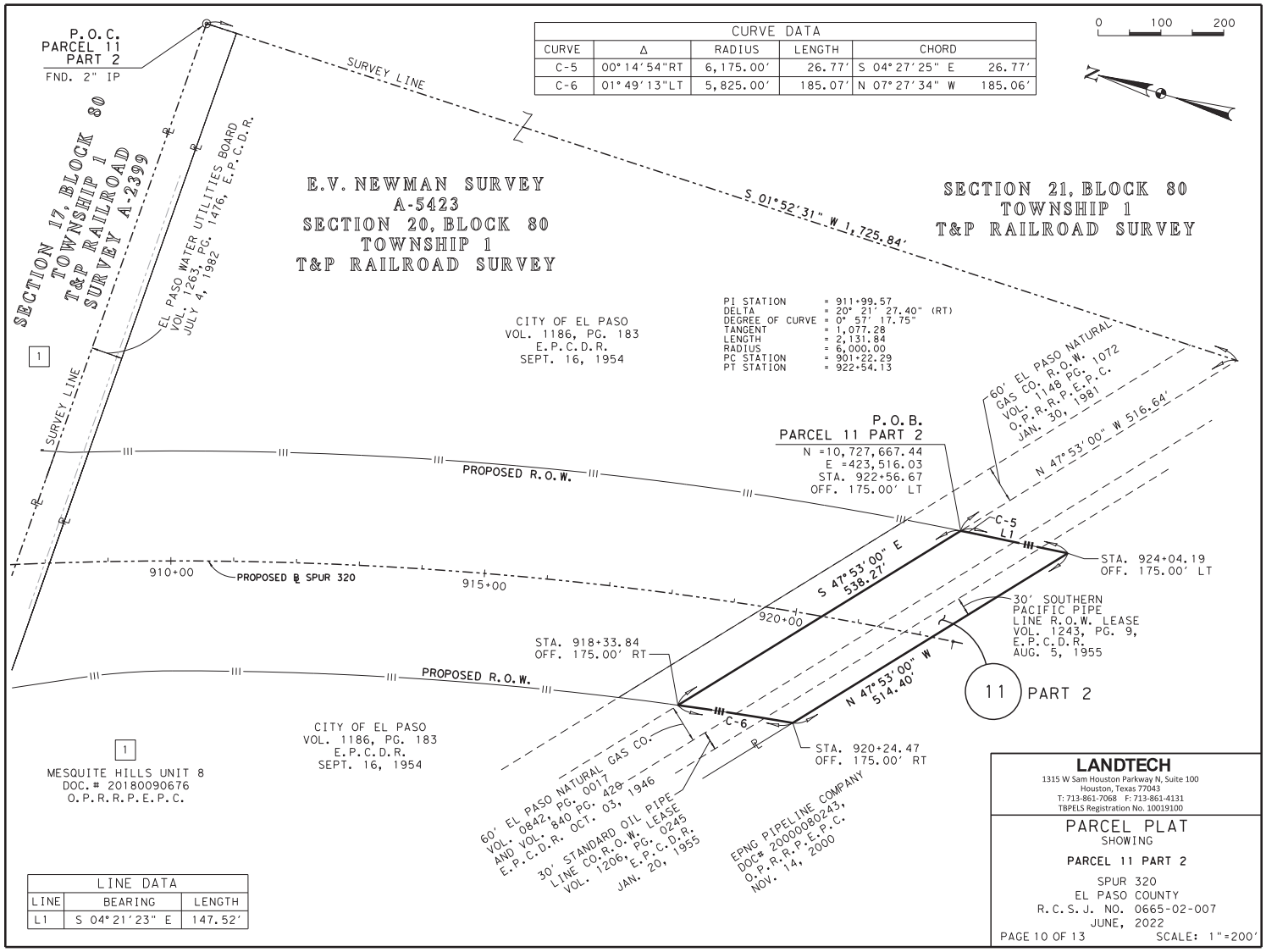

0 100 200
P.O.C. PARCEL
11 PART 1
FND. 2" IP
SECTION 17, BLOCK 80
TOWNSHIP 1
T&P RAILROAD
SURVEY A-2399
SURVEY LINE
S 01°52'31" W
50.01'
N 86°47'18" W 706.64'
EL PASO WATER UTILITIES BOARD
VOL. 1263, PG. 1476, E.P.C.D.R.
JULY 4, 1982
E.V. NEWMAN SURVEY
A-5423
SECTION 20, BLOCK 80
TOWNSHIP 1
T&P RAILROAD SURVEY
MESQUITE HILLS UNIT 8
DOC.# 20180090676
O.P.R.R.P.E.P.C.
CITY OF EL PASO
VOL. 1186, PG. 183
E.P.C.D.R.
SEPT. 16, 1954
PISTATION = 911+99.57
DELTA = 20° 21'27.40" (RT)
DEGREE OF CURVE = 0° 57'17.75"
TANGENT = 1,077.28
LENGTH = 2,131.84
RADIUS = 6,000.00
PC STATION = 901+22.29
PT STATION = 922+54.13
P.O.B. PARCEL 11 PART 1
N =10,729,035.48
E =423,248.58
STA. 908+73.26
OFF. 175.00' LT
C-4
PROPOSED R.O.W.
STA. 921+44.93
OFF. 175.00' LT
60' EL PASO NATURAL GAS CO. R.O.W.
VOL. 1148 PG. 1072
O.P.R.R.P.E.P.C.
JAN. 30, 1981
11 PART 1
910+00
PROPOSED ℄ SPUR 320
915+00
920+00
S 86°47'18" E 400.17'
N 47°53'00" W
538.21'
STA. 907+26.61
OFF. 197.47' RT
STA. 908+50.88
OFF. 183.88' RT
STA. 917+35.73
OFF. 175.00' RT
L8
L9
C-6
C-5
PROPOSED R.O.W.
STA. 910+01.53
OFF. 175.00' RT
STA. 907+54.78
OFF. 194.48' RT
30' SOUTHERN PACIFIC PIPE LINE R.O.W. LEASE
VOL. 1243, PG. 9,
E.P.C.D.R.
AUG. 5, 1955
16" WATER (APPROX. LOC.)
CITY OF EL PASO
VOL. 1186, PG. 183
E.P.C.D.R.
SEPT. 16, 1954
60' EL PASO NATURAL GAS CO.
VOL. 0842, PG. 0017
AND VOL. 840, PG. 420
E.P.C.D.R. OCT. 03, 1946
30' STANDARD OIL PIPE
LINE CO.R.O.W. LEASE
VOL. 1206, PG. 0245
E.P.C.D.R.
JAN. 20, 1955
EPNG PIPELINE COMPANY
DOC.# 20000080243,
O.P.R.R.P.E.P.C.
NOV. 14, 2000
LINE DATA
LINE | BEARING | LENGTH
L8 | N 24°42'39" W | 93.67'
L9 | N 25°04'28" W | 27.41'
CURVE DATA
CURVE | Δ | RADIUS | LENGTH | CHORD
C-4 | 12°08'37"RT | 6,175.00' | 1,308.76' | S 11°28'15" E 1,306.31'
C-5 | 07°00'40"LT | 5,825.00' | 712.79' | N 12°48'44" W 712.34'
C-6 | 08°23'46"LT | 1,000.00' | 146.54' | N 20°30'57" W 146.41'
LANDTECH
1315 W Sam Houston Parkway N, Suite 100
Houston, Texas 77043
T: 713-861-7068 F: 713-861-4131
TBPELS Registration No. 10019100
PARCEL PLAT
SHOWING
PARCEL 11 PART 1
SPUR 320
EL PASO COUNTY
R.C.S.J. NO. 0665-02-007
JUNE, 2022
PAGE 9 OF 13
SCALE: 1"=200'

Exhibit A



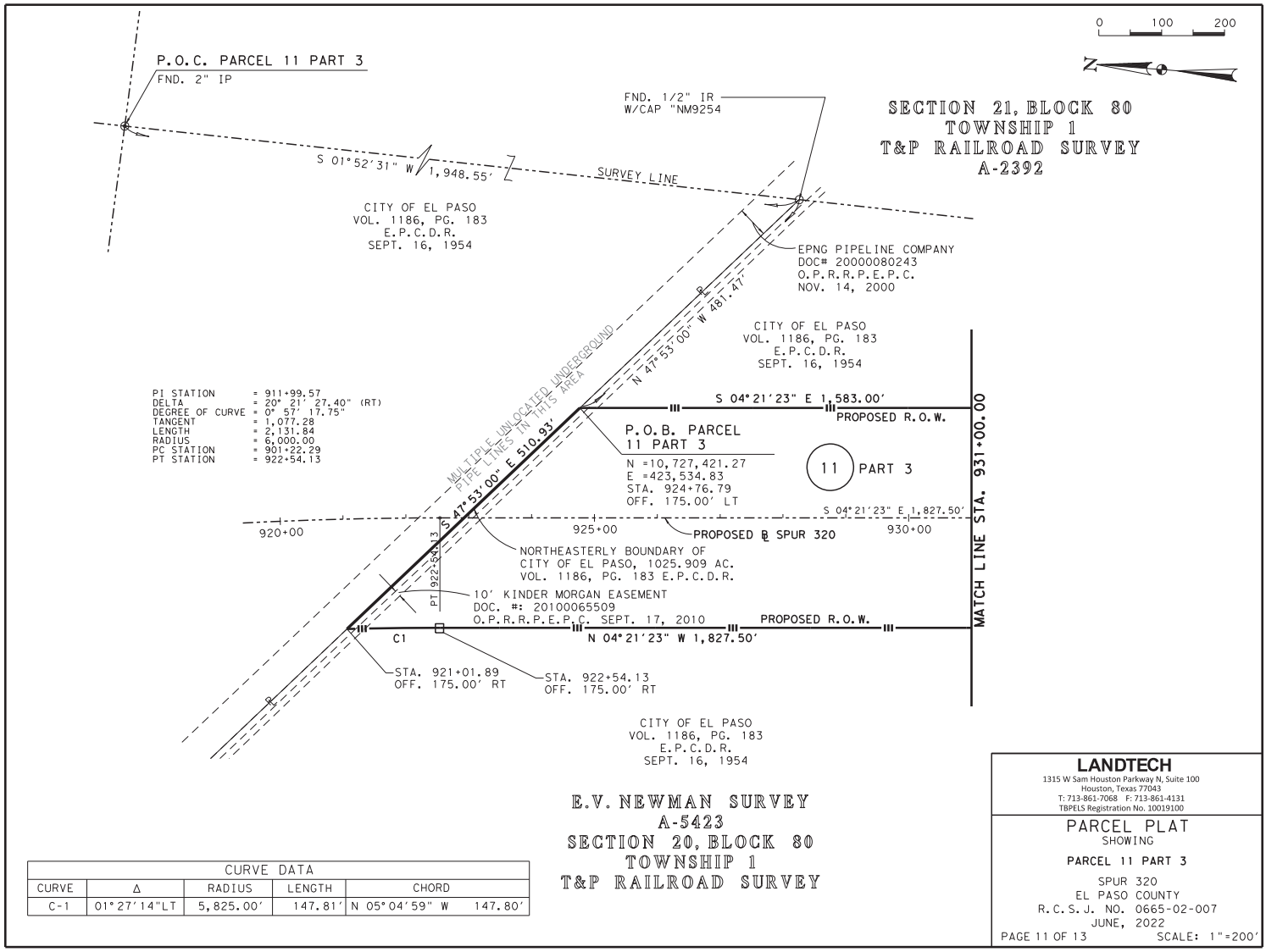
CURVE DATA				
CURVE	Δ	RADIUS	LENGTH	CHORD
C-5	00°14'54"RT	6,175.00'	26.77'	S 04°27'25" E 26.77'
C-6	01°49'13"LT	5,825.00'	185.07'	N 07°27'34" W 185.06'

LINE DATA		
LINE	BEARING	LENGTH
L1	S 04°21'23" E	147.52'

LANDTECH
1315 W Sam Houston Parkway N, Suite 100
Houston, Texas 77043
T: 713-861-7068 F: 713-861-4131
TBPELS Registration No. 10019100

PARCEL PLAT
SHOWING
PARCEL 11 PART 2
SPUR 320
EL PASO COUNTY
R.C.S.J. NO. 0665-02-007
JUNE, 2022
PAGE 10 OF 13 SCALE: 1"=200'

Exhibit A



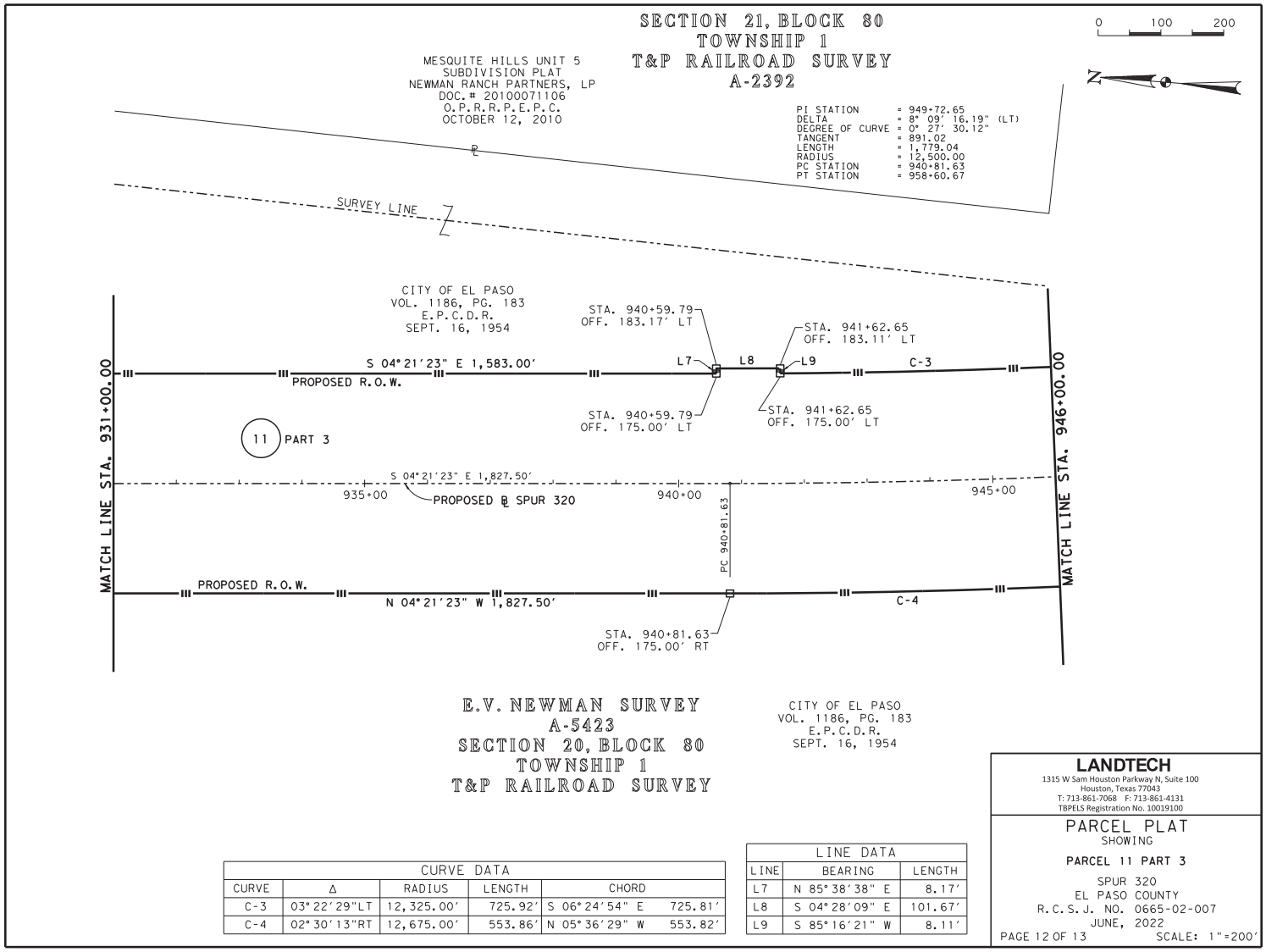
CURVE DATA				
CURVE	Δ	RADIUS	LENGTH	CHORD
C-1	01°27'14"LT	5,825.00'	147.81'	N 05°04'59" W 147.80'

LANDTECH
1315 W Sam Houston Parkway N, Suite 100
Houston, Texas 77043
T: 713-861-7068 F: 713-861-4131
TBPELS Registration No. 10019100

PARCEL PLAT
SHOWING
PARCEL 11 PART 3

SPUR 320
EL PASO COUNTY
R.C.S.J. NO. 0665-02-007
JUNE, 2022
PAGE 11 OF 13 SCALE: 1"=200'

Exhibit A



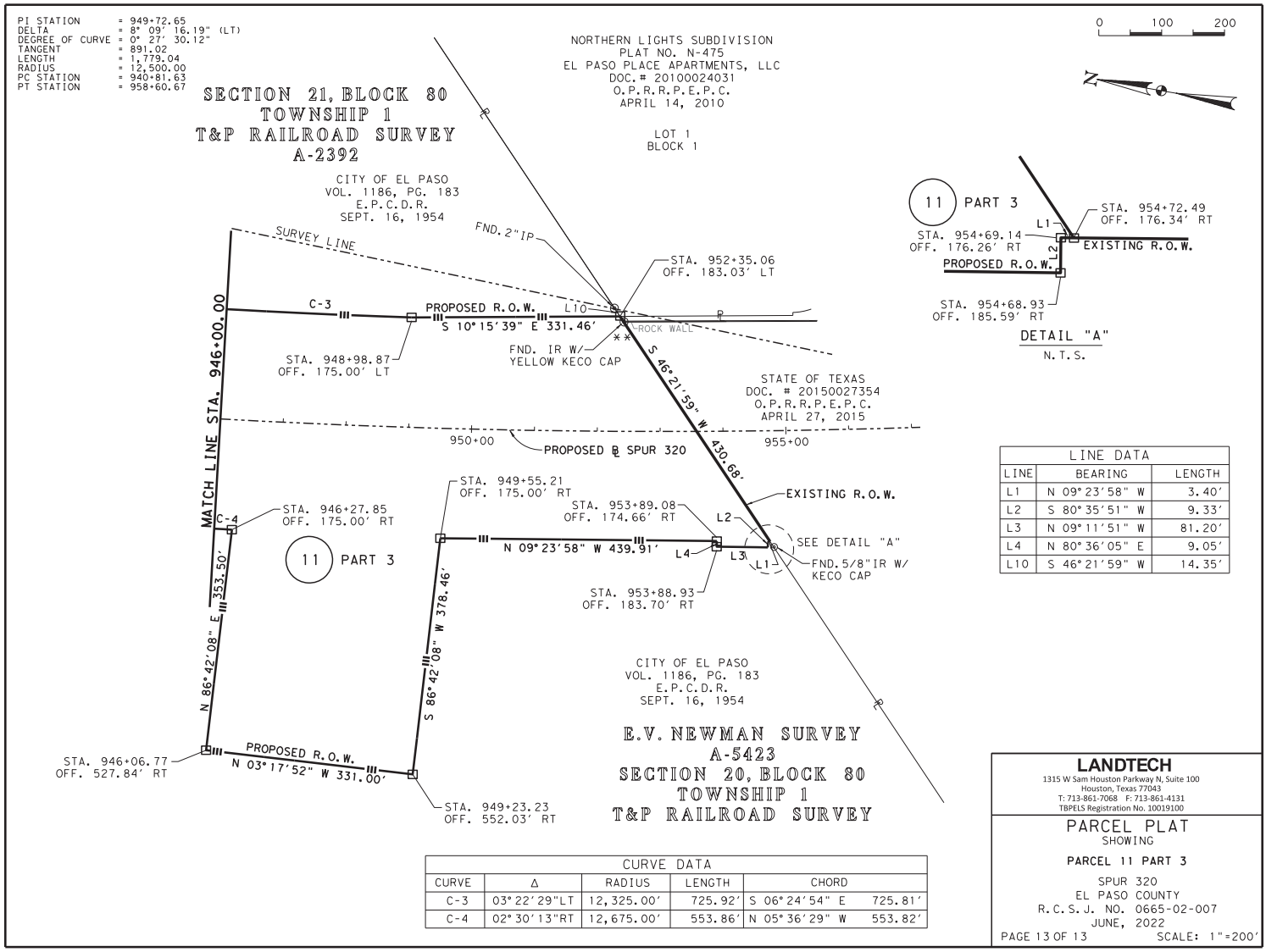
CURVE DATA				
CURVE	Δ	RADIUS	LENGTH	CHORD
C-3	03°22'29"LT	12,325.00'	725.92'	S 06°24'54" E 725.81'
C-4	02°30'13"RT	12,675.00'	553.86'	N 05°36'29" W 553.82'

LINE DATA		
LINE	BEARING	LENGTH
L7	N 85°38'38" E	8.17'
L8	S 04°28'09" E	101.67'
L9	S 85°16'21" W	8.11'

LANDTECH
1315 W Sam Houston Parkway N, Suite 100
Houston, Texas 77043
T: 713-861-7068 F: 713-861-4131
TBPELS Registration No. 10019100

PARCEL PLAT
SHOWING
PARCEL 11 PART 3
SPUR 320
EL PASO COUNTY
R.C.S.J. NO. 0665-02-007
JUNE, 2022
PAGE 12 OF 13 SCALE: 1"=200'

Exhibit A



LINE DATA		
LINE	BEARING	LENGTH
L1	N 09°23'58" W	3.40'
L2	S 80°35'51" W	9.33'
L3	N 09°11'51" W	81.20'
L4	N 80°36'05" E	9.05'
L10	S 46°21'59" W	14.35'

CURVE DATA				
CURVE	Δ	RADIUS	LENGTH	CHORD
C-3	03°22'29"LT	12,325.00'	725.92'	S 06°24'54" E 725.81'
C-4	02°30'13"RT	12,675.00'	553.86'	N 05°36'29" W 553.82'

LANDTECH
1315 W Sam Houston Parkway N, Suite 100
Houston, Texas 77043
T: 713-861-7068 F: 713-861-4131
TBPELS Registration No. 10019100

PARCEL PLAT
SHOWING

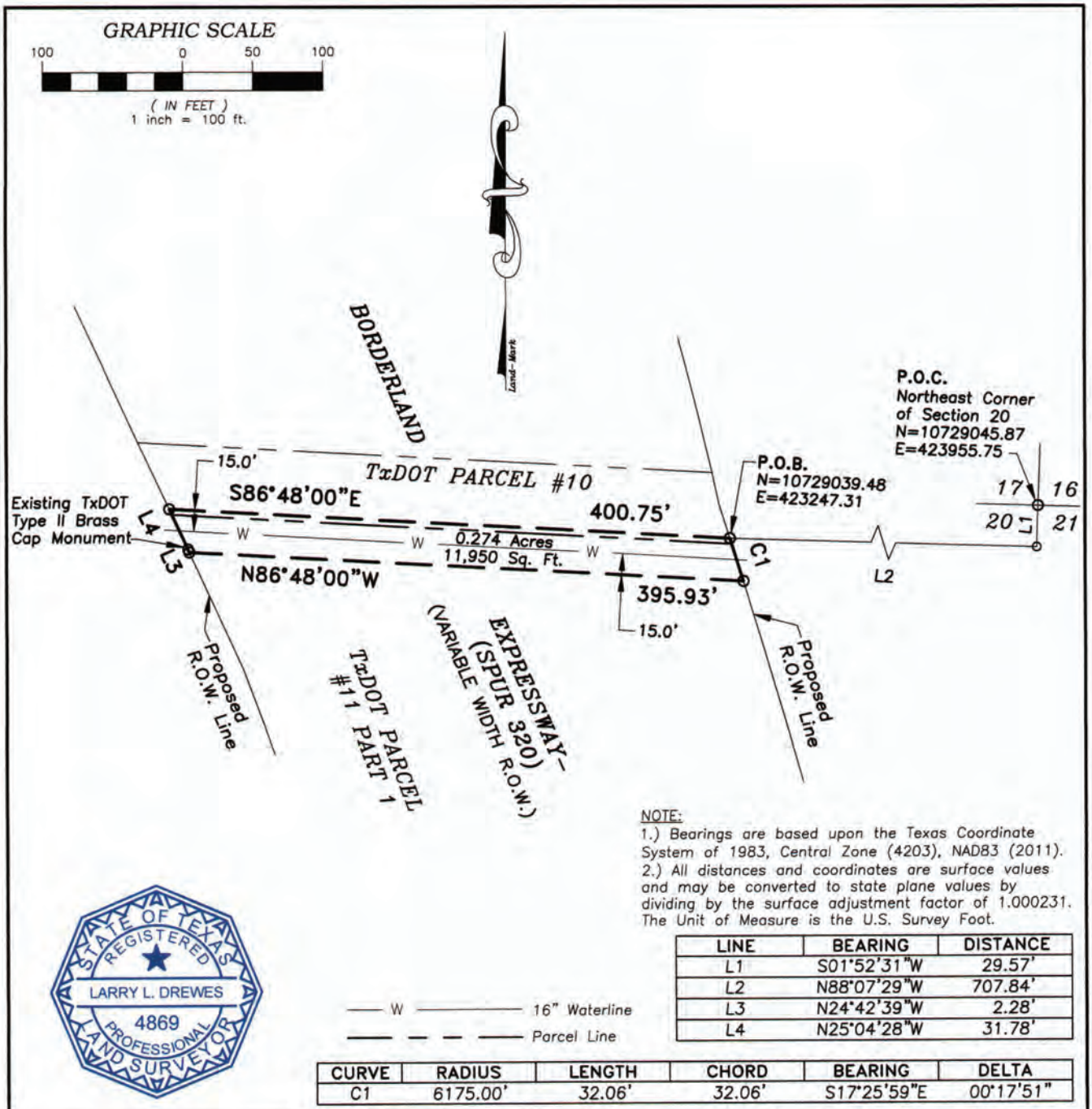
PARCEL 11 PART 3

SPUR 320
EL PASO COUNTY
R.C.S.J. NO. 0665-02-007
JUNE, 2022

PAGE 13 OF 13 SCALE: 1"=200'

SAVE AND EXCEPT from the preceding Property Description of Parcel 11 (P00066035), a reservation of a portion of an easement for water and wastewater purposes as set forth hereinafter as Easement B, and a reservation of an easement for water and wastewater purposed as set forth hereinafter as Easement A.

Exhibit A



NOTE:
1.) Bearings are based upon the Texas Coordinate System of 1983, Central Zone (4203), NAD83 (2011).
2.) All distances and coordinates are surface values and may be converted to state plane values by dividing by the surface adjustment factor of 1.000231. The Unit of Measure is the U.S. Survey Foot.

LINE	BEARING	DISTANCE
L1	S01°52'31"W	29.57'
L2	N88°07'29"W	707.84'
L3	N24°42'39"W	2.28'
L4	N25°04'28"W	31.78'

CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	6175.00'	32.06'	32.06'	S17°25'59"E	00°17'51"

STATE OF TEXAS
REGISTERED
LARRY L. DREWES
4869
PROFESSIONAL
LAND SURVEYOR

I hereby certify that the foregoing easement survey was made by me or under my supervision.

Larry L. Drewes, R.P.L.S.
Texas 4869 N.M. 11402

Plat of Survey

EASEMENT B

A PORTION OF SECTION 20, BLOCK 80, TOWNSHIP 1, TEXAS AND PACIFIC RAILROAD COMPANY SURVEYS, EL PASO COUNTY, TEXAS

Job No. 24-02-33619-B | Scale: 1" = 100' | Date: June 17, 2024

Land-Mark Professional Surveying, Inc.
1420 Bessemer Drive, Suite 'A'
El Paso, Texas 79936
(915) 598-1300
Texas Licensed Surveying Firm
Registration Number 10125900
email: Larry@Land-marksurvey.com
"Serving Texas, New Mexico and Arizona"

Land-Mark Professional Surveying, Inc.

"Serving Texas, New Mexico & Arizona"

METES AND BOUNDS DESCRIPTION

EASEMENT "B"

A PORTION OF SECTION 20, BLOCK 80, TOWNSHIP 1, TEXAS AND PACIFIC RAILROAD COMPANY SURVEYS, EL PASO COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

COMMENCING, for reference, at an existing 2-inch iron pipe lying at the northeast corner of Section 20, Block 80, Township 1, Texas and Pacific Railroad Company Surveys; **THENCE**, South 01°52'31" West, with the easterly section line of said Section 20, a distance of 29.57 feet to a point; **THENCE**, North 88°07'29" West, departing said easterly section line, a distance of 707.84 feet to a point lying in the proposed easterly right-of-way line of Borderland Expressway (Spur 320), for the **POINT OF BEGINNING** of this parcel description; said corner has a coordinate value of N=10,729,039.48 feet and E=423,247.31 feet;

THENCE, southeasterly with the arc of a curve to the right and with said proposed easterly right-of-way line, a distance of 32.06 feet to a point, for a corner of this parcel; Said curve having a radius of 6175.00, a central angle of 00°17'51", and a chord which bears South 17°25'59" East, a distance of 32.06 feet;

THENCE, North 86°48'00" West, a distance of 395.93 feet to a point lying in the proposed westerly right-of-way line of Borderland Expressway (Spur 320), for a corner of this parcel;

THENCE, North 24°42'39" West, with said proposed westerly right-of-way line, a distance of 2.28 feet to an existing TxDOT Type II brass cap monument, for a corner of this parcel;

THENCE, North 25°04'28" West, continuing with said proposed westerly right-of-way line, a distance of 31.78 feet to a point, for a corner of this parcel;

THENCE, South 86°48'00" East, a distance of 400.75 feet to the **POINT OF BEGINNING**;

Said parcel contains 0.274 Acres (11,950 Square feet) more or less.

Notes:

1.) Bearings are based upon the Texas Coordinate System of 1983, Central Zone (4203), NAD83 (2011).

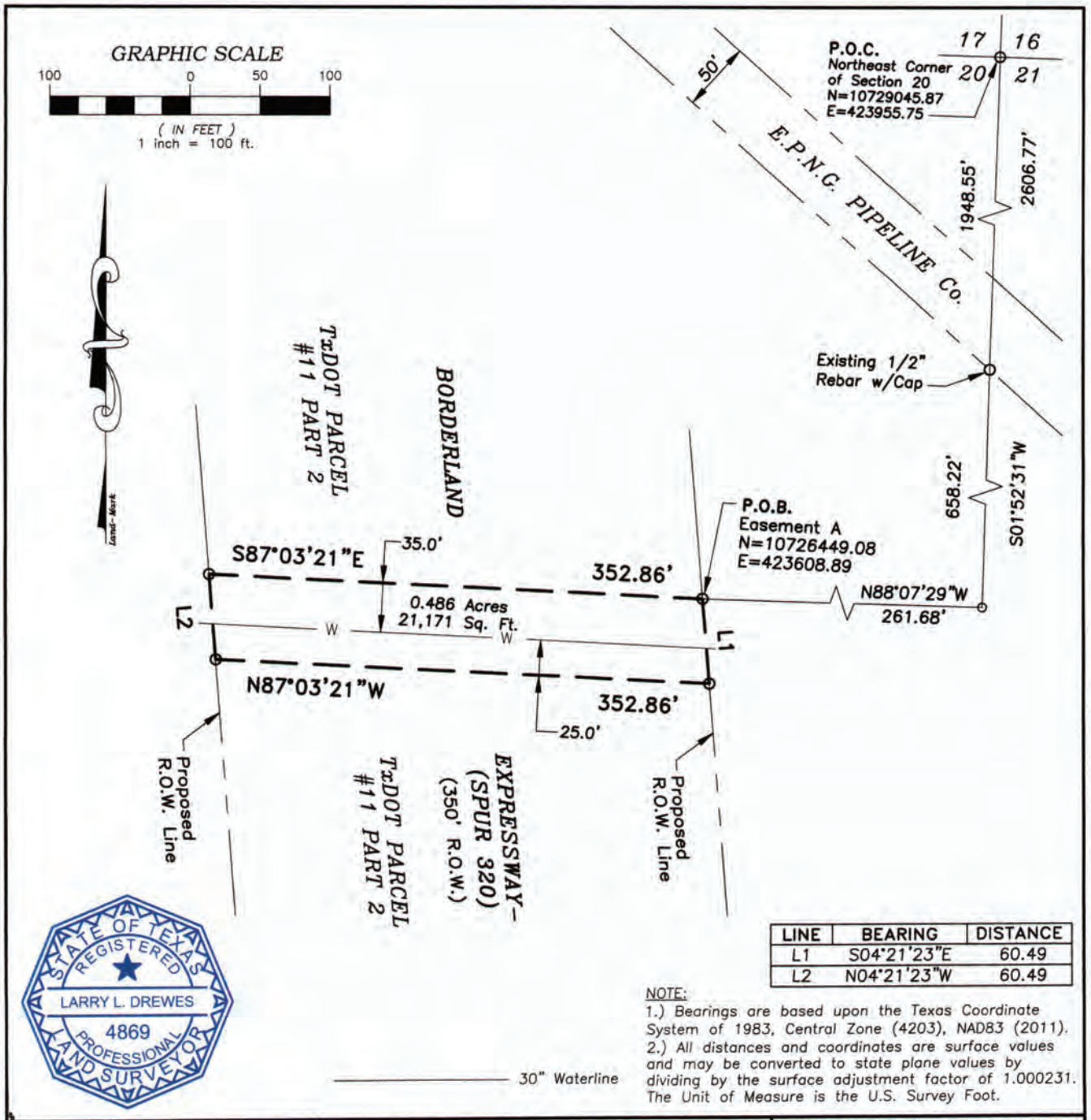
2.) All distances and coordinates are surface values and may be converted to state plane values by dividing by the surface adjustment factor of 1.000231. The Unit of Measure is the U.S. Survey Foot.

Larry L. Drewes, RPLS
Texas License No. 4869
Job Number 33619-B
June 17, 2024

STATE OF TEXAS
REGISTERED
LARRY L. DREWES
4869
PROFESSIONAL
LAND SURVEYOR

1420 Bessemer • El Paso, Texas 79936
Tel. (915) 598-1300 • Fax (915) 598-1221 • Email address: Larry@Land-Marksurvey.com

Exhibit A



LINE	BEARING	DISTANCE
L1	S04°21'23"E	60.49
L2	N04°21'23"W	60.49

NOTE:
1.) Bearings are based upon the Texas Coordinate System of 1983, Central Zone (4203), NAD83 (2011).
2.) All distances and coordinates are surface values and may be converted to state plane values by dividing by the surface adjustment factor of 1.000231. The Unit of Measure is the U.S. Survey Foot.

STATE OF TEXAS
REGISTERED
LARRY L. DREWES
4869
PROFESSIONAL
LAND SURVEYOR

I hereby certify that the foregoing easement survey was made by me or under my supervision.

Larry L. Drewes, R.P.L.S.
Texas 4869 N.M. 11402

Plat of Survey

EASEMENT A

A PORTION OF SECTION 20, BLOCK 80, TOWNSHIP 1, TEXAS AND PACIFIC RAILROAD COMPANY SURVEYS, EL PASO COUNTY, TEXAS

Land-Mark Professional Surveying, Inc.
1420 Bessemer Drive, Suite 'A'
El Paso, Texas 79936
(915) 598-1300
Texas Licensed Surveying Firm
Registration Number 10125900
email: Larry@Land-marksurvey.com
"Serving Texas, New Mexico and Arizona"

Job No. 24-02-33619-A | Scale: 1" = 100' | Date: December 10, 2024

Land-Mark Professional Surveying, Inc.

"Serving Texas, New Mexico & Arizona"

METES AND BOUNDS DESCRIPTION

EASEMENT "A"

A PORTION OF SECTION 20, BLOCK 80, TOWNSHIP 1, TEXAS AND PACIFIC RAILROAD COMPANY SURVEYS, EL PASO COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

COMMENCING, for reference, at an existing 2-inch iron pipe lying at the northeast corner of Section 20, Block 80, Township 1, Texas and Pacific Railroad Company Surveys; **THENCE**, South 01°52'31" West, with said easterly section line, at 1948.55 feet pass an existing 1/2-inch rebar with cap lying in the southwesterly right-of-way line of E.P.N.G. Pipeline Company (50 feet wide) and continuing for a total distance of 2606.77 feet to a point; **THENCE**, North 88°07'29" West, departing said easterly section line, a distance of 261.68 feet to the point lying in the proposed easterly right-of-way line of Borderland Expressway (Spur 320 – 350 feet wide) for the **POINT OF BEGINNING** of this parcel description; said corner has a coordinate value of N=10,726,449.08 feet and E=423,608.89 feet;

THENCE, South 04°21'23" East, with said proposed easterly right-of-way line, a distance of 60.49 feet to a point, for a corner of this parcel;

THENCE, North 87°03'21" West, a distance of 352.86 feet to a point lying in the proposed westerly right-of-way line of Borderland Expressway (Spur 320 – 350 feet wide), for a corner of this parcel;

THENCE, North 04°21'23" West, with said proposed westerly right-of-way line, a distance of 60.49 feet to a point, for a corner of this parcel;

THENCE, South 87°03'21" East, a distance of 352.86 feet to the **POINT OF BEGINNING**.

Said parcel contains 0.486 Acres (21,171 Square feet) more or less.

Notes:

1.) Bearings are based upon the Texas Coordinate System of 1983, Central Zone (4203), NAD83 (2011).

2.) All distances and coordinates are surface values and may be converted to state plane values by dividing by the surface adjustment factor of 1.000231. The Unit of Measure is the U.S. Survey Foot.

Larry L. Drewes, RPLS
Texas License No. 4869
Job Number 33619-A
December 10, 2024

STATE OF TEXAS
REGISTERED
LARRY L. DREWES
4869
PROFESSIONAL
LAND SURVEYOR

1420 Bessemer • El Paso, Texas 79936
Tel. (915) 598-1300 • Fax (915) 598-1221 • Email address: Larry@Land-Marksurvey.com

HIGHWAY: Spur 320
LIMITS: From Texas and New Mexico State Line to Loop 375
COUNTY: El Paso
ACCOUNT NO.:
ROW CSJ: 0665-02-006
OWNER: The City of El Paso

Property Description for
Parcel 16

Being 161,236 square feet or 3.7015 acres of land situated in the E. V. Newman Survey, Abstract No. 5424, Section 28, Block 80, Township 1, Texas and Pacific Railroad Company Surveys, El Paso County, Texas and being part of a tract of land known as Parcel 3 as conveyed to The City of El Paso by deed recorded in Volume 810, Page 1577, Official Public Records of Real Property El Paso County (O.P.R.R.P.E.P.C.) and being more particularly described by metes and bounds as follows:

COMMENCING, at a 5/8-inch iron rod found for the common westerly corner of Sections 28 and 33, Block 80, Township 1, said Texas and Pacific Railroad Company Surveys;

THENCE, South 88º09'30" East, with the common boundary of Sections 28 and 33, said Block 80, a distance of 651.41 feet to a point on the southeasterly right-of-way line of Railroad Drive, a 120 feet wide right-of-way as described by deed recorded in Volume 1626, Page 267, El Paso County Deed Records (E.P.C.D.R.);

THENCE, North 31º31'50" East, with said southeasterly right-of-way line of Railroad Drive, a distance of 777.88 feet to a TxDOT Type II brass cap monument found on the westerly right-of-way line, of said proposed Spur 320, for a westerly corner and **POINT OF BEGINNING** of the herein described parcel and end of a Denial of Access Line, having coordinates of N=10,719,122.43 and E=424,656.94, located 175.00 feet right of proposed Spur 320 Baseline Station 1008+68.70;

1. **THENCE,** North 31º31'50" East, with said southeasterly right-of-way line of Railroad Drive, a distance of 503.48 feet to a TxDOT Type II brass cap monument in concrete found on the easterly right-of-way line of said proposed Spur 320, for the most northerly corner of the herein described parcel and beginning of a Denial of Access Line, located 175.00 feet left of proposed Spur 320 Baseline Station 1005+06.78;

2. **THENCE,** South 12º30'39" East, with said proposed easterly right-of-way and Denial of Access Line, a distance of 460.73 feet to a 5/8-inch iron rod with TXDOT aluminum cap found on the common boundary of said City of El Paso tract and the northwesterly right-of-way of a varied width railroad right-of-way as conveyed to El Paso and North East Railroad Company (E.P. & N.E. R.R. Co.) by Article X of the Constitution of the State of Texas, August 15, 1876, currently the Union Pacific Railroad Company (U.P.R.R.), for an easterly corner of the herein described parcel, located 175.00 feet left of proposed Spur 320 Baseline Station 1009+67.51;

3. **THENCE,** South 31º32'24" West, with said northwesterly U.P.R.R. railroad right-of way, a distance of 503.39 feet to a 5/8-inch iron rod with TxDOT aluminum cap found on the westerly right-of-way of proposed Spur 320, for the most southerly corner of the herein described parcel and beginning of a Denial of Access Line, located 175.00 feet right of proposed Spur 320 Baseline Station 1013+29.31;

4. **THENCE,** North 12º30'39" West, with said proposed westerly right-of-way line and Denial of Access Line, of said proposed Spur 320, a distance of 460.61 feet to the **POINT OF BEGINNING** and containing 161,236 square feet or 3.7015 acres of land.

Note: Survey Plat to accompany this legal description.

Note: Access is prohibited across the "Denial of Access Line" to the highway facility from the remainder of the abutting property.

*Bearings and coordinates are based upon the Texas Coordinate System of 1983, Central Zone (4203), NAD 83(2011) and are referenced to the TxDot RTN, Mount point NAD83_(2010)-West_VRS_RTCM. All distances and coordinates shown are surface values and may be converted to state plane values by dividing by the surface adjustment factor of 1.000231. The Unit of Measure is the U.S. Survey Foot.

I, Scott M. Fertak, a Registered Professional Land Surveyor, do hereby certify that this property description is a true and correct representation of a survey made on the ground, under my direction and supervision.

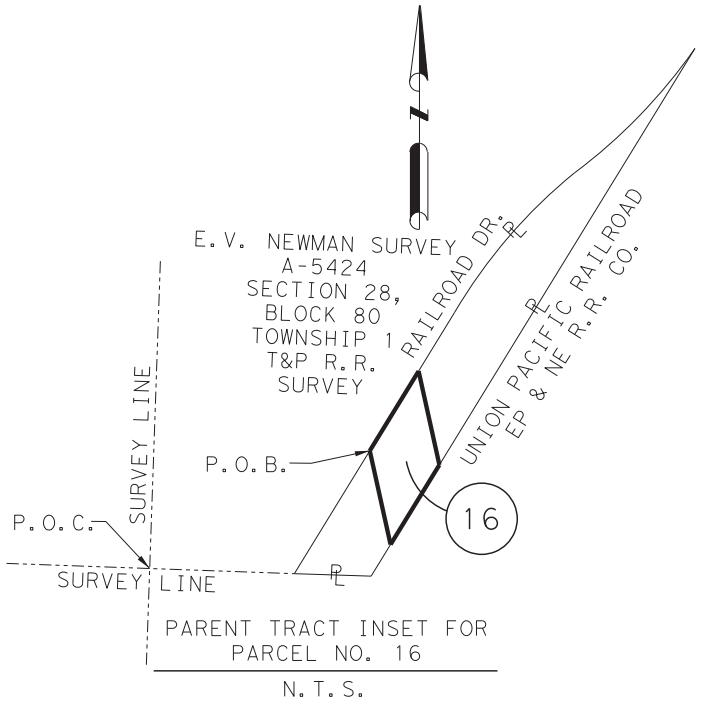


14 July 2022

Scott M. Fertak
Registered Professional Land Surveyor
No. 5257

LEGEND

E.P.C.P.R. - EL PASO COUNTY PLAT RECORDS
E.P.C.D.R. - EL PASO COUNTY DEED RECORDS
O.P.R.R.P.E.C. - OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF EL PASO COUNTY
OVERHEAD UTILITIES — OU —
EXIST. ROW LINE
PROPERTY LINE — PL —
DENIAL OF ACCESS LINE — III —
SURVEY LINE
FENCE — x — x —
CITY LIMITS
U.E. - UTILITY EASEMENT
A.E. - AERIAL EASEMENT
B.L. - BUILDING LINE
I.R. - IRON ROD
I.P. - IRON PIPE
■ SET TXDOT TYPE II MON. (UNLESS OTHERWISE NOTED)
□ FOUND TXDOT TYPE II MON.
● SET 5/8" I.R. W/TXDOT ALUM. CAP
○ FND 5/8" I.R. W/TXDOT ALUM. CAP (UNLESS OTHERWISE NOTED)



PARENT TRACT INSET FOR
PARCEL NO. 16

N.T.S.

NOTES:

1) ALL BEARINGS AND COORDINATES ARE SURFACE AND IN U.S. SURVEY FEET BASED UPON THE TEXAS COORDINATE SYSTEM OF 1983 (NAD 83) STATE PLANE COORDINATES)(2011) CENTRAL ZONE (4203) WITH A SURFACE ADJUSTMENT FACTOR OF 1.00023100 (GRID X 1.00023100 = SURFACE COORDINATES) BASED UPON UTILIZING THE TxDOT EL PASO DISTRICT VIRTUAL REFERENCE NETWORK AUGUST, 2020.

2) FIELD SURVEYS PERFORMED DURING AUGUST, 2021.

3) RESEARCH FOR THIS PROJECT WAS PERFORMED AUGUST 2020.

I HEREBY CERTIFY THAT THIS SURVEY WAS MADE ON THE GROUND UNDER MY SUPERVISION AND THAT THIS PLAT CORRECTLY REPRESENTS THE FACTS AS FOUND AT THE TIME OF THE SURVEY.

14 July 2022

SCOTT M. FERTAK
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5257

STATE OF TEXAS
REGISTERED
SCOTT M. FERTAK
5257
PROFESSIONAL
LAND SURVEYOR

AREA TABLE (ACRES)			
EXISTING AC.	TAKING AC./S.F.	REMAINDER AC. LEFT	REMAINDER AC. RIGHT
	3.7015 161,236		

LANDTECH
2525 North Loop West, Suite 300,
Houston, Texas 77008
T: 713-861-7068 F: 713-861-4131
TBPELS Registration No. 10019100

PARCEL PLAT
SHOWING
PARCEL 16
SPUR 320
EL PASO COUNTY
R.C.S.J. NO. 0665-02-006
JUNE, 2022

PAGE 3 OF 4 SCALE: N.T.S.

Exhibit A

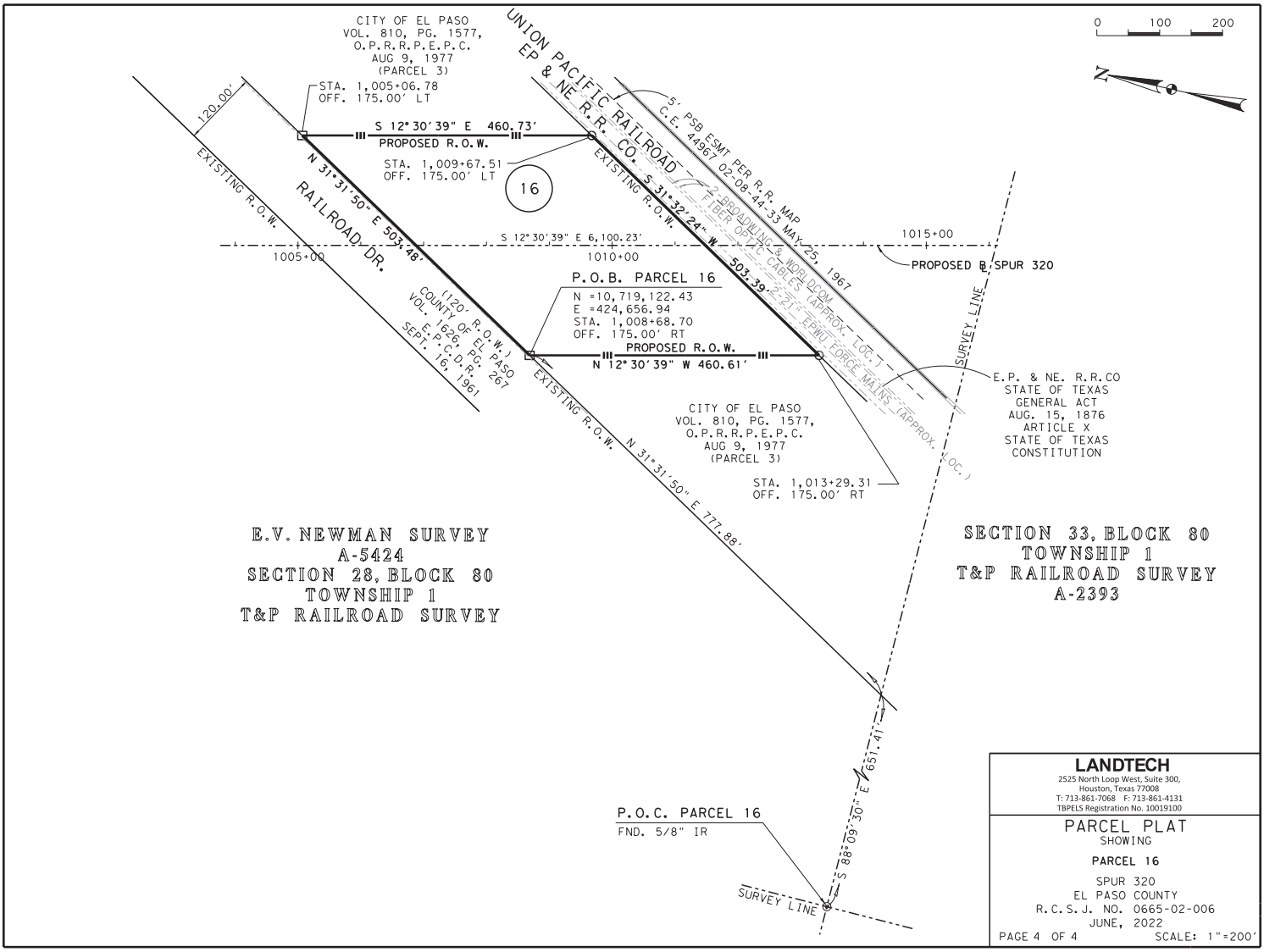
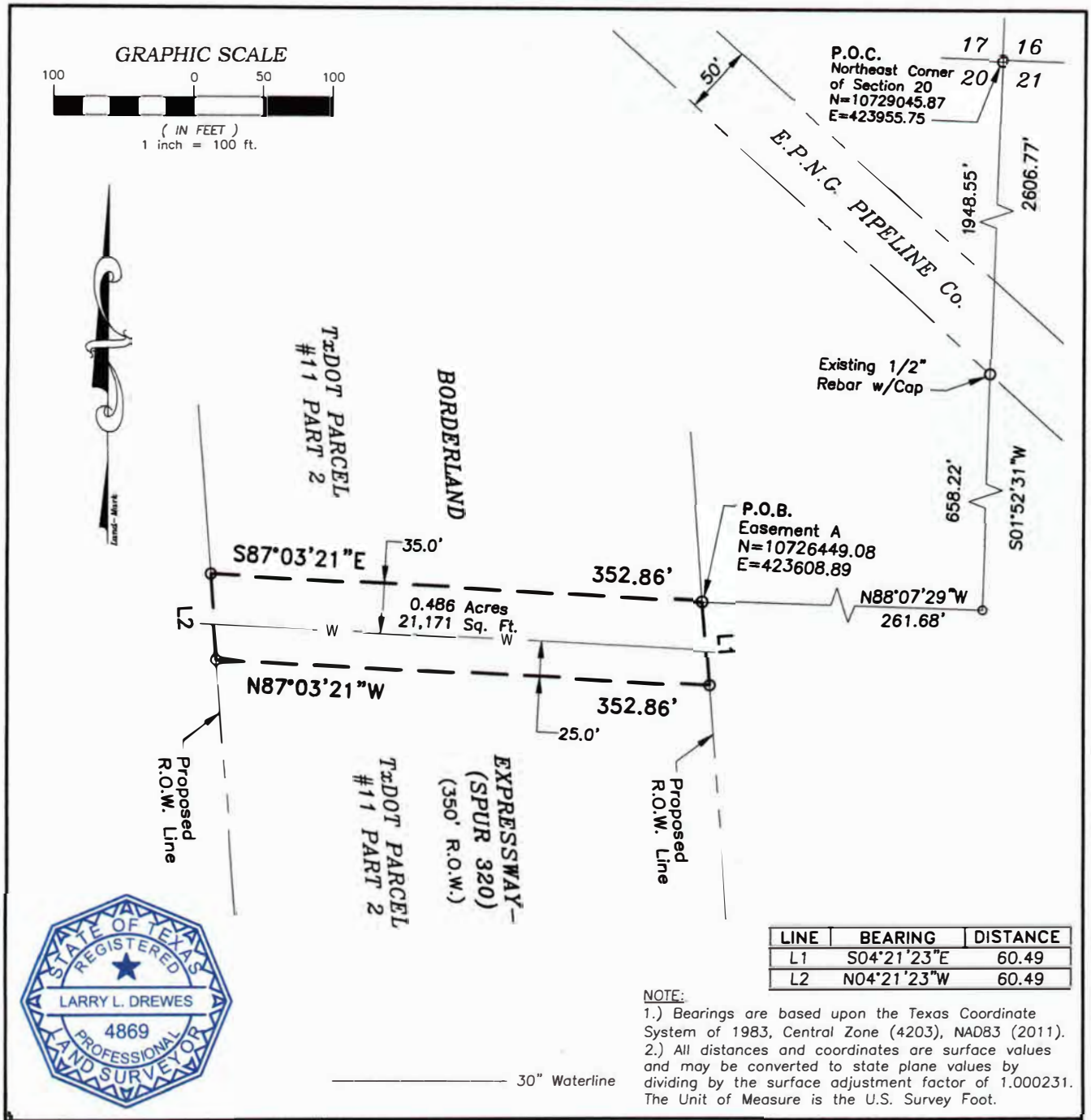

CITY OF EL PASO
VOL. 810, PG. 1577,
O.P.R.R.P.E.P.C.
AUG 9, 1977
(PARCEL 3)
UNION PACIFIC RAILROAD
EP & NE R.R. CO.
0
100
200
120.00'
STA. 1,005+06.78
OFF. 175.00' LT
S 12°30'39" E 460.73'
PROPOSED R.O.W.
STA. 1,009+67.51
OFF. 175.00' LT
16
EXISTING R.O.W.
N 31°31'50" E 503.48'
RAILROAD DR.
S 31°32'24" W 503.39'
5' PSB ESMT PER R.R. MAP
C.E. 44967 02-08-44-33 MAY 25, 1967
2 BROADWING & WORLDCOM
FIBER OPTIC CABLES (APPROX. T.O.C.)
2-21" EPWU FORCE MAINS (APPROX. T.O.C.)
S 12°30'39" E 6,100.23'
1005+00
1010+00
1015+00
PROPOSED R. SPUR 320
SURVEY LINE
P.O.B. PARCEL 16
N =10,719,122.43
E =424,656.94
STA. 1,008+68.70
OFF. 175.00' RT
PROPOSED R.O.W.
N 12°30'39" W 460.61'
(120' R.O.W.)
COUNTY OF EL PASO
VOL. 1626, PG. 267
E.P.C.D.R.
SEPT. 16, 1961
EXISTING R.O.W.
N 31°31'50" E 777.88'
E.P. & NE. R.R.CO
STATE OF TEXAS
GENERAL ACT
AUG. 15, 1876
ARTICLE X
STATE OF TEXAS
CONSTITUTION
CITY OF EL PASO
VOL. 810, PG. 1577,
O.P.R.R.P.E.P.C.
AUG 9, 1977
(PARCEL 3)
STA. 1,013+29.31
OFF. 175.00' RT
E.V. NEWMAN SURVEY
A-5424
SECTION 28, BLOCK 80
TOWNSHIP 1
T&P RAILROAD SURVEY
SECTION 33, BLOCK 80
TOWNSHIP 1
T&P RAILROAD SURVEY
A-2393
S 88°09'30" E 651.41'
P.O.C. PARCEL 16
FND. 5/8" IR
SURVEY LINE
LANDTECH
2525 North Loop West, Suite 300,
Houston, Texas 77008
T: 713-861-7068 F: 713-861-4131
TBPELS Registration No. 10019100
PARCEL PLAT
SHOWING
PARCEL 16
SPUR 320
EL PASO COUNTY
R.C.S.J. NO. 0665-02-006
JUNE, 2022
PAGE 4 OF 4
SCALE: 1"=200'

Exhibit B



LINE	BEARING	DISTANCE
L1	S04°21'23"E	60.49
L2	N04°21'23"W	60.49

NOTE:
1.) Bearings are based upon the Texas Coordinate System of 1983, Central Zone (4203), NAD83 (2011).
2.) All distances and coordinates are surface values and may be converted to state plane values by dividing by the surface adjustment factor of 1.000231. The Unit of Measure is the U.S. Survey Foot.

STATE OF TEXAS REGISTERED LARRY L. DREWES 4869 PROFESSIONAL LAND SURVEYOR

I hereby certify that the foregoing easement survey was made by me or under my supervision.

Larry L. Drewes, R.P.L.S.
Texas 4869 N.M. 11402

Plat of Survey

EASEMENT A

A PORTION OF SECTION 20, BLOCK 80, TOWNSHIP 1, TEXAS AND PACIFIC RAILROAD COMPANY SURVEYS, EL PASO COUNTY, TEXAS

Land-Mark Professional Surveying, Inc.
1420 Bessemer Drive, Suite 'A'
El Paso, Texas 79936
(915) 598-1300
Texas Licensed Surveying Firm
Registration Number 10125900
email: Larry@Land-marksurvey.com
"Serving Texas, New Mexico and Arizona"

Job No. 24-02-33619-A | Scale: 1" = 100' | Date: December 10, 2024

Land-Mark Professional Surveying, Inc.

"Serving Texas, New Mexico & Arizona"

METES AND BOUNDS DESCRIPTION

EASEMENT "A"

A PORTION OF SECTION 20, BLOCK 80, TOWNSHIP 1, TEXAS AND PACIFIC RAILROAD COMPANY SURVEYS, EL PASO COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

COMMENCING, for reference, at an existing 2-inch iron pipe lying at the northeast corner of Section 20, Block 80, Township 1, Texas and Pacific Railroad Company Surveys; **THENCE**, South 01°52'31" West, with said easterly section line, at 1948.55 feet pass an existing 1/2-inch rebar with cap lying in the southwesterly right-of-way line of E.P.N.G. Pipeline Company (50 feet wide) and continuing for a total distance of 2606.77 feet to a point; **THENCE**, North 88°07'29" West, departing said easterly section line, a distance of 261.68 feet to the point lying in the proposed easterly right-of-way line of Borderland Expressway (Spur 320 – 350 feet wide) for the **POINT OF BEGINNING** of this parcel description; said corner has a coordinate value of N=10,726,449.08 feet and E=423,608.89 feet;

THENCE, South 04°21'23" East, with said proposed easterly right-of-way line, a distance of 60.49 feet to a point, for a corner of this parcel;

THENCE, North 87°03'21" West, a distance of 352.86 feet to a point lying in the proposed westerly right-of-way line of Borderland Expressway (Spur 320 – 350 feet wide), for a corner of this parcel;

THENCE, North 04°21'23" West, with said proposed westerly right-of-way line, a distance of 60.49 feet to a point, for a corner of this parcel;

THENCE, South 87°03'21" East, a distance of 352.86 feet to the **POINT OF BEGINNING**.

Said parcel contains 0.486 Acres (21,171 Square feet) more or less.

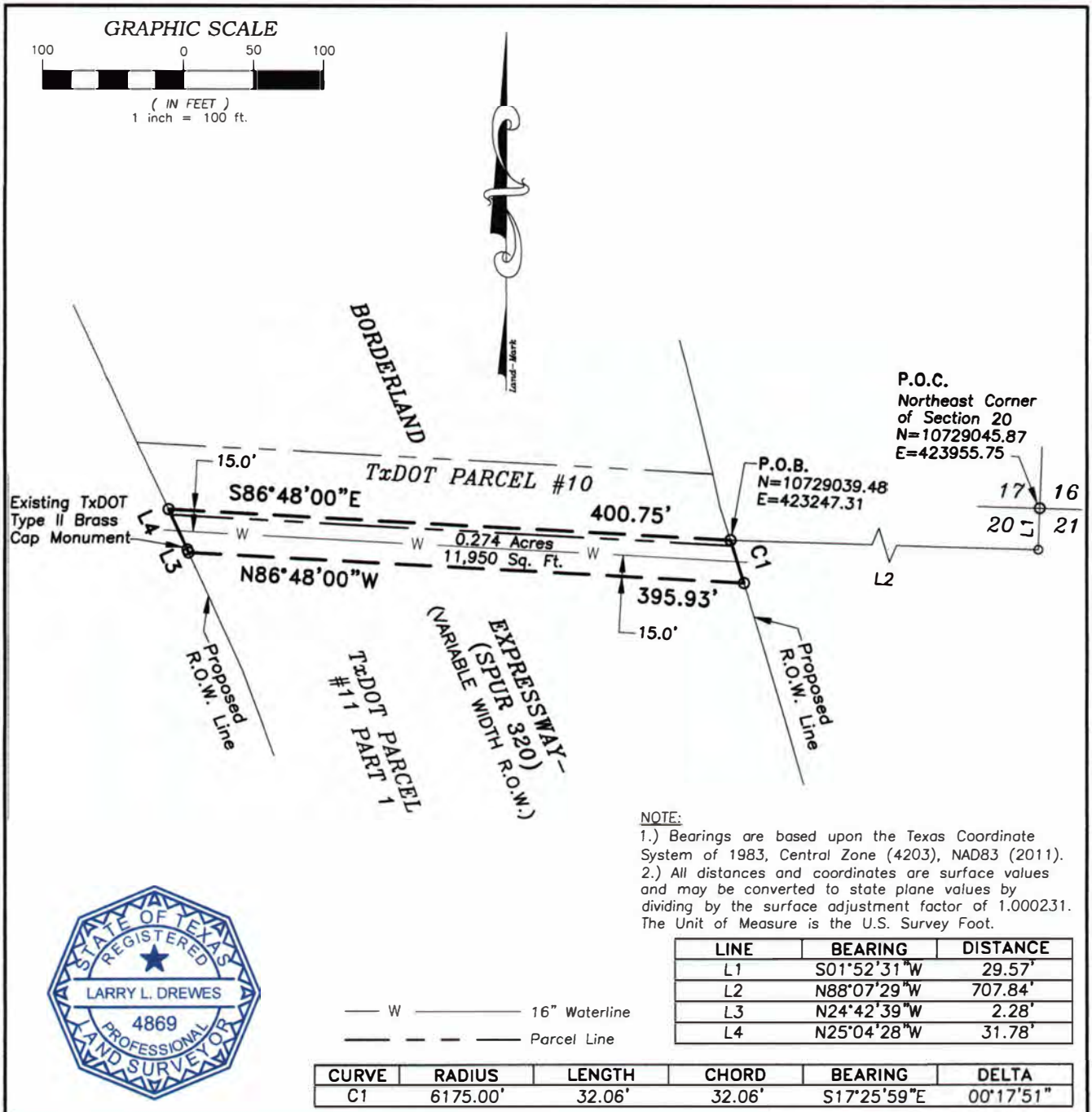
Notes:
1.) Bearings are based upon the Texas Coordinate System of 1983, Central Zone (4203), NAD83 (2011).
2.) All distances and coordinates are surface values and may be converted to state plane values by dividing by the surface adjustment factor of 1.000231. The Unit of Measure is the U.S. Survey Foot.

Larry L. Drewes, RPLS
Texas License No. 4869
Job Number 33619-A
December 10, 2024

STATE OF TEXAS
REGISTERED
LARRY L. DREWES
4869
PROFESSIONAL
LAND SURVEYOR

1420 Bessemer • El Paso, Texas 79936
Tel. (915) 598-1300 • Fax (915) 598-1221 • Email address: Larry@Land-Marksurvey.com

Exhibit B



NOTE:
1.) Bearings are based upon the Texas Coordinate System of 1983, Central Zone (4203), NAD83 (2011).
2.) All distances and coordinates are surface values and may be converted to state plane values by dividing by the surface adjustment factor of 1.000231. The Unit of Measure is the U.S. Survey Foot.

LINE	BEARING	DISTANCE
L1	S01°52'31"W	29.57'
L2	N88°07'29"W	707.84'
L3	N24°42'39"W	2.28'
L4	N25°04'28"W	31.78'

CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	6175.00'	32.06'	32.06'	S17°25'59"E	00°17'51"

STATE OF TEXAS
REGISTERED
LARRY L. DREWES
4869
PROFESSIONAL
LAND SURVEYOR

I hereby certify that the foregoing easement survey was made by me or under my supervision.

Larry L. Drewes, R.P.L.S.
Texas 4869 N.M. 11402

Plat of Survey

EASEMENT B

A PORTION OF SECTION 20, BLOCK 80, TOWNSHIP 1, TEXAS AND PACIFIC RAILROAD COMPANY SURVEYS, EL PASO COUNTY, TEXAS

Land-Mark Professional Surveying, Inc.
1420 Bessemer Drive, Suite 'A'
El Paso, Texas 79936
(915) 598-1300
Texas Licensed Surveying Firm
Registration Number 10125900
email: Larry@Land-marksurvey.com
"Serving Texas, New Mexico and Arizona"

Job No. 24-02-33619-B | Scale: 1" = 100' | Date: June 17, 2024

Land-Mark Professional Surveying, Inc.

"Serving Texas, New Mexico & Arizona"

METES AND BOUNDS DESCRIPTION

EASEMENT "B"

A PORTION OF SECTION 20, BLOCK 80, TOWNSHIP 1, TEXAS AND PACIFIC RAILROAD COMPANY SURVEYS, EL PASO COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

COMMENCING, for reference, at an existing 2-inch iron pipe lying at the northeast corner of Section 20, Block 80, Township 1, Texas and Pacific Railroad Company Surveys; **THENCE**, South 01°52'31" West, with the easterly section line of said Section 20, a distance of 29.57 feet to a point; **THENCE**, North 88°07'29" West, departing said easterly section line, a distance of 707.84 feet to a point lying in the proposed easterly right-of-way line of Borderland Expressway (Spur 320), for the **POINT OF BEGINNING** of this parcel description; said corner has a coordinate value of N=10,729,039.48 feet and E=423,247.31 feet;

THENCE, southeasterly with the arc of a curve to the right and with said proposed easterly right-of-way line, a distance of 32.06 feet to a point, for a corner of this parcel; Said curve having a radius of 6175.00, a central angle of 00°17'51", and a chord which bears South 17°25'59" East, a distance of 32.06 feet;

THENCE, North 86°48'00" West, a distance of 395.93 feet to a point lying in the proposed westerly right-of-way line of Borderland Expressway (Spur 320), for a corner of this parcel;

THENCE, North 24°42'39" West, with said proposed westerly right-of-way line, a distance of 2.28 feet to an existing TxDOT Type II brass cap monument, for a corner of this parcel;

THENCE, North 25°04'28" West, continuing with said proposed westerly right-of-way line, a distance of 31.78 feet to a point, for a corner of this parcel;

THENCE, South 86°48'00" East, a distance of 400.75 feet to the **POINT OF BEGINNING**;

Said parcel contains 0.274 Acres (11,950 Square feet) more or less.

Notes:

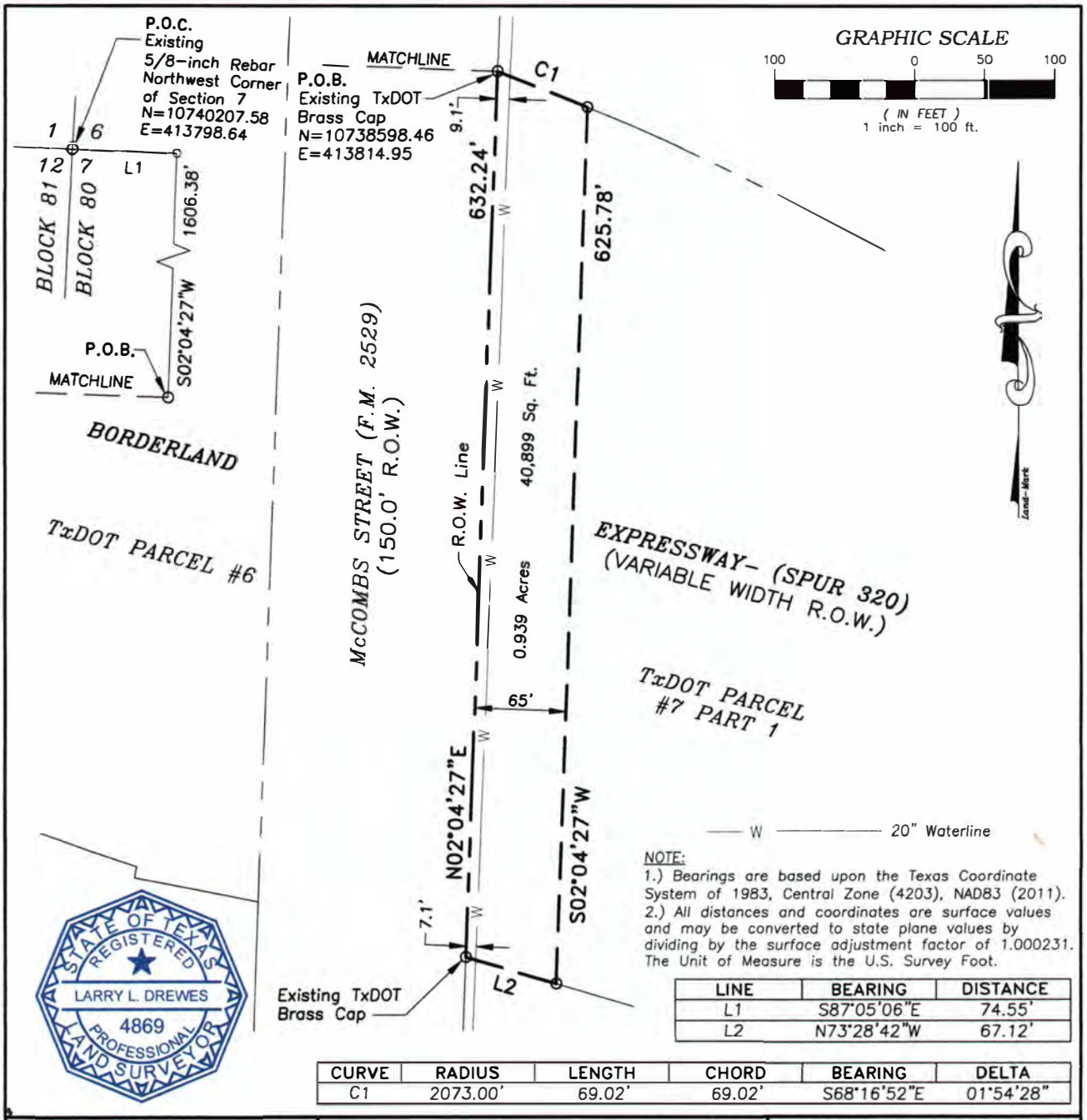
1.) Bearings are based upon the Texas Coordinate System of 1983, Central Zone (4203), NAD83 (2011).

2.) All distances and coordinates are surface values and may be converted to state plane values by dividing by the surface adjustment factor of 1.000231. The Unit of Measure is the U.S. Survey Foot.

Larry L. Drewes, RPLS
Texas License No. 4869
Job Number 33619-B
June 17, 2024

STATE OF TEXAS
REGISTERED
LARRY L. DREWES
4869
PROFESSIONAL
LAND SURVEYOR

1420 Bessemer • El Paso, Texas 79936
Tel. (915) 598-1300 • Fax (915) 598-1221 • Email address: Larry@Land-Marksurvey.com



NOTE:
1.) Bearings are based upon the Texas Coordinate System of 1983, Central Zone (4203), NAD83 (2011).
2.) All distances and coordinates are surface values and may be converted to state plane values by dividing by the surface adjustment factor of 1.000231. The Unit of Measure is the U.S. Survey Foot.

LINE	BEARING	DISTANCE
L1	S87°05'06"E	74.55'
L2	N73°28'42"W	67.12'

CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	2073.00'	69.02'	69.02'	S68°16'52"E	01°54'28"

STATE OF TEXAS
REGISTERED
LARRY L. DREWES
4869
PROFESSIONAL
LAND SURVEYOR

I hereby certify that the foregoing easement survey was made by me or under my supervision.

Larry L. Drewes, R.P.L.S.
Texas 4869 N.M. 11402

Plat of Survey

EASEMENT D

A PORTION OF SECTION 7, BLOCK 80, TOWNSHIP 1, TEXAS AND PACIFIC RAILROAD COMPANY SURVEYS, EL PASO COUNTY, TEXAS

Land-Mark Professional Surveying, Inc.
1420 Bessemer Drive, Suite 'A'
El Paso, Texas 79936
(915) 598-1300
Texas Licensed Surveying Firm
Registration Number 10125900
email: Larry@Land-marksurvey.com
"Serving Texas, New Mexico and Arizona"

Job No. 24-02-33619-D | Scale: 1" = 100' | Date: December 12, 2024

Land-Mark Professional Surveying, Inc.

"Serving Texas, New Mexico & Arizona"

METES AND BOUNDS DESCRIPTION

EASEMENT "D"

A PORTION OF SECTION 7, BLOCK 80, TOWNSHIP 1, TEXAS AND PACIFIC RAILROAD COMPANY SURVEYS, EL PASO COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

COMMENCING, for reference, at the northwest corner of Section 7, Block 80, Township 1, Texas and Pacific Railroad Company Surveys; **THENCE**, South 87°05'06" East, with the northerly section line of said Section 7, a distance of 74.55 feet to a point lying in the easterly right-of-way line of McCombs Street (F.M. 2529); **THENCE**, South 02°04'27" West, with said easterly right-of-way line, a distance of 1606.38 feet to an existing TxDOT brass cap lying in the proposed northeasterly right-of-way line of Borderland Expressway (Spur 320) for the **POINT OF BEGINNING** of this parcel description; said corner has a coordinate value of N=10,738,598.46 feet and E=413,814.95 feet;

THENCE, southeasterly with the arc of a curve to the right and with said proposed northeasterly right-of-way line, a distance of 69.02 feet to a point, for a corner of this parcel; Said curve having a radius of 2073.00 feet, a central angle of 01°54'28", and a chord which bears South 68°16'52" East, a distance of 69.02 feet;

THENCE, South 02°04'27" West, a distance of 625.78 feet to a point lying in the proposed southwesterly right-of-way line of Borderland Expressway (Spur 320), for a corner of this parcel;

THENCE, North 73°28'42" West, with said proposed southwesterly right-of-way line, a distance of 67.12 feet to an existing TxDOT brass cap lying in said easterly right-of-way line of McCombs Street, for a corner of this parcel;

THENCE, North 02°04'27" East, with said easterly right-of-way line, a distance of 632.24 feet to the **POINT OF BEGINNING**;

Said parcel contains 0.939 Acres (40,899 Square feet) more or less.

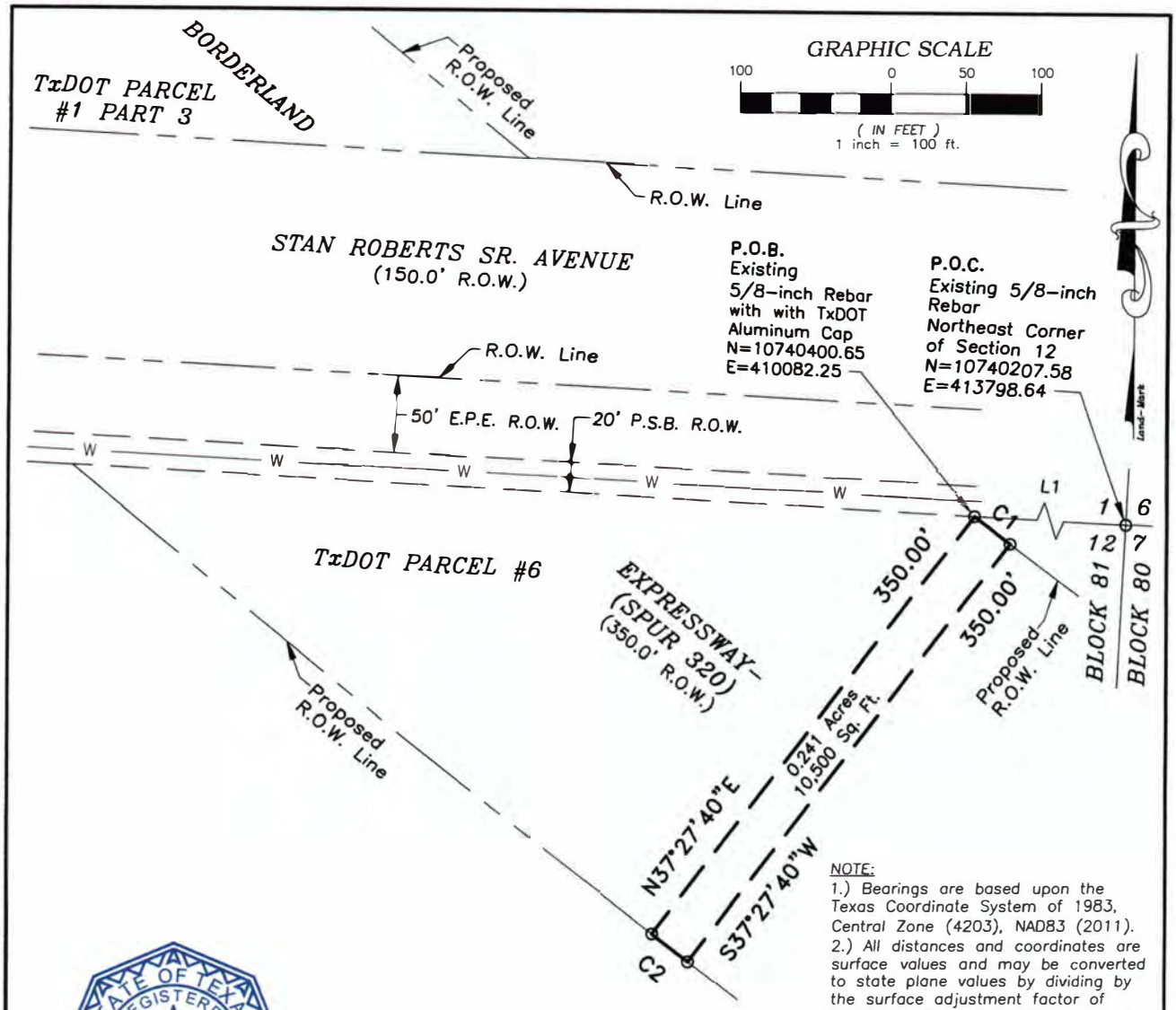
Notes:
1.) Bearings are based upon the Texas Coordinate System of 1983, Central Zone (4203), NAD83 (2011).
2.) All distances and coordinates are surface values and may be converted to state plane values by dividing by the surface adjustment factor of 1.000231. The Unit of Measure is the U.S. Survey Foo

Larry L. Drewes, RPLS
Texas License No. 4869
Job Number 33619-D
December 12, 2024

STATE OF TEXAS
REGISTERED
LARRY L. DREWES
4869
PROFESSIONAL
LAND SURVEYOR

1420 Bessemer • El Paso, Texas 79936
Tel. (915) 598-1300 • Fax (915) 598-1221 • Email address: Larry@Land-Marksurvey.com

Exhibit B



NOTE:
1.) Bearings are based upon the Texas Coordinate System of 1983, Central Zone (4203), NAD83 (2011).
2.) All distances and coordinates are surface values and may be converted to state plane values by dividing by the surface adjustment factor of 1.000231. The Unit of Measure is the U.S. Survey Foot.

STATE OF TEXAS REGISTERED LARRY L. DREWES 4869 PROFESSIONAL LAND SURVEYOR

W 30" Waterline

LINE	BEARING	DISTANCE
L1	N87°01'34"W	3721.40'

CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	12325.00'	30.00'	30.00'	S52°36'31"E	00°08'22"
C2	12675.00'	30.00'	30.00'	N52°36'24"W	00°08'08"

I hereby certify that the foregoing easement survey was made by me or under my supervision.

Larry L. Drewes, R.P.L.S.
Texas 4869 N.M. 11402

Plat of Survey

EASEMENT E

A PORTION OF SECTION 12, BLOCK 81, TOWNSHIP 1, TEXAS AND PACIFIC RAILROAD COMPANY SURVEYS, EL PASO COUNTY, TEXAS

Land-Mark Professional Surveying, Inc.
1420 Bessemer Drive, Suite 'A'
El Paso, Texas 79936
(915) 598-1300
Texas Licensed Surveying Firm Registration Number 10125900
email: Larry@Land-marksurvey.com
"Serving Texas, New Mexico and Arizona"

Job No. 24-02-33619-E | Scale: 1" = 100' | Date: September 23, 2024

Land-Mark Professional Surveying, Inc.

"Serving Texas, New Mexico & Arizona"

METES AND BOUNDS DESCRIPTION

EASEMENT "E"

A PORTION OF SECTION 12, BLOCK 81, TOWNSHIP 1, TEXAS AND PACIFIC RAILROAD COMPANY SURVEYS, EL PASO COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

COMMENCING, for reference, at an existing 5/8-inch rebar lying at the northeast corner of Section 12, Block 81, Township 1, Texas and Pacific Railroad Company Surveys; **THENCE**, North 87°01'34" West, with the northerly section line of said Section 12, a distance of 3721.40 feet to a point the proposed northeasterly right-of-way line of Borderland Expressway (Spur 320), for the **POINT OF BEGINNING** of this parcel description; said corner has a coordinate value of N=10,740,400.65 feet and E=410,082.25 feet;

THENCE, southeasterly with the arc of a curve to the left and with said proposed northeasterly right-of-way line, a distance of 30.00 feet to a point, for a corner of this parcel; Said curve having a radius of 12325.00 feet, a central angle of 00°08'22", and a chord which bears South 52°36'31" East, a distance of 30.00 feet;

THENCE, South 37°27'40" West, a distance of 350.00 feet to a point the proposed southwesterly right-of-way line of Borderland Expressway (Spur 320), for a corner of this parcel;

THENCE, northwesterly with the arc of a curve to the right and with said proposed southwesterly right-of-way line, a distance of 30.00 feet to a point, for a corner of this parcel; Said curve having a radius of 12675.00 feet, a central angle of 00°08'08", and a chord which bears North 52°36'24" West, a distance of 30.00 feet;

THENCE, North 37°27'40" East, a distance of 350.00 feet to the **POINT OF BEGINNING**;

Said parcel contains 0.241 Acres (10,500 Square feet) more or less.

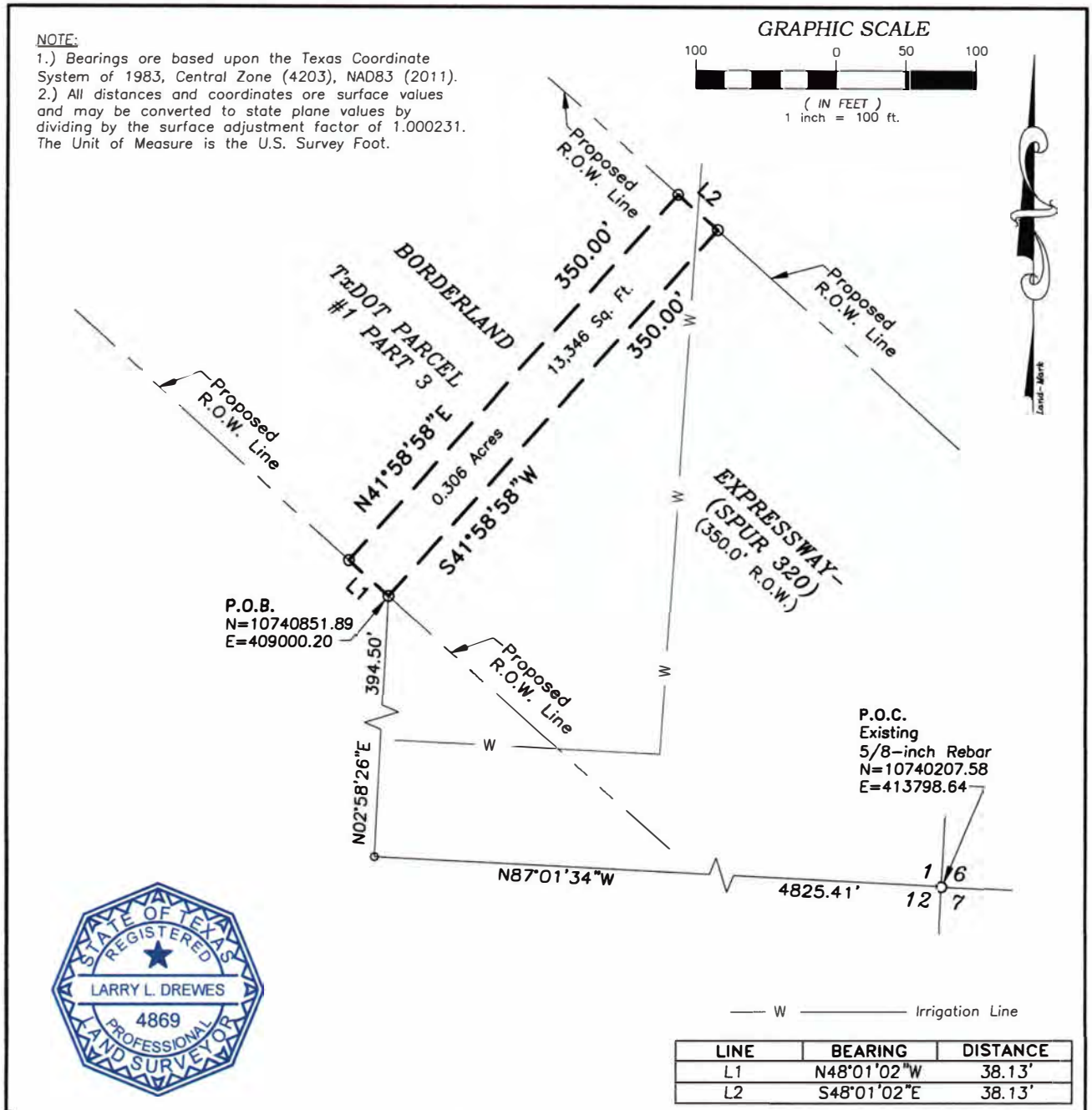
Notes:
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2.) All distances and coordinates are surface values and may be converted to state plane values by dividing by the surface adjustment factor of 1.000231. The Unit of Measure is the U.S. Survey Foot.

Larry L. Drewes, RPLS
Texas License No. 4869
Job Number 33619-E
September 23, 2024

STATE OF TEXAS
REGISTERED
LARRY L. DREWES
4869
PROFESSIONAL
LAND SURVEYOR

1420 Bessemer • El Paso, Texas 79936
Tel. (915) 598-1300 • Fax (915) 598-1221 • Email address: Larry@Land-Marksurvey.com

NOTE:
1.) Bearings ore based upon the Texas Coordinate System of 1983, Central Zone (4203), NAD83 (2011).
2.) All distances and coordinates ore surface values and may be converted to state plane values by dividing by the surface adjustment factor of 1.000231. The Unit of Measure is the U.S. Survey Foot.



LINE	BEARING	DISTANCE
L1	N48°01'02"W	38.13'
L2	S48°01'02"E	38.13'

I hereby certify that the foregoing easement survey was made by me or under my supervision.

Larry L. Drewes, R.P.L.S.
Texas 4869 N.M. 11402

Plat of Survey

EASEMENT F

A PORTION OF SECTION 1, BLOCK 81, TOWNSHIP 1, TEXAS AND PACIFIC RAILROAD COMPANY SURVEYS, EL PASO COUNTY, TEXAS

Land-Mark Professional Surveying, Inc.
1420 Bessemer Drive, Suite 'A'
El Paso, Texas 79936
(915) 598-1300
Texas Licensed Surveying Firm
Registration Number 10125900
email: Lorry@Lond-morksurvey.com
"Serving Texas, New Mexico and Arizona"

Job No. 24-02-33619-F | Scale: 1" = 100' | Date: December 12, 2024

Land-Mark Professional Surveying, Inc.

"Serving Texas, New Mexico & Arizona"

METES AND BOUNDS DESCRIPTION

EASEMENT "F"

A PORTION OF SECTION 1, BLOCK 81, TOWNSHIP 1, TEXAS AND PACIFIC RAILROAD COMPANY SURVEYS, EL PASO COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

COMMENCING, for reference, at an existing 5/8-inch rebar lying at the southeast corner of Section 1, Block 81, Township 1, Texas and Pacific Railroad Company Surveys; **THENCE**, North 87°01'34" West, with said southerly boundary line of said Section 1, a distance of 4825.41 feet to a point; **THENCE** North 02°58'26" East, departing said southerly boundary line, a distance of 394.50 feet to a point lying in the proposed southwesterly right-of-way line of Borderland Expressway (Spur 320), for the **POINT OF BEGINNING** of this parcel description; said corner has a coordinate value of N=10,740,851.89 feet and E=409000.20 feet;

THENCE, North 48°01'02" West, with said proposed southwesterly right-of-way line, a distance of 38.13 feet to a point, for a corner of this parcel;

THENCE, North 41°58'58" East, a distance of 350.00 feet to a point lying in the proposed northeasterly right-of-way line of Borderland Expressway (Spur 320), for a corner of this parcel;

THENCE, South 48°01'02" East, with said proposed northeasterly right-of-way line, a distance of 38.13 feet to a point, for a corner of this parcel;

THENCE, South 41°58'58" West, a distance of 350.00 feet to the **POINT OF BEGINNING**;

Said parcel contains 0.306 Acres (13,346 Square feet) more or less.

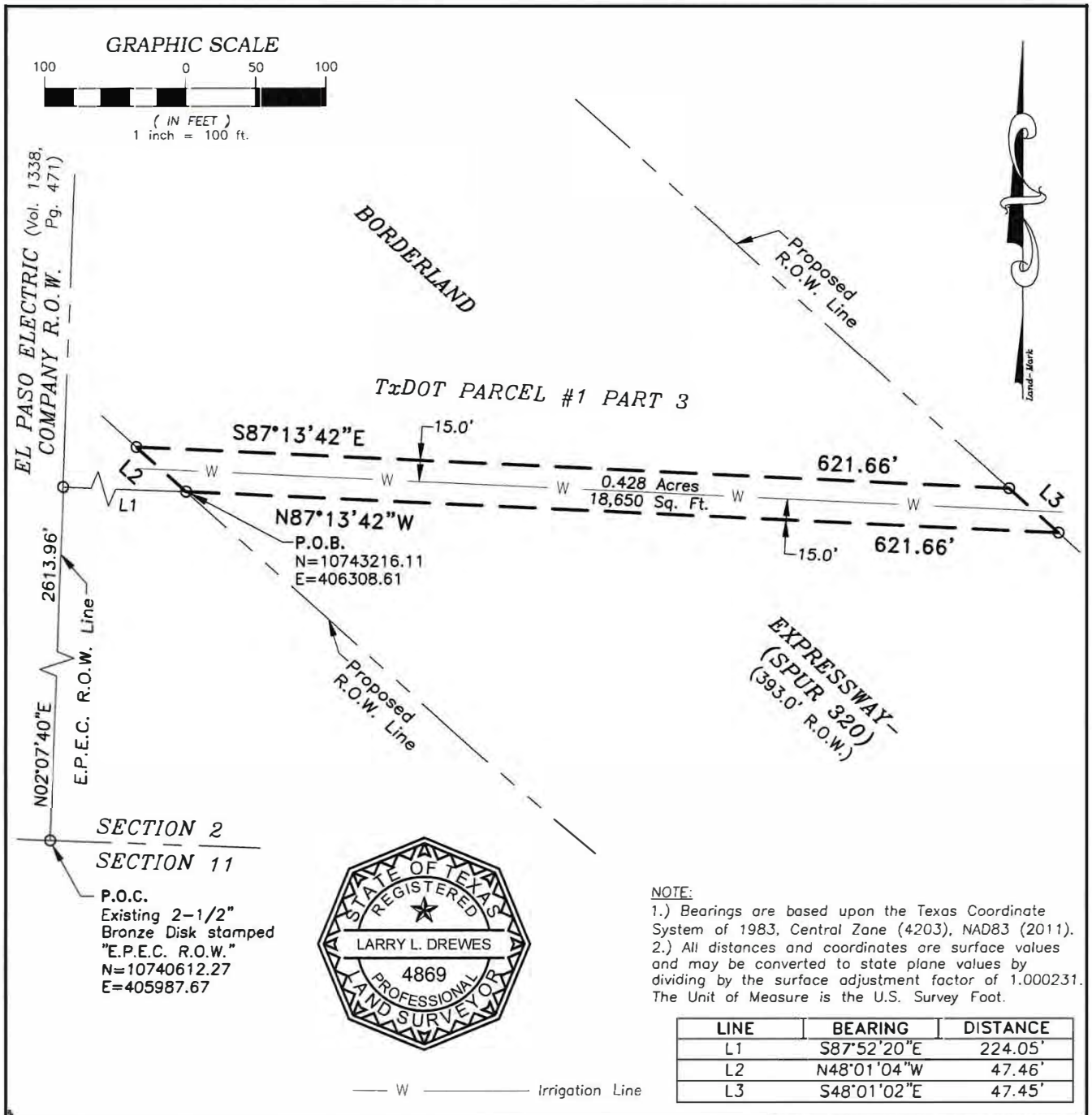
Notes:
1.) Bearings are based upon the Texas Coordinate System of 1983, Central Zone (4203), NAD83 (2011).
2.) All distances and coordinates are surface values and may be converted to state plane values by dividing by the surface adjustment factor of 1.000231. The Unit of Measure is the U.S. Survey Foot.

Larry L. Drewes, RPLS
Texas License No. 4869
Job Number 33619-F
December 12, 2024

STATE OF TEXAS
REGISTERED
LARRY L. DREWES
4869
PROFESSIONAL
LAND SURVEYOR

1420 Bessemer • El Paso, Texas 79936
Tel. (915) 598-1300 • Fax (915) 598-1221 • Email address: Larry@Land-Marksurvey.com

Exhibit B



NOTE:
1.) Bearings are based upon the Texas Coordinate System of 1983, Central Zone (4203), NAD83 (2011).
2.) All distances and coordinates are surface values and may be converted to state plane values by dividing by the surface adjustment factor of 1.000231. The Unit of Measure is the U.S. Survey Foot.

LINE	BEARING	DISTANCE
L1	S87°52'20"E	224.05'
L2	N48°01'04"W	47.46'
L3	S48°01'02"E	47.45'

I hereby certify that the foregoing easement survey was made by me or under my supervision.

Larry L. Drewes, R.P.L.S.
Texas 4869 N.M. 11402

Plat of Survey

EASEMENT G

A PORTION OF SECTION 2, BLOCK 81, TOWNSHIP 1, TEXAS AND PACIFIC RAILROAD COMPANY SURVEYS, EL PASO COUNTY, TEXAS

Land-Mark Professional Surveying, Inc.
1420 Bessemer Drive, Suite 'A'
El Paso, Texas 79936
(915) 598-1300
Texas Licensed Surveying Firm Registration Number 10125900
email: Larry@Land-marksurvey.com
"Serving Texas, New Mexico and Arizona"

Job No. 24-02-33619-G | Scale: 1" = 100' | Date: July 8, 2024

Land-Mark Professional Surveying, Inc.

"Serving Texas, New Mexico & Arizona"

METES AND BOUNDS DESCRIPTION

EASEMENT "G"

A PORTION OF SECTION 2, BLOCK 81, TOWNSHIP 1, TEXAS AND PACIFIC RAILROAD COMPANY SURVEYS, EL PASO COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

COMMENCING, for reference, at an existing 2-1/2 inch Bronze Disk stamped "E.P.E.C. R.O.W." lying in the common section line of Sections 2 and 11, Block 81, Township 1 and lying in the easterly right-of-way line of El Paso Electric Company (E.P.E.C.), as recorded in Volume 1338, Page 471, Official Records of El Paso County, Texas; **THENCE**, North 02°07'40" East, with the easterly E.P.E.C right-of-way line, a distance of 2613.96 feet to a point; **THENCE** South 87°52'20" East, departing said easterly right-of-way line, a distance of 224.05 feet to a point lying in the proposed southwesterly right-of-way line of Borderland Expressway (Spur 320), for the **POINT OF BEGINNING** of this parcel description; said corner has a coordinate value of N=10,743,216.11 feet and E=406,308.61 feet;

THENCE, North 48°01'04" West, with said proposed southwesterly right-of-way line, a distance of 47.46 feet to a point, for a corner of this parcel;

THENCE, South 87°13'42" East, a distance of 621.66 feet to a point lying in the proposed northeasterly right-of-way line of Borderland Expressway (Spur 320), for a corner of this parcel;

THENCE, South 48°01'02" East, with said proposed northeasterly right-of-way line, a distance of 47.45 feet to a point, for a corner of this parcel;

THENCE, North 87°13'42" West, a distance of 621.66 feet to the **POINT OF BEGINNING**;

Said parcel contains 0.428 Acres (18,650 Square feet) more or less.

Notes:

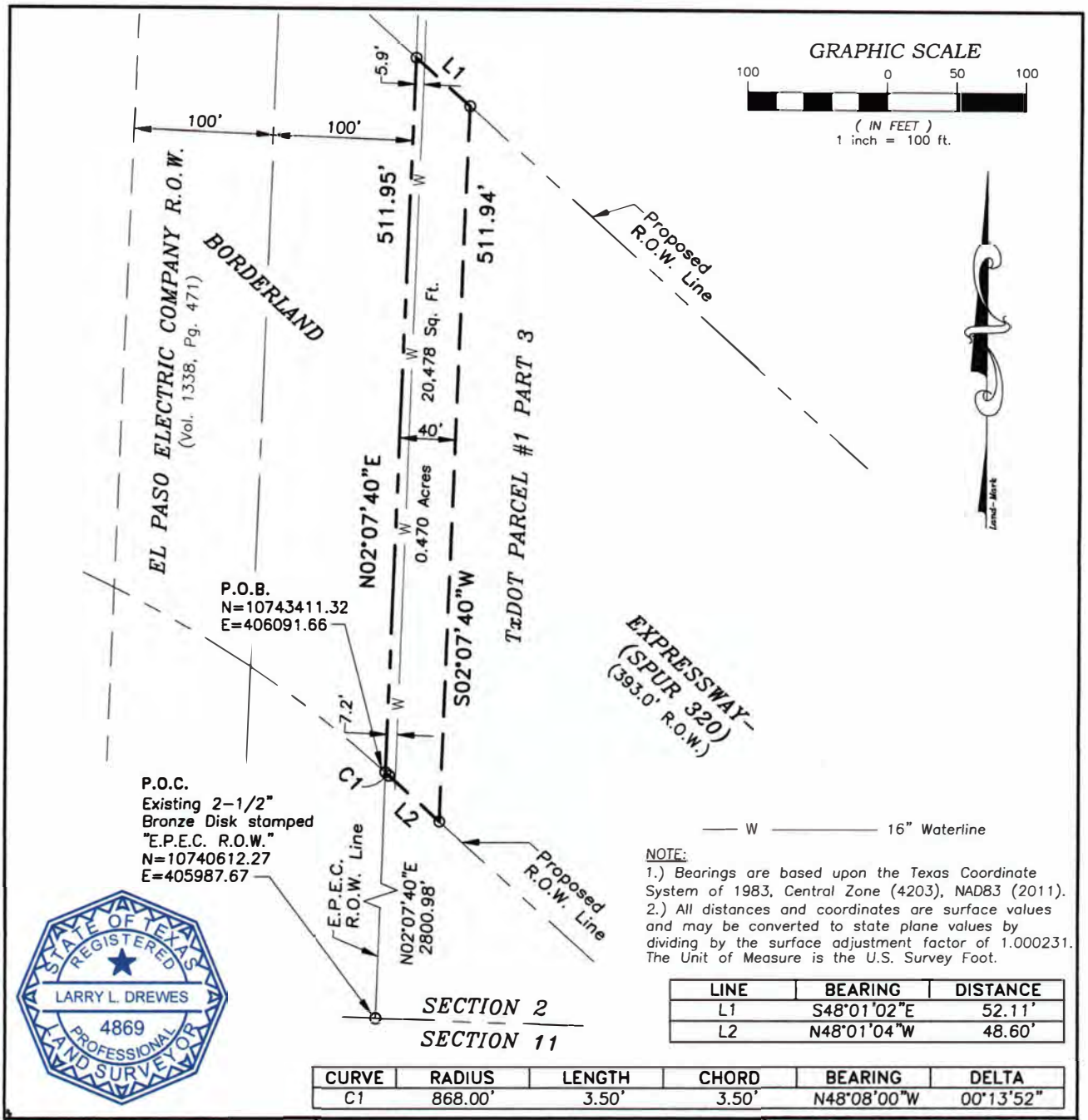
1.) Bearings are based upon the Texas Coordinate System of 1983, Central Zone (4203), NAD83 (2011).

2.) All distances and coordinates are surface values and may be converted to state plane values by dividing by the surface adjustment factor of 1.000231. The Unit of Measure is the U.S. Survey Foot.

Larry L. Drewes, RPLS
Texas License No. 4869
Job Number 33619-G
July 8, 2024

STATE OF TEXAS
REGISTERED
LARRY L. DREWES
4869
PROFESSIONAL
LAND SURVEYOR

1420 Bessemer • El Paso, Texas 79936
Tel. (915) 598-1300 • Fax (915) 598-1221 • Email address: Larry@Land-Marksurvey.com



NOTE:
1.) Bearings are based upon the Texas Coordinate System of 1983, Central Zone (4203), NAD83 (2011).
2.) All distances and coordinates are surface values and may be converted to state plane values by dividing by the surface adjustment factor of 1.000231. The Unit of Measure is the U.S. Survey Foot.

LINE	BEARING	DISTANCE
L1	S48°01'02"E	52.11'
L2	N48°01'04"W	48.60'

CURVE	RADIUS	LENGTH	CHORD	BEARING	DELTA
C1	868.00'	3.50'	3.50'	N48°08'00"W	00°13'52"

STATE OF TEXAS REGISTERED LARRY L. DREWES 4869 PROFESSIONAL LAND SURVEYOR

I hereby certify that the foregoing easement survey was made by me or under my supervision.

Larry L. Drewes, R.P.L.S.
Texas 4869 N.M. 11402

Plat of Survey

EASEMENT H

A PORTION OF SECTION 2, BLOCK 81, TOWNSHIP 1, TEXAS AND PACIFIC RAILROAD COMPANY SURVEYS, EL PASO COUNTY, TEXAS

Land-Mark Professional Surveying, Inc.
1420 Bessemer Drive, Suite 'A'
El Paso, Texas 79936
(915) 598-1300
Texas Licensed Surveying Firm
Registration Number 10125900
email: Larry@Land-marksurvey.com
"Serving Texas, New Mexico and Arizona"

Job No. 24-02-33619-H | Scale: 1" = 100' | Date: December 12, 2024

Land - Mark Professional Surveying Inc.

"Serving Texas, New Mexico and Arizona"

METES AND BOUNDS DESCRIPTION

EASEMENT "H"

A PORTION OF SECTION 2, BLOCK 81, TOWNSHIP 1, TEXAS AND PACIFIC RAILROAD COMPANY SURVEYS, EL PASO COUNTY, TEXAS AND BEING MORE PARTICULARLY DESCRIBED BY METES AND BOUNDS AS FOLLOWS;

COMMENCING, for reference, at an existing 2-1/2 inch Bronze Disk stamped "E.P.E.C. R.O.W." lying in the common section line of Sections 2 and 11, Block 81, Township 1, Texas and Pacific Railroad Company Surveys and lying in the easterly right-of-way line of El Paso Electric Company (E.P.E.C.), as recorded in Volume 1338, Page 471, Official Records of El Paso County, Texas; **THENCE,** North 02°07'40" East, with said easterly right-of-way line, a distance of 2800.98 feet to a point lying in the proposed southwesterly right-of-way line of Borderland Expressway (Spur 320) for the **POINT OF BEGINNING** of this parcel description; said corner has a coordinate value of N=10,743,411.32 feet and E=406,091.66 feet;

THENCE, North 02°07'40" East, with said easterly right-of-way line, a distance of 511.95 feet to a point lying in the proposed northeasterly right-of-way line of Borderland Expressway (Spur 320), for a corner of this parcel;

THENCE, South 48°01'02" East, with said proposed northeasterly right-of-way line, a distance of 52.11 feet to a point, for a corner of this parcel;

THENCE, South 02°07'40" West, a distance of 511.94 feet to a point lying in the proposed southwesterly right-of-way line of Borderland Expressway (Spur 320), for a corner of this parcel;

THENCE, North 48°01'04" West, with said proposed southwesterly right-of-way line, a distance of 48.60 feet to a point, for a corner of this parcel;

THENCE, northwesterly with the arc of a curve to the left and continuing with said proposed southwesterly right-of-way line, a distance of 3.50 feet to the **POINT OF BEGINNING;** Said curve having a radius of 868.00 feet, a central angle of 00°13'52", and a chord which bears North 48°08'00" West, a distance of 3.50 feet.

Said parcel contains 0.470 Acres (20,478 Square feet) more or less.

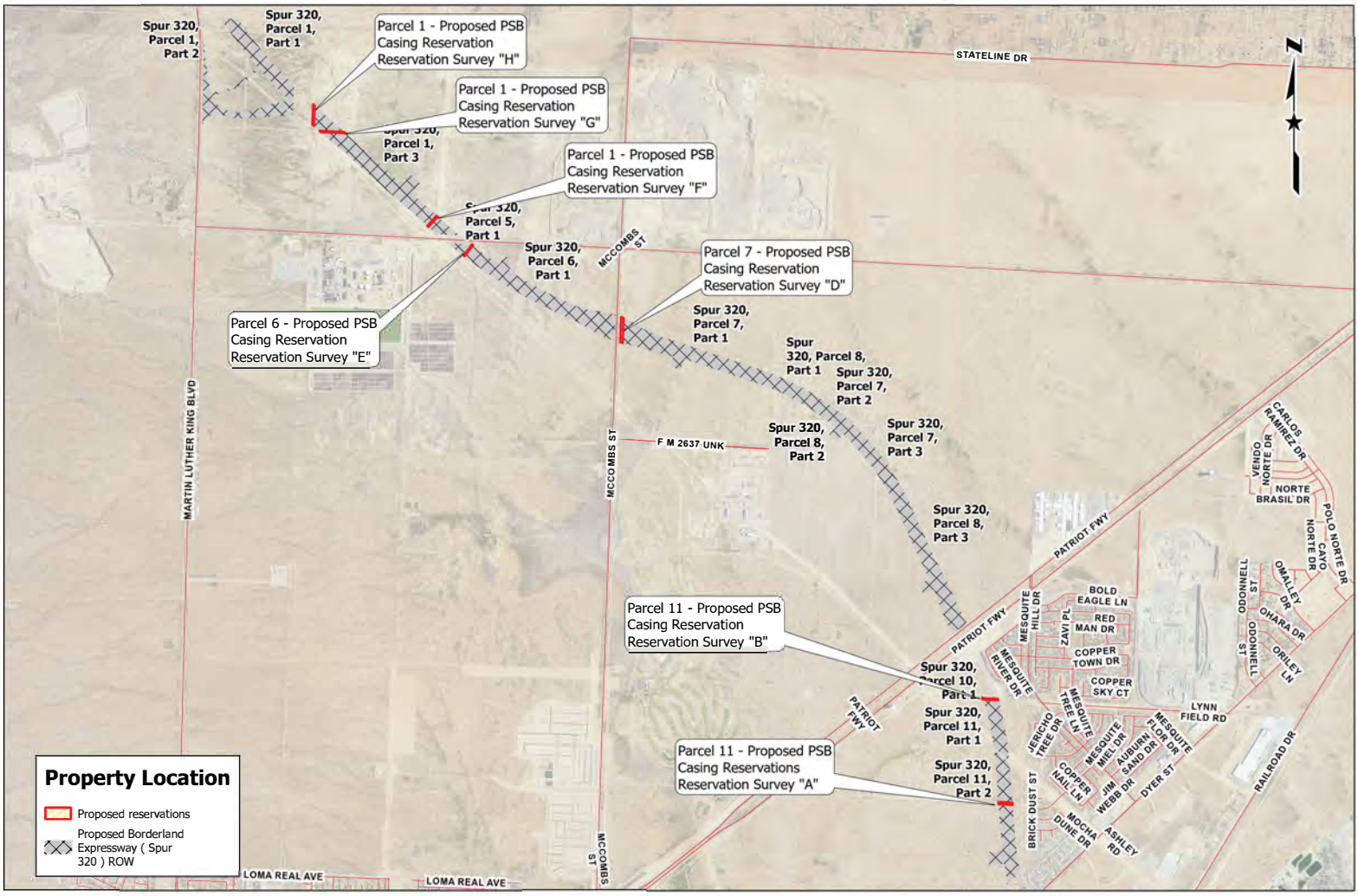
Notes:
1.) Bearings are based upon the Texas Coordinate System of 1983, Central Zone (4203), NAD83 (2011).
2.) All distances and coordinates are surface values and may be converted to state plane values by dividing by the surface adjustment factor of 1.000231. The Unit of Measure is the U.S. Survey Foot.

Larry L. Drewes, RPLS
Texas License No. 4869
Job Number 33619-H
December 12, 2024

STATE OF TEXAS
REGISTERED
LARRY L. DREWES
4869
PROFESSIONAL
LAND SURVEYOR

1420 Bessemer • El Paso, Texas 79936
Tel. (915) 598-1300 • Fax (915) 598-1221 • E-mail address: Land-marksurvey.com

Exhibit B


Spur 320, Parcel 1, Part 2
Spur 320, Parcel 1, Part 1
Parcel 1 - Proposed PSB Casing Reservation Reservation Survey "H"
Parcel 1 - Proposed PSB Casing Reservation Reservation Survey "G"
Spur 320, Parcel 1, Part 3
Parcel 1 - Proposed PSB Casing Reservation Reservation Survey "F"
Spur 320, Parcel 5, Part 1
Spur 320, Parcel 6, Part 1
MCCOMBS ST
Parcel 7 - Proposed PSB Casing Reservation Reservation Survey "D"
Parcel 6 - Proposed PSB Casing Reservation Reservation Survey "E"
Spur 320, Parcel 7, Part 1
Spur 320, Parcel 8, Part 1
Spur 320, Parcel 7, Part 2
Spur 320, Parcel 7, Part 3
Spur 320, Parcel 8, Part 2
F M 2637 UNK
Spur 320, Parcel 8, Part 3
MARTIN LUTHER KING BLVD
MCCOMBS ST
STATELINE DR
PATRIOT FWY
Parcel 11 - Proposed PSB Casing Reservation Reservation Survey "B"
Spur 320, Parcel 10, Part 1
Spur 320, Parcel 11, Part 1
Parcel 11 - Proposed PSB Casing Reservations Reservation Survey "A"
Spur 320, Parcel 11, Part 2
LOMA REAL AVE
LOMA REAL AVE
MCCOMBS ST
BOLD EAGLE LN
RED MAN DR
COPPER TOWN DR
COPPER SKY CT
LYNN FIELD RD
RAILROAD DR
DYER ST
ASHLEY RD
MOCHA DUNE DR
BRICK DUST ST
JIM WEBB DR
COPPER NAIL LN
AUBURN SAND DR
MESQUITE MIEL DR
MESQUITE FLOR DR
JERICHO TREE DR
MESQUITE TREE LN
MESQUITE RIVER DR
MESQUITE HILL DR
ZAVI PL
ODONNELL ST
O'MALLEY DR
O'HARA DR
O'RILEY LN
POLO NORTE DR
CAYO NORTE DR
NORTE BRASIL DR
VENDO NORTE DR
CARLOS RAMIREZ DR
Property Location
Proposed reservations
Proposed Borderland Expressway (Spur 320) ROW

September 6, 2023

File No.: 2128677
Title Insurance Commitment and Title Data, Inc.

Dear Customer:

The attached title insurance commitment contains information which has been obtained or derived from records and information owned by Title Data, Inc. or one of its subsidiaries (collectively "Title Data"). Title Data owns and maintains land title plants for various Texas counties. Title Data created its title plants through the investment of extensive time, labor, skill and money. **The information contained in the title plants is protected by federal copyright law and Texas common law on trade secrets and contract.**

Title Data has granted our company a license to use one or more of its title plants. Our company's right to access and use Title Data's title plants is governed by our contract with Title Data. Our contract with Title Data restricts who can receive and/or use a title insurance commitment which is based, in whole or in part, upon Title Data's records and information.

Under the terms of our contract with Title Data, we are permitted to provide you with the attached title insurance commitment **for limited use and distribution only**. Specifically, you are sublicensed to deliver, exhibit, or furnish the attached title insurance commitment (or any copies thereof) **ONLY** to your bona fide employees and a third party who is playing a bona fide role in this proposed real estate transaction, including a lawyer, a lender, a surveyor, a real estate broker or agent, and the parties to this proposed transaction.

For purposes of our agreement with Title Data, "deliver, exhibit, or furnish" includes, without limitation, copying this title insurance commitment (whether such copying be by means of a photocopier, facsimile machine, another electronic scanning device, or any other method of reproduction) and providing such copy to any third party.

Your furnishing of the attached title insurance commitment to anyone not specifically enumerated above is not permitted by our contract with Title Data and constitutes a breach of our sublicense to you. Your furnishing of the attached title insurance commitment to anyone not specifically enumerated above is also a violation of federal copyright law and Texas common law.

Therefore, as an express condition of us providing you with the attached title insurance commitment, you specifically agree to limit its uses to those set forth herein, and to provide a copy of this letter to any party to whom you deliver, exhibit, or furnish the attached title insurance commitment (or any copies thereof).

In the event you are unable or unwilling to comply with these conditions, immediately return the attached title insurance commitment to our company, without reviewing, copying or otherwise utilizing in any way the information contained therein.

A COPY OF THIS LETTER MUST ACCOMPANY THE ATTACHED TITLE INSURANCE COMMITMENT AT ALL TIMES. ALL DOWNSTREAM RECIPIENTS MUST PROVIDE A COPY OF THIS LETTER TO ANY OTHER AUTHORIZED USERS OF THE ATTACHED TITLE INSURANCE COMMITMENT.

Thank you for your business.

Sincerely,
Stewart Title Company

Ron Rush

Stewart Title Company
415 North Mesa Street
El Paso, TX 79901
(915) 225-8200 main (915) 225-8290 fax
Ron.Rush@stewart.com

COMMITMENT FOR TITLE INSURANCE

ISSUED BY
STEWART TITLE GUARANTY COMPANY

THE FOLLOWING COMMITMENT FOR TITLE INSURANCE IS NOT VALID UNLESS YOUR NAME AND THE POLICY AMOUNT ARE SHOWN IN SCHEDULE A, AND OUR AUTHORIZED REPRESENTATIVE HAS COUNTERSIGNED BELOW.

We, STEWART TITLE GUARANTY COMPANY, will issue our title insurance policy or policies (the Policy) to You (the proposed insured) upon payment of the premium and other charges due, and compliance with the requirements in Schedule C. Our Policy will be in the form approved by the Texas Department of Insurance at the date of issuance, and will insure your interest in the land described in Schedule A. The estimated premium for our Policy and applicable endorsements is shown on Schedule D. There may be additional charges such as recording fees, and expedited delivery expenses.

This Commitment ends ninety (90) days from the effective date, unless the Policy is issued sooner, or failure to issue the Policy is our fault. Our liability and obligations to you are under the express terms of this Commitment and end when this Commitment expires.

In Witness Whereof, the Company has caused this commitment to be signed and sealed as of the effective date of commitment as shown in Schedule A, the commitment to become valid and binding only when countersigned by an authorized signatory.

Roberta H. Chestnut
Authorized Countersignature

Stewart Title Company
415 North Mesa Street
El Paso, TX 79901

STEWART TITLE GUARANTY COMPANY
INCORPORATED
1908
TEXAS

Frederick H. Eppinger
President and CEO

David Hisey
Secretary

CONDITIONS AND STIPULATIONS

1. If you have actual knowledge of any matter which may affect the title or mortgage covered by this Commitment, that is not shown in Schedule B, you must notify us in writing,. If you do not notify us in writing, our liability to you is ended or reduced to the extent that your failure to notify us affects our liability. If you do notify us, or we learn of such matter, we may amend Schedule B, but we will not be relieved of liability already incurred.

2. Our liability is only to you, and others who are included in the definition of Insured in the Policy to be issued. Our liability is only for actual loss incurred in your reliance on this Commitment to comply with its requirements or to acquire the interest in the land. Our liability is limited to the amount shown in Schedule A of this Commitment and will be subject to the following terms of the Policy: Insuring Provisions, Conditions and Stipulations, and Exclusions.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252-2029.

IMPORTANT INFORMATION

FOR INFORMATION, OR
TO MAKE A COMPLAINT
CALL OUR TOLL-FREE TELE-
PHONE NUMBER

1-800-729-1902

ALSO
YOU MAY CONTACT
THE TEXAS DEPARTMENT
OF INSURANCE AT

1-800-252-3439

to obtain information on:

1. filing a complaint against an insurance company or agent,
2. whether an insurance company or agent is licensed,
3. complaints received against an insurance company or agent.
4. policyholder rights, and
5. a list of consumer publications and services available through the Department.

YOU MAY ALSO WRITE TO
THE TEXAS DEPARTMENT OF
INSURANCE
P.O. Box 12030
Austin, TX 78711-2030
FAX NO. (512) 490-1007

AVISO IMPORTANTE

PARA INFORMACION, O
PARA SOMETER UNA QUEJA
LLAME AL NUMERO GRATIS

1-800-729-1902

TAMBIEN
PUEDE COMUNICARSE CON
EL DEPARTAMENTO DE SEGUROS
DE TEXAS AL

1-800-252-3439

para obtener informacion sobre:

1. como someter una queja en contra de una compania de seguros o agente de seguros,
2. si una compania de seguros o agente de seguros tiene licencia,
3. quejas recibidas en contra de una compania de seguros o agente de seguros,
4. los derechos del asegurado, y
5. una lista de publicaciones y servicios para consumidores disponibles a traves del Departamento.

TAMBIEN PUEDE ESCRIBIR AL
DEPARTAMENTO DE SEGUROS DE
TEXAS
P.O. Box 12030
Austin, TX 78711-2030
FAX NO. (512) 490-1007

TEXAS TITLE INSURANCE INFORMATION

Title insurance insures you against loss resulting from certain risks to your title. The commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The commitment is a legal document. You should review it carefully to completely understand it before your closing date.	El seguro de titulo le asegura en relacion a perdidas resultantes de ciertos riesgos que pueden afectar el titulo de su propiedad. El Compromiso para Seguro de Titulo es la promesa de la compania aseguradora de titulos de emitir la poliza de seguro de titulo. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y entenderlo completamente antes de la fecha para finalizar su transaccion.

Your commitment for Title Insurance is a legal contract between you and us. The Commitment is not an opinion or report of your title. It is a contract to issue you a policy subject to the Commitment's terms and requirements.

Before issuing a Commitment for Title Insurance (the Commitment) or a Title Insurance Policy (the Policy), the title insurance Company (the Company) determines whether the title is insurable. This determination has already been made. Part of that determination involves the Company's decision to insure the title except for certain risks that will not be covered by the Policy. Some of these risks are listed in Schedule B of the attached Commitment as Exceptions. Other risks are stated in the Policy as Exclusions. These risks will not be covered by the Policy. The Policy is not an abstract of title nor does a Company have an obligation to determine the ownership of any mineral interest.

MINERALS AND MINERAL RIGHTS may not be covered by the Policy. The Company may be unwilling to insure title unless there is an exclusion or an exception as to Minerals and Mineral Rights in the Policy. Optional endorsements insuring certain risks involving minerals, and the use of improvements (excluding lawns, shrubbery and trees) and permanent buildings may be available for purchase. If the title insurer issues the title policy with an exclusion or exception to the minerals and mineral rights, neither this Policy, nor the optional endorsements, ensure that the purchaser has title to the mineral rights related to the surface estate.

Another part of the determination involves whether the promise to insure is conditioned upon certain requirements being met. Schedule C of the Commitment lists these requirements that must be satisfied or the Company will refuse to cover them. You may want to discuss any matters shown in Schedules B and C of the Commitment with an attorney. These matters will affect your title and your use of the land.

When your Policy is issued, the coverage will be limited by the Policy's Exceptions, Exclusions and Conditions, defined below.

- EXCEPTIONS are title risks that a Policy generally covers but does not cover in a particular instance. Exceptions are shown on Schedule B or discussed in Schedule C of the Commitment. They can also be added if you do not comply with the Conditions section of the Commitment. When the Policy is issued, all Exceptions will be on Schedule B of the Policy.

- EXCLUSIONS are title risks that a Policy generally does not cover. Exclusions are contained in the Policy but not shown or discussed in the Commitment.

- CONDITIONS are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 1-800-729-1902 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

You can also get a brochure that explains the policy from the Texas Department of Insurance by calling 1-800-252-3439.

Before the Policy is issued, you may request changes in the Policy. Some of the changes to consider are:

- Request amendment of the "area and boundary" exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey and comply with other requirements of the Company. On the Owner's Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company and if the Company's other requirements are met, your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy. Whether or not you request amendment of the "area and boundary" exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.

- Allow the Company to add an exception to "rights of parties in possession". If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement holders who occupy the land. The Company may charge you for the inspection. If you want to make your own inspection, you must sign a Waiver of Inspection form and allow the Company to add this exception to your Policy.

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.

COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 2128677	Effective Date: September 21, 2023 at 8:00AM
CLOSER: Ron Rush	Issued: September 29, 2023 10:43AM

1. The policy or policies to be issued are:

   a. OWNER'S POLICY OF TITLE INSURANCE (Form T-1)
   (Not applicable for improved one-to-four family residential real estate)
   Policy Amount:
   PROPOSED INSURED: State of Texas Department of Transportation

   b. TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE
   -ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)
   Policy Amount: $
   PROPOSED INSURED:

   c. LOAN POLICY OF TITLE INSURANCE (Form T-2)
   Policy Amount:
   PROPOSED INSURED: , and each successor in ownership of the indebtedness secured by the insured mortgage, except a successor who is an obligor under the provisions of Section 12(c) of the Conditions.
   Proposed Borrower: State of Texas Department of Transportation

   d. TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)
   Policy Amount: $
   PROPOSED INSURED:
   Proposed Borrower:

   e. LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)
   Binder Amount: $
   PROPOSED INSURED:
   Proposed Borrower:

   f. OTHER:
   Policy Amount: $
   PROPOSED INSURED:

2. The interest in the land covered by this Commitment is:

   FEE SIMPLE

3. Record title to the land on the Effective Date appears to be vested in:

   City of El Paso

4. Legal description of land:

   See Exhibit "A" Attached Hereto

COMMITMENT FOR TITLE INSURANCE
EXHIBIT “A”
LEGAL DESCRIPTION

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 2128677

Being a total of 3,485,375 square feet or 80.0133 acres of land situated in the E. V. Newman Survey, Abstract No. 10017, Section 2, Block 81, Township 1, Texas and Pacific Railroad Company Survey and Abstract No. 2379, Section 1, Block 81, Township 1, Texas and Pacific Railroad Company Surveys, El Paso County, Texas; said 3,485,375 square feet or 80.0133 acres of land being more particularly described by metes and bounds on attached Exhibit "A".

SEE EXHIBIT “A” ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES.

NOTE: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override Item 2 of Schedule B hereof.

Exhibit

August, 2021
Parcel 1
Page 1 of 20
TXDOTCONNECT Parcel No. P00066025.001, .002 and .003

HIGHWAY:	Spur 320
LIMITS:	From Texas and New Mexico State Line to Loop 375
COUNTY:	El Paso
ACCOUNT NO.:	
ROW CSJ:	0665-02-007
OWNER:	The City of El Paso

Property Description for Parcel 1

Being a total of 3,485,375 square feet or 80.0133 acres of land, situated in the E.V. Newman Survey, Abstract No. 10017, Section 2, Block 81, Township 1, and Texas and Pacific Railroad Company Survey, and Abstract No. 2379, Section 1, Block 81, Township 1, Texas and Pacific Railroad Company Surveys, El Paso County, Texas and being part of a called 3,200 acre tract of land conveyed to The City of El Paso by deed recorded in Volume 1242, Page 231, El Paso County Deed Records (E.P.C.D.R.) and by Condemnation Suit No. 16526 dated July 31, 1954 and being more particularly described by metes and bounds in three (3) parts as follows:

Part 1:

Being 949,632 square feet or 21.8006 acres of land, situated in said E.V. Newman Survey, Section 2 Block 81, Township 1, Texas and Pacific Railroad Company Surveys.

COMMENCING, on the Texas/New Mexico state line, at the common northerly corner of Section 2, and Section 3, said Block 81, Township 1, from which a City of El Paso brass cap monument bears South 87°21'16" East 0.22 feet;

THENCE, South 87°07'50" East, with the Texas/New Mexico state line and north boundary line of Section 2 and said City of El Paso tract, a distance of 455.19 feet to a TxDOT Type II brass cap monument found on the southwesterly right-of-way line of the proposed Spur 320 for the end of a curve to the right and end of Denial of Access Line for the most westerly corner and **POINT OF BEGINNING** of the herein described parcel, having coordinates of N=10,746,075.83, and E=403,766.10, located 175.00 feet right of proposed Spur 320 Baseline Station 640+30.73;

1. **THENCE**, South 87°07'50" East, continuing with said state line, the north line of Section 2 Block 81, and said City of El Paso tract, a distance of 440.53 feet to a TxDOT Type II monument found on the northeasterly right-of-way line of the proposed Spur 320, the beginning point of a curve to the left and Denial of Access Line, for a northerly corner of the herein described parcel, located 175.00 feet left of proposed Spur 320 Baseline Station 642+98.27;

2. **THENCE**, with said proposed northeasterly right-of-way line and Denial of Access Line, said curve to the left, having a radius of 12,325.00 feet, an arc length of 2,181.57 feet, a central angle of 10 degrees 08 minutes 30 seconds, and a chord which bears South 40°12'39" East, a distance of 2,178.72, to a 5/8-inch iron rod with TxDOT aluminum cap found on the common boundary line of said City of El Paso tract and a right-of-way conveyed to the El Paso Electric Company by deed recorded in Volume 1226, Page 532, Official Public Records of Real property of El Paso County, (O.P.R.R.P.E.P.C.), for a southeasterly corner of the herein described parcel and end of Denial of Access line, located 175.00 feet left of proposed Spur 320 Baseline Station 665+10.82;

3. **THENCE,** South 2°07'40" West, with said common boundary line, a distance of 686.72 feet to a 5/8-inch iron rod with TxDOT aluminum cap found on the southwesterly right- of-way line of the proposed Spur 320 same being the northerly boundary line of a right-of-way conveyed to EPNG Pipeline Company by deed recorded in Document No. 20000080243 O.P.R.R.P.E.P.C., for the most southerly corner of the herein described parcel and beginning of a Denial of Access Line, located 338.98 feet right of proposed Spur 320 Baseline Station 669+63.39;

4. **THENCE,** North 47°53'32" West, with the said northerly boundary of said EPNG Pipeline Company right-of-way, a distance of 409.91 feet to a 5/8-inch iron rod with TxDOT aluminum cap found for the beginning of a curve to the right for a corner of the herein described parcel, located 349.36 feet right of proposed Spur 320 Baseline Station 665+64.58;

5. **THENCE,** with said proposed right-of-way and Denial of Access Line and said curve to the right, having a radius of 1,572.00 feet, an arc length of 95.14 feet, a central angle of 03 degrees 28 minutes 03 seconds, and a chord which bears North 84°40'06" East, a distance of 95.12 feet, to a TxDOT Type II brass cap monument found for a southwesterly corner of the herein described parcel, located 276.85 feet right of proposed Spur 320 Baseline Station 666+24.64;

6. **THENCE,** North 10°27'53" East, continuing with said proposed right-of-way and Denial of Access Line, a distance of 122.69 feet to a TxDOT Type II brass cap monument found and beginning of a curve to the right, for a corner of the herein described parcel, located 175.00 feet right of proposed Spur 320 Baseline Station 665+57.45;

7. **THENCE,** with said proposed right-of-way and Denial of Access Line and said curve to the right, having a radius of 12,675.00 feet, an arc length of 918.76 feet, a central angle of 04 degrees 09 minutes 11 seconds, and a chord which bears North 43°25'07" West, a distance of 918.56 feet, to a TxDOT Type II brass cap monument found for a southwesterly corner of the herein described parcel, located 175.00 feet right of proposed Spur 320 Baseline Station 656+51.37;

8. **THENCE,** North 86°11'25" West, continuing with said right-of-way and Denial of Access Line, a distance of 42.32 feet to a TxDOT Type II brass cap monument found for a southwesterly corner of the herein described parcel, located 204.88 feet right of proposed Spur 320 Baseline Station 656+21.86;

9. **THENCE,** South 48°57'36" West, continuing with said right-of-way and Denial of Access Line, a distance of 221.52 feet to a 5/8-inch iron rod with TxDOT aluminum cap found on the northerly boundary line of said EPNG Pipeline Company right-of-way and end of said
Denial of Access Line for a corner of the herein described parcel, located 426.39 feet right of proposed Spur 320 Baseline Station 656+21.23;

10. **THENCE,** North 47°53'32" West, with the north boundary line of said EPNG Pipeline Company right-of-way, a distance of 74.53 feet to a 5/8-inch iron rod with TxDOT aluminum cap found on the southwesterly right-of-way line of the proposed Spur 320 and beginning of a Denial of Access Line, for a corner of the herein described parcel, located 435.28 feet right of proposed Spur 320 Baseline Station 655+49.70;

11. **THENCE,** North 48°57'36" East, with said proposed right-of-way line and Denial of Access Line, a distance of 230.41 feet to a TxDOT Type II brass cap monument found for a corner of the herein described parcel, located 204.88 feet right of proposed Spur 320 Baseline Station 655+49.05;

12. **THENCE,** North 04°06'44" East, continuing with said proposed right-of-way and Denial of Access Line, a distance of 42.32 feet to a found TxDOT Type II brass cap monument found and beginning point of a curve to the right for a southwesterly corner of the herein described parcel, located 175.00 feet right of proposed Spur 320 Baseline Station 655+19.53;

13. **THENCE,** continuing with said proposed right-of-way and Denial of Access Line, said curve to the right, having a radius of 12,675.00 feet, an arc length of 1,276.33 feet, a central angle of 05 degrees 46 minutes 10 seconds, and a chord which bears North 37°51'11" West, a distance of 1,275.79 feet, to a TxDOT Type II brass cap monument found for a corner of the herein described parcel, located 175.00 feet right of proposed Spur 320 Baseline Station 642+60.82;

14. **THENCE,** North 34°40'56" West, continuing with said proposed right-of-way and Denial of Access Line, a distance of 126.60 feet to a TxDOT Type II brass cap monument found for the beginning point of a curve to the right for a southwesterly corner of the herein described parcel, located 175.00 feet right of proposed Spur 320 Baseline Station 641+35.97;

15. **THENCE,** with said proposed right-of-way of the proposed Spur 320 and Denial of Access Line, said curve to the right, having a radius of 12,675.00 feet, an arc length of 106.72 feet, a central angle of 00 degrees 28 minutes 57 seconds, and a chord which bears North 34°09'17" West, a distance of 106.72 feet, to the **POINT OF BEGINNING** and containing 949,632 square feet or 21.8006 acres of land.

Part 2:

Being 768,206 square feet or 17.6356 acres of land, situated in said E.V. Newman Survey, Section 2, Block 81, Township 1, Texas and Pacific Railroad Company Surveys.

COMMENCING, on the Texas/New Mexico state line, at the common northerly corner of Section 2 and 3, said Block 81, Township 1, from which a City of El Paso brass cap monument bears South 87°21'16" East 0.22 feet;

THENCE, South 02°04'15" West, with the common boundary line of Section 2, and Section 3, said Block 81, a distance of 2,780.02 feet to a point;

THENCE, South 87°55'45" East, a distance of 105.63 feet to a TxDOT Type II brass cap monument found on the east right-of-way of said State Highway F.M. 3255 a varied width right of way as described in deed recorded in Volume 585, Page 76 and Volume 694, Page 451, E.P.C.D.R. and westerly boundary of said City of El Paso tract recorded in Volume 1242, Page 231 E.P.C.D.R., for the most southerly corner and **POINT OF BEGINNING** of the herein described parcel, having coordinates of N=10,743,316.60 and E=403,316.58, located 2,229.36 feet right of proposed Spur 320 Baseline Station 657+66.71;

1. **THENCE,** North 01°05'11" East, with the common boundary of said State Highway F.M. 3255 right-of-way and said City of El Paso tract, a distance of 1,678.19 feet to a point and beginning of a curve to the left, for a westerly corner of the herein described parcel;

2. **THENCE,** continuing with said common boundary and curve to the left, having a radius of 7,719.50 feet, an arc length of 397.79 feet, a central angle of 02 degrees 57 minutes 09 seconds, and a chord which bears North 00°23'23" West, a distance of 397.75 feet, to a point for a westerly corner of the herein described parcel;

3. **THENCE,** North 01°16'43" East, continuing with said common boundary, a distance of 89.73 feet to a 60D nail found on the proposed right-of-way of Spur 320 right-of-way and beginning of a Denial of Access Line, for the most northerly corner of the herein described parcel located 856.10 feet right of proposed Spur 320 Baseline Station 642+73.53;

4. **THENCE,** South 07°27'53" East, with said proposed right-of-way and Denial of Access Line, a distance of 172.65 feet to a TxDOT Type II brass cap monument found for a corner of the herein described parcel, located 936.86 feet right of proposed Spur 320 Baseline Station 644+15.92;

5. **THENCE,** South 07°27'54" East, continuing with said proposed right-of-way and Denial of Access Line, a distance of 1052.03 feet to a TxDOT Type II brass cap monument found for a corner of the herein described parcel, located 1,465.04 feet right of proposed Spur 320 Baseline Station 652+46.31;

6. **THENCE,** South 53°24'37" East, continuing with said proposed right-of-way and Denial of Access Line, a distance of 78.91 feet to a TxDOT Type II brass cap monument found for the beginning of a curve to the left, for a corner of the herein described parcel, located 1,446.26 feet right of proposed Spur 320 Baseline Station 653+14.97;

7. **THENCE,** continuing with said proposed right-of-way and Denial of Access Line, said curve to the left and, having a radius of 1,463.00 feet, an arc length of 894.00 feet, a central angle of 35 degrees 00 minutes 43 seconds, and a chord which bears North 66°27'58" East, a distance of 880.16 feet, to a 60D nail found for a corner of the herein described parcel, located 603.65 feet right of proposed Spur 320 Baseline Station 655+50.16;

8. **THENCE,** North 48°57'36" East, continuing with said proposed right-of-way and Denial of Access Line, a distance of 118.01 feet to a 5/8-inch iron rod with TxDOT aluminum cap found on the southwesterly boundary line of a right-of-way conveyed to EPNG Pipeline Company by Document No. 20000080243 recorded in the Official Poublic Records of Real Property El Paso County (O.P.R.R.P.E.P.C.) and end of said Denial of Access Line, for a corner of the herein described parcel located 485.64 feet right of proposed Spur 320 Baseline Station 655+49.84;

9. **THENCE,** South 47°53'32" East, with the southwesterly boundary said EPNG Pipeline Company right-of-way, a distance of 74.53 feet to a 5/8-inch iron rod with TxDOT aluminum cap found on the proposed Spur 320 right-of-way and beginning of a Denial of Access Line, for a corner of the herein described parcel, located 476.75 feet right of proposed Spur 320 Baseline Station 656+21.09;

10. **THENCE,** South 48°57'36" West, with said proposed right-of- way and Denial of Access Line, a distance of 126.90 feet to a TxDOT Type II brass cap monument found and the beginning of a curve to the right, for a corner of the herein described parcel, located 603.65 feet right of proposed Spur 320 Baseline Station 656+20.75;

11. **THENCE,** continuing with said proposed right-of-way and Denial of Access Line, said curve to the right having a radius of 1,537.00 feet, an arc length of 930.10 feet, a central angle of 34 degrees 40 minutes 19 seconds, and a chord which bears South 66°17'46" West, a distance of 915.98 feet to a TxDOT Type II brass cap monument found for a corner of the herein described parcel, located 1,479.96 feet right of proposed Spur 320 Baseline Station 653+74.48;

12. **THENCE,** South 30°36'55" West, continuing with said proposed right-of-way and Denial of Access Line, a distance of 82.16 feet to a TxDOT Type II brass cap monument found for the beginning of a curve to the left, for a corner of the herein described parcel, located 1,557.52 feet right of proposed Spur 320 Baseline Station 653+98.64;

13. **THENCE,** continuing with said right-of-way and Denial of Access Line, said curve to the left having a radius of 918.00 feet, an arc length of 1,173.13 feet, a central angle of 73 degrees 13 minutes 09 seconds, and a chord which bears South 73°39'10" East, a distance of 1,094.92 feet to a TxDOT Type II brass cap monument found for a corner of the herein described parcel, located 984.66 feet right of proposed Spur 320 Baseline Station 662+45.96;

14. **THENCE,** North 69°44'16" East, continuing with said proposed right-of-way and Denial of Access Line, a distance of 358.37 feet to a TxDOT Type II brass cap monument found for the beginning of a curve to the right, for a corner of the herein described parcel, located 657.57 feet right of proposed Spur 320 Baseline Station 663+83.38;

15. **THENCE,** continuing with said proposed right-of-way and Denial of Access Line, said curve to the right having a radius of 1,572.00 feet, an arc length of 297.14 feet, a central angle of 10 degrees 49 minutes 48 seconds, and a chord which bears North 75°09'10" East, a distance of 296.69 feet to a 5/8-inch iron rod with TxDOT aluminum cap found of-way, for a corner of the herein described parcel and end of said Denial of Access Line, on the westerly line of said EPNG Pipeline Company Tract, located 401.09 feet right of proposed Spur 320 Baseline Station 665+26.47;

16. **THENCE,** South 47°53'32" East, with the southwesterly boundary of said EPNG Pipeline Company right-of-way, a distance of 493.26 feet to a 5/8-inch iron rod with TxDOT aluminum cap found on the westerly line of an El Paso Electric Company (EPEC) right-of-way as recorded in Volume 1226, Page 0532, O.P.R.R.P.E.P.C., Dec. 17 1981, for the most easterly corner of the herein described parcel, located 388.66 feet right of proposed Spur 320 Baseline Station 670+04.50;

17. **THENCE,** South 02°07'40" West, along the common line of said City of El Paso and EPEC right-of-way a distance of 9.63 feet to a 5/8-inch iron rod with TxDOT aluminum cap set on the proposed right-of-way and beginning of a curve to the left and Denial of Access Line of said right-of-way, located 396.00 feet right of proposed Spur 320 Baseline Station 670+10.54;

18. **THENCE,** with said proposed Spur 320 right-of-way and Denial of Access Line, said curve to the left having a radius of 868.00 feet, an arc length of 129.87 feet, a central angle of 08 degrees 34 minutes 21 seconds, and a chord which bears North 89°36'44" West, a distance of 129.75 feet to a TxDOT Type II brass cap monument found for a corner of the herein described parcel, located 483.24 feet right of proposed Spur 320 Baseline Station 669+17.77;

19. **THENCE,** South 87°25'00" West, continuing with said proposed right-of-way and Denial of Access Line, a distance of 521.95 feet to a TxDOT Type II brass cap monument found, for a corner of the herein described parcel, located 860.14 feet right of proposed Spur 320 Baseline Station 665+75.05;

20. **THENCE,** South 86°54'02" West, continuing with said proposed right-of-way and Denial of Access Line, a distance of 598.99 feet to a TxDOT Type II brass cap monument found for the beginning of a curve to the right, for a corner of the herein described parcel, located 1,307.86 feet right of proposed Spur 320 Baseline Station 662+08.82;

21. **THENCE,** continuing with said proposed right-of-way and Denial of Access Line, said curve to the right having a radius of 1,052.38 feet, an arc length of 606.21 feet, a central angle of 33 degrees 00 minutes 16 seconds, and a chord which bears North 79°02'49" West, a distance of 597.86 feet to a TxDOT Type II brass cap monument found for the beginning of a curve to the left, for a corner of the herein described parcel, located 1,660.49 feet right of proposed Spur 320 Baseline Station 657+77.21;

22. **THENCE,** continuing with said proposed right-of-way and Denial of Access Line, said curve to the left having a radius of 480.00 feet, an arc length of 493.86 feet, a central angle of 58 degrees 57 minutes 02 seconds, and a chord which bears South 59°45'20" West, a distance of 472.37 feet to a TxDOT Type II brass cap monument found for a corner of the herein described parcel, located 2,123.40 feet right of proposed Spur 320 Baseline Station 656+95.50;

23. **THENCE** South 10°01'09" West, continuing with said proposed right-of-way and Denial of Access Line, a distance of 134.97 feet to the **POINT OF BEGINNING** and end of said Denial of Access Line, containing 768,206 square feet or 17.6356 acres of land.

Part 3:

Being 1,767,537 square feet or 40.5771 acres of land, situated in said E.V. Newman Survey, Section 2 Block 81, Township 1 and Section 1, said Block 81, Township 1, Texas and Pacific Railroad Company Surveys.

Exhibit

August, 2021
Parcel 1
Page 8 of 20
TXDOTCONNECT Parcel No. P00066025.001, .002 and .003

COMMENCING, at a 2-1/2-inch diameter bronze disk stamped "E.P.E.C R.O.W" found on the common boundary of said Sections 2 and 11, Block 81, said Township 1, on the east boundary line of a tract of land and right-of-way conveyed to El Paso Electric Company (E.P.E.C.) by deed recorded in Volume 1338, Page 471, E.P.C.D.R.;

THENCE, North 02°07'40" East, with the east boundary of said E.P.E.C. right-of-way, a distance of 2,800.98 feet to a 5/8-inch iron rod with TxDOT aluminum cap found on the southerly right-of-way of the proposed Spur 320 and end of a curve to the left for the most westerly corner and **POINT OF BEGINNING** of the herein described parcel and end of a Denial of Access Line, having coordinates of N=10,743,411.32 and E=406,091.66, located 218.01 feet right of proposed Spur 320 Baseline Station 675+30.07;

1. **THENCE,** North 02°07'40" East, with the east boundary of said E.P.E.C. right-of-way, a distance of 511.95 feet to a 5/8-inch iron rod with TxDOT aluminum cap found on the northeasterly right-of-way line of the proposed Spur 320 and beginning of a Denial of Access line for the most northerly corner of the herein described parcel, located 175.00 feet left of proposed Spur 320 Baseline Station 672+01.98;

2. **THENCE,** South 48°01'02" East, with the proposed right-of-way line of said proposed Spur 320 and Denial of Access line, a distance of 3,000.31 feet to a TxDOT Type II brass cap monument found for a corner of the herein described parcel, located 175.00 feet left of proposed Spur 320 Baseline Station 702+02.30;

3. **THENCE,** North 41°52'03" East, with said proposed right-of-way and Denial of Access line, a distance of 321.87 feet to a TxDOT Type II brass cap monument found for a corner of the herein described parcel, located 496.87 feet left of proposed Spur 320 Baseline Station 702+01.65;

4. **THENCE,** South 48°07'57" East, continuing with said proposed right-of-way and Denial of Access line, a distance of 311.00 feet to a TxDOT Type II brass cap monument found for a corner of the herein described parcel, located 497.50 feet left of proposed Spur 320 Baseline Station 705+12.65.

5. **THENCE,** South 41°52'03" West, continuing with said proposed right-of-way and Denial of Access line, a distance of 322.50 feet to a TxDOT Type II brass cap monument found for a corner of the herein described parcel, located 175.00 feet left of proposed Spur 320 Baseline Station 705+13.30;

6. **THENCE,** South 48°01'02" East, continuing with said proposed right-of-way and Denial of Access line, a distance of 1,025.33 feet to a TxDOT Type II brass cap monument found and beginning of a curve to the left, for a corner of the herein described parcel, located 175.00 feet left of proposed Spur 320 Baseline Station 715+38.63;

7. **THENCE,** with said proposed right-of-way, said curve to the left and Denial of Access Line, having a radius of 12,325.00 feet, an arc length of 592.80 feet, a central angle of 02 degrees 45 minutes 21 seconds, and a chord which bears South 49°23'42" East, a distance of 592.75 feet to a TxDOT Type II brass cap monument found on the north right-of-way line of F.M. 2529 a 150.00 feet wide right-of-way as described by deed recorded in Volume 1528, Page 374, E.P.C.D.R. for the most easterly corner and end of said Denial of Access Line of the herein described parcel, located 175.00 feet left of proposed Spur 320 Baseline Station 721+39.85;

8. **THENCE,** North 87°01'07" West, with the north right-of-way of said F.M. 2529, a distance of 577.49 feet to a 5/8-inch iron rod with TxDOT aluminum cap found on the southwesterly right-of-way of the proposed Spur 320 right-of-way, Denial of Access Line and curve to the right, for a southerly corner of the herein described parcel, located 175.00 feet right of proposed Spur 320 Baseline Station 716+80.43;

9. **THENCE,** with said proposed right-of-way and Denial of Access Line, said curve to the right, having a radius of 12,674.99 feet, an arc length of 143.79 feet, a central angle of 00 degrees 39 minutes 00 seconds, and a chord which bears North 48°20'32" West, a distance of 143.79 feet to a TxDOT Type II brass cap monument found for a southwesterly corner of the herein described parcel, located 175.00 feet right of proposed Spur 320 Baseline Station 715+38.63;

10. **THENCE,** North 48°01'02" West, continuing with said proposed right-of-way and Denial of Access Line, a distance of 705.57 feet to a TxDOT Type II brass cap monument found for a corner of the herein described parcel, located 175.00 feet right of proposed Spur 320 Baseline Station 708+33.05;

11. **THENCE,** North 48°56'52" West, continuing with said proposed right-of-way and Denial of Access Line, a distance of 1,539.95 feet to a TxDOT Type II brass cap monument found for a corner of the herein described parcel, located 200.01 feet right of proposed Spur 320 Baseline Station 692+93.30;

12. **THENCE,** North 46°58'43" West, continuing with said proposed right-of-way and Denial of Access Line, a distance of 739.16 feet to a TxDOT Type II brass cap monument found for the beginning of a curve to the right, for a corner of the herein described parcel, located 186.62 feet right of proposed Spur 320 Baseline Station 685+54.27;

13. **THENCE,** continuing with said proposed right-of-way and Denial of Access Line, said curve to the right, having a radius of 4,082.00 feet, an arc length of 460.94 feet, a central angle of 06 degrees 28 minutes 11 seconds, and a chord which bears North 51°55'21" West, a distance of 460.69 feet to a TxDOT Type II brass cap monument found for a corner of the herein described parcel, located 217.99 feet right of proposed Spur 320 Baseline Station 680+94.65;

Exhibit

August, 2021
Parcel 1
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TXDOTCONNECT Parcel No. P00066025.001, .002 and .003

14. **THENCE,** North 48°01'04" West, continuing with said proposed right of way and Denial of Access Line, a distance of 561.08 feet to a TxDOT Type II brass cap monument found for the beginning of a curve to the left, for a corner of the herein described parcel, located 218.00 feet right of proposed Spur 320 Baseline Station 675+33.57;

15. **THENCE,** continuing with said proposed right-of-way and Denial of Access Line, said curve to the left, having a radius of 868.00 feet, an arc length of 3.50 feet, a central angle of 00 degrees 13 minutes 52 seconds, and a chord which bears North 48°07'58" West, a distance of 3.50 feet to the **POINT OF BEGINNING** and containing 1,767,537 square feet or 40.5771 acres of land within Part 3 and containing a combined 80.0133 acres (3,485,375 square feet) of land within Parts 1, 2 & 3.

Note: Survey Plat to accompany this legal description.

Note: Access is prohibited across the "Denial of Access Line" to the highway facility from the remainder of the abutting property.

Bearings and coordinates are based upon the Texas Coordinate System of 1983, Central Zone (4203), NAD 83(2011) and are referenced to the TxDot RTN, Mount point NAD83_(2010)-West_VRS_RTCM. All distances and coordinates shown are surface values and may be converted to state plane values by dividing by the surface adjustment factor of 1.000231. The Unit of Measure is the U.S. Survey Foot.

I, Scott M. Fertak, a Registered Professional Land Surveyor, do hereby certify that this property description is a true and correct representation of a survey made on the ground, under my direction and supervision.

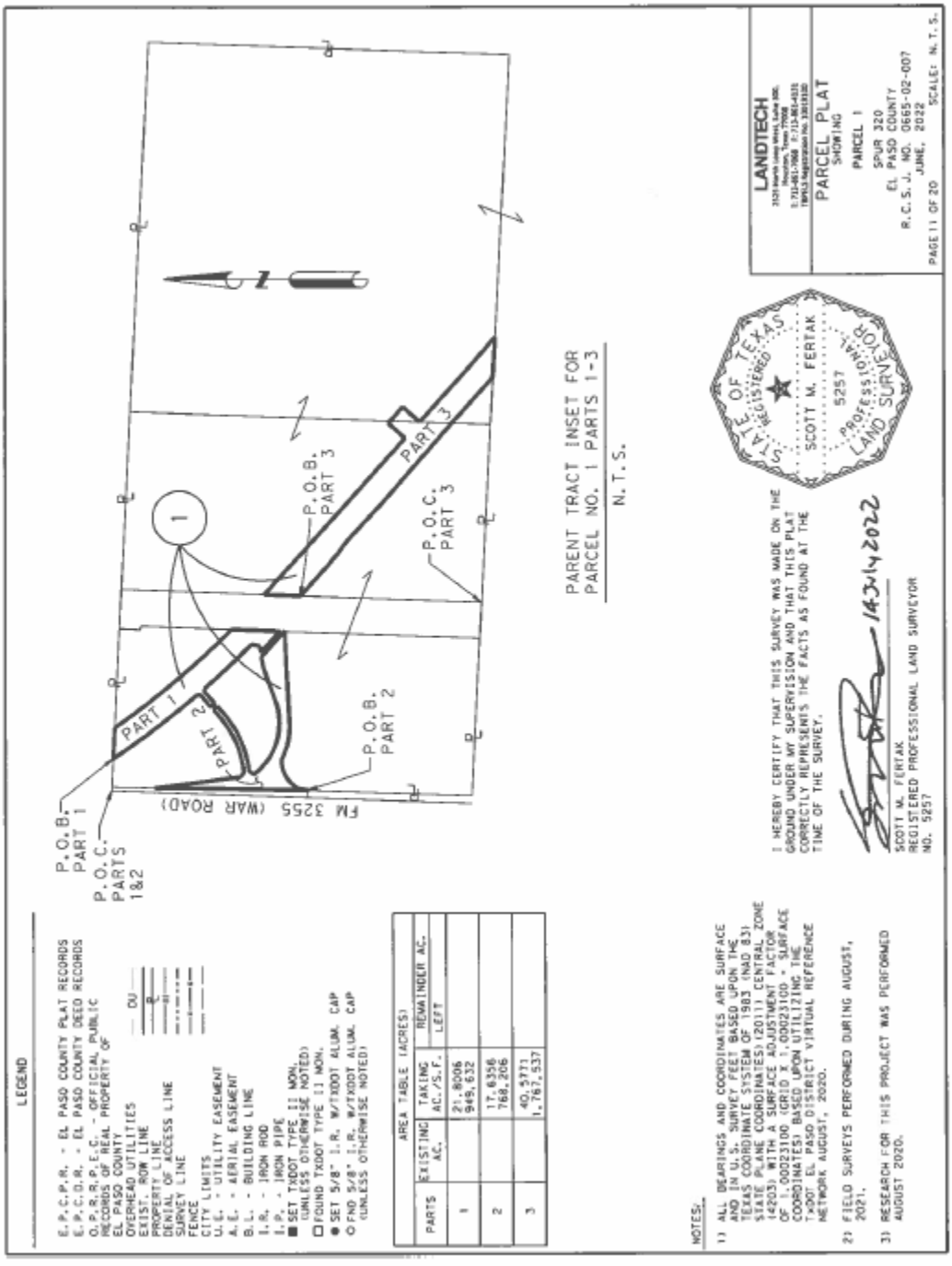
STATE OF TEXAS
REGISTERED
SCOTT M. FERTAK
5257
PROFESSIONAL
LAND SURVEYOR

14 July 2022

Scott M. Fertak
Registered Professional Land Surveyor
No. 5257

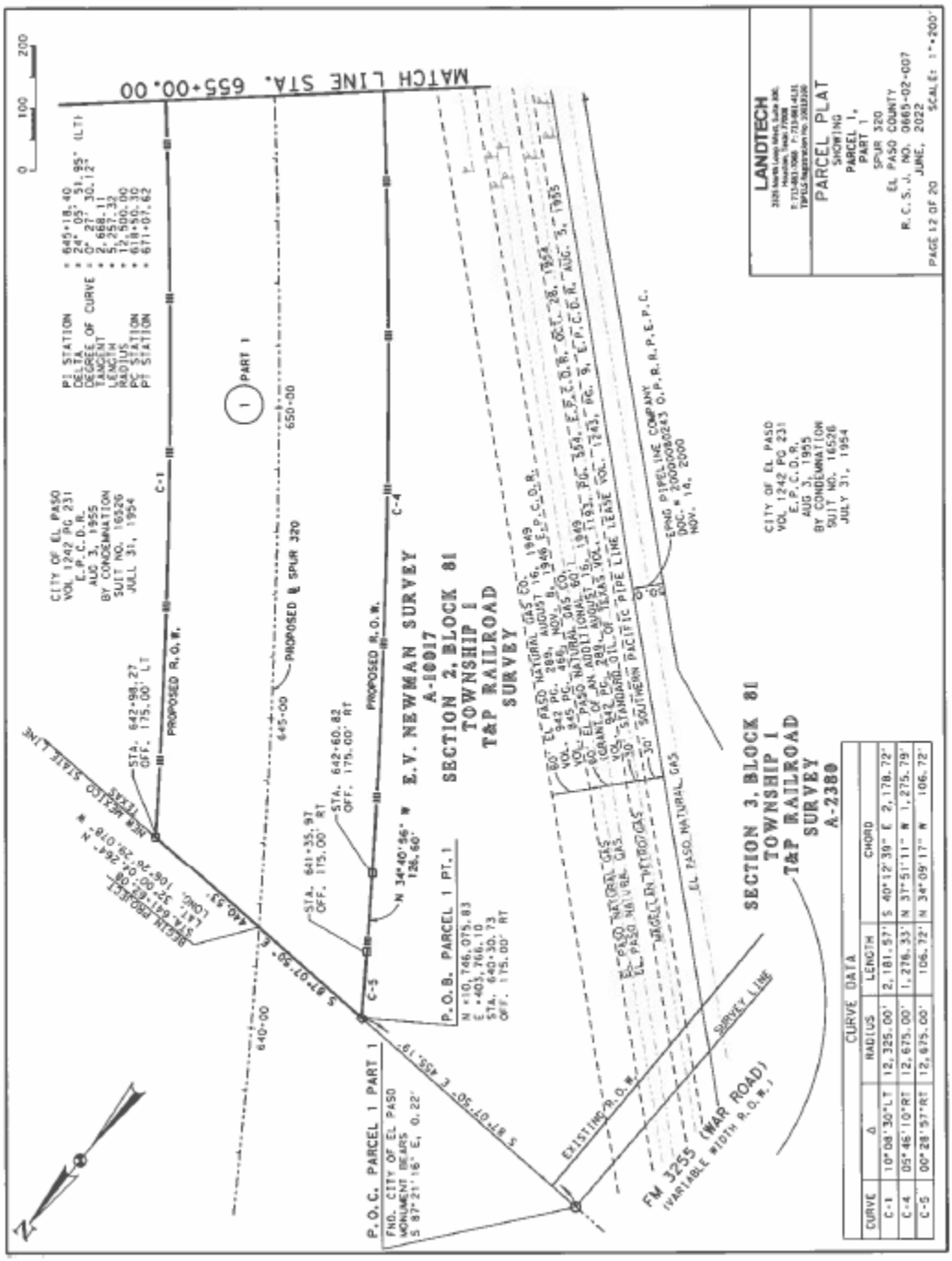
COMMITMENT FOR TITLE INSURANCE
EXHIBIT "A"
LEGAL DESCRIPTION

ISSUED BY
STEWART TITLE GUARANTY COMPANY



COMMITMENT FOR TITLE INSURANCE
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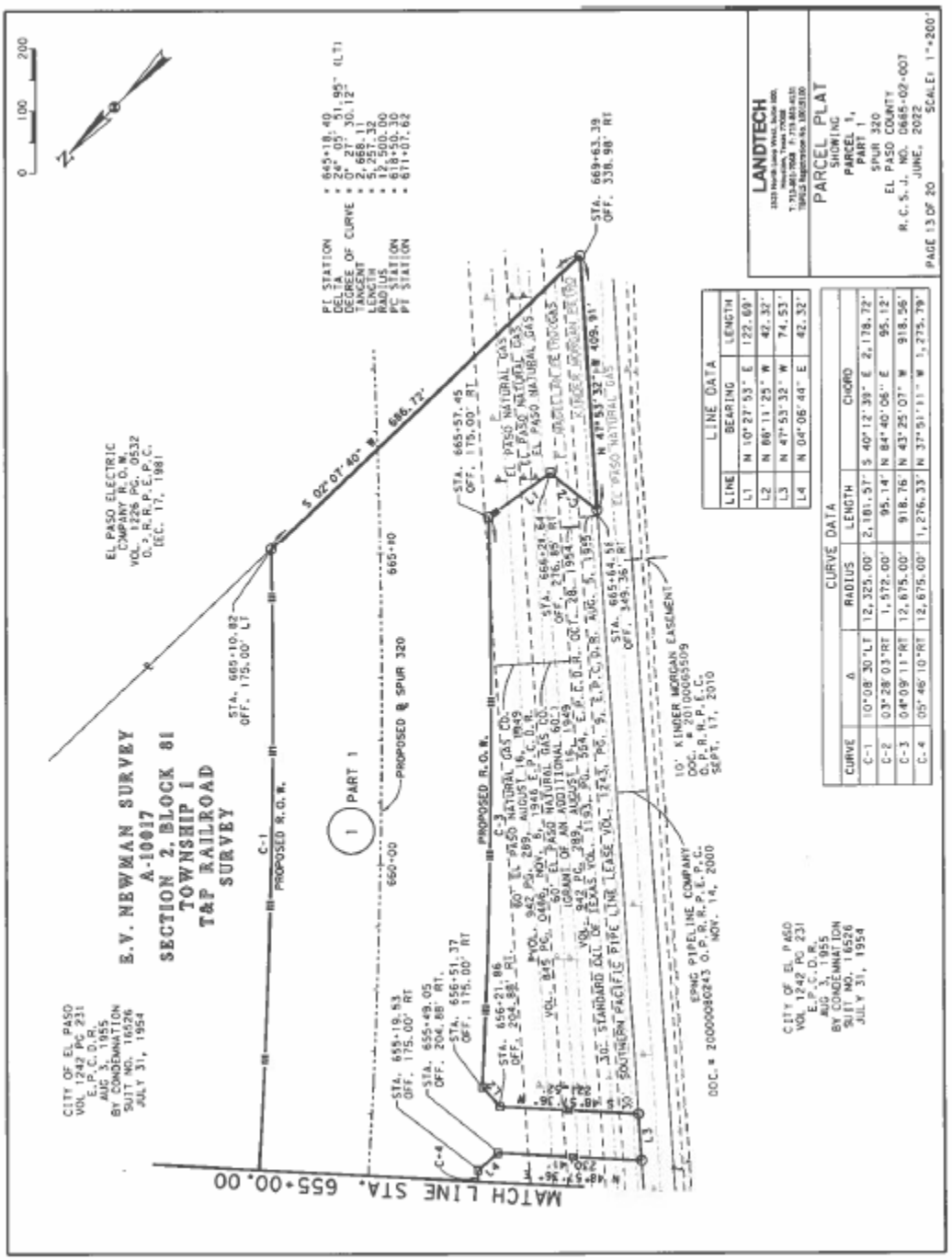
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STEWART TITLE GUARANTY COMPANY



CURVE DATA				
CURVE	Δ	RADIUS	LENGTH	CHORD
C-1	10°08'30"LT	12,325.00'	2,181.57'	S 40°12'39" E 2,178.72'
C-4	05°46'10"RT	12,675.00'	1,276.33'	N 31°51'11" W 1,275.79'
C-5	00°28'57"RT	12,675.00'	106.72'	N 34°09'17" W 106.72'

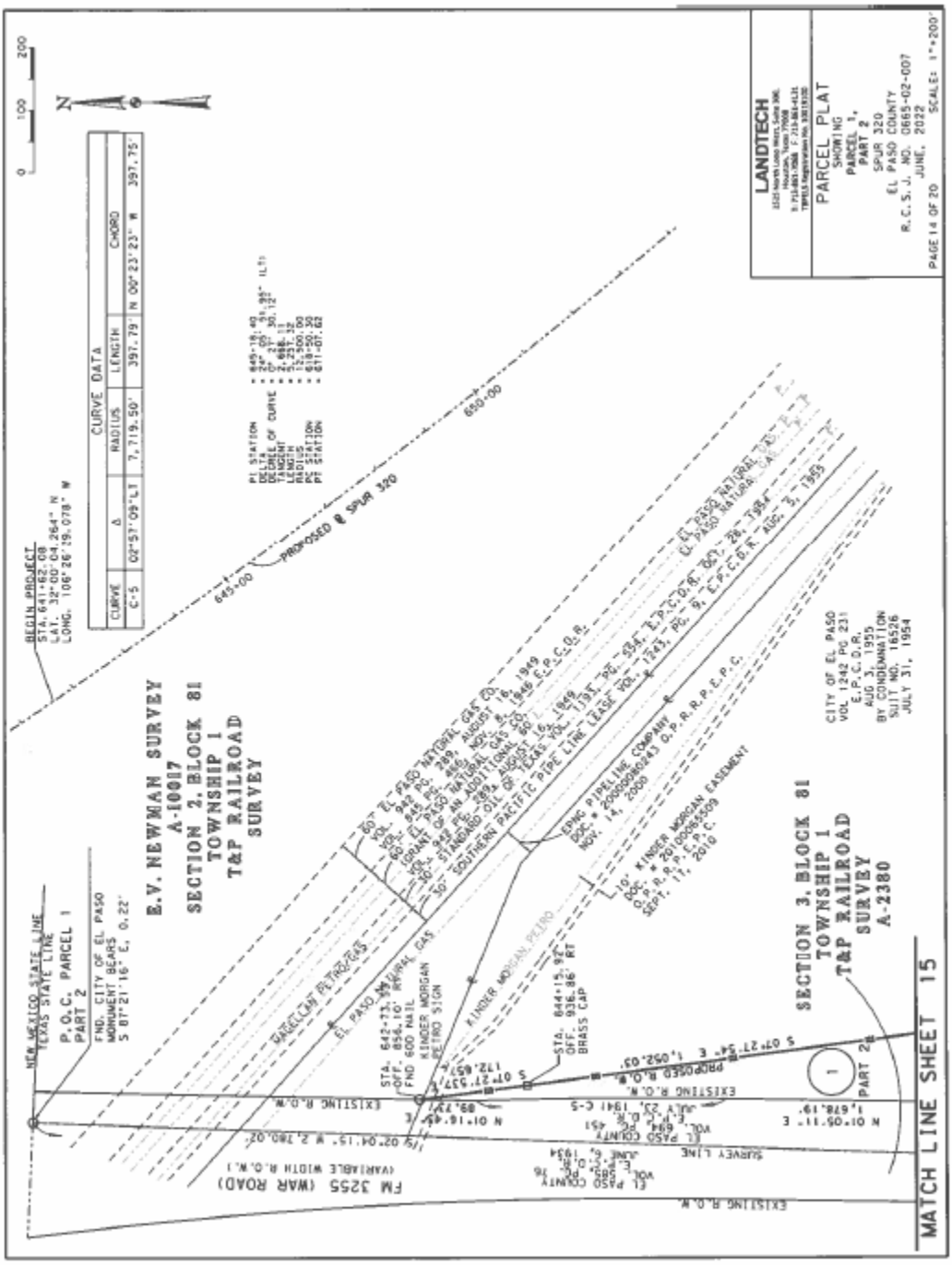
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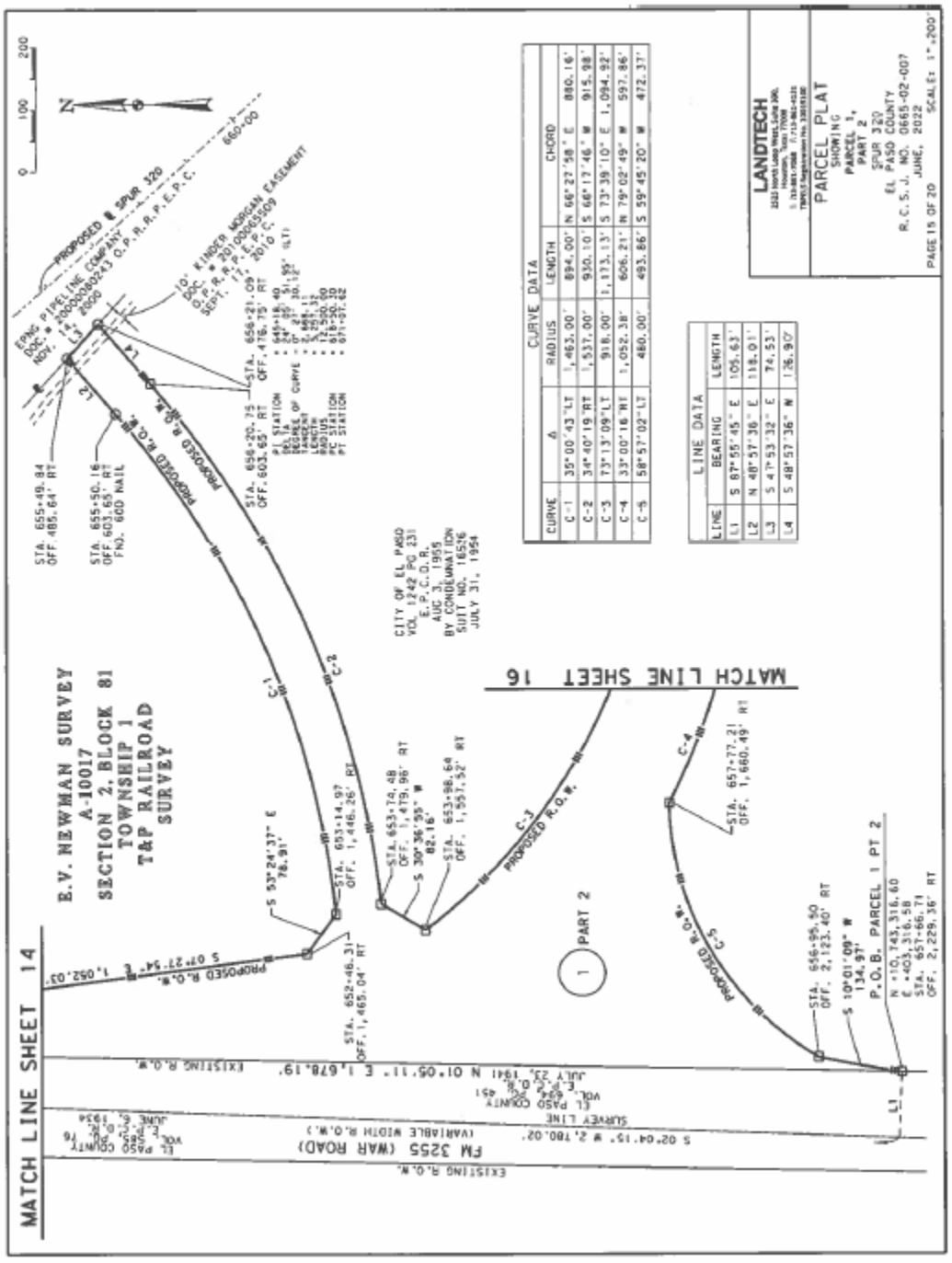
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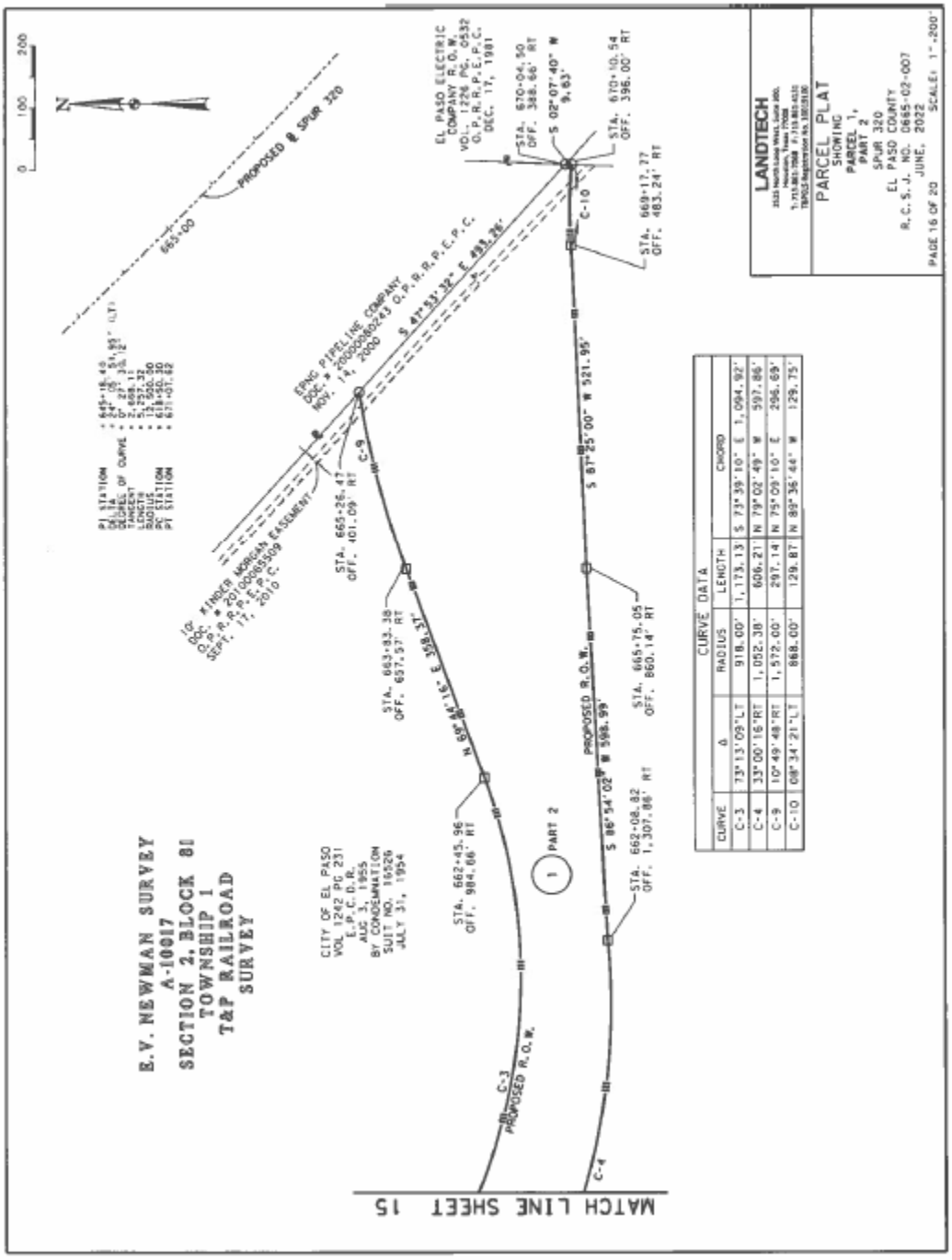
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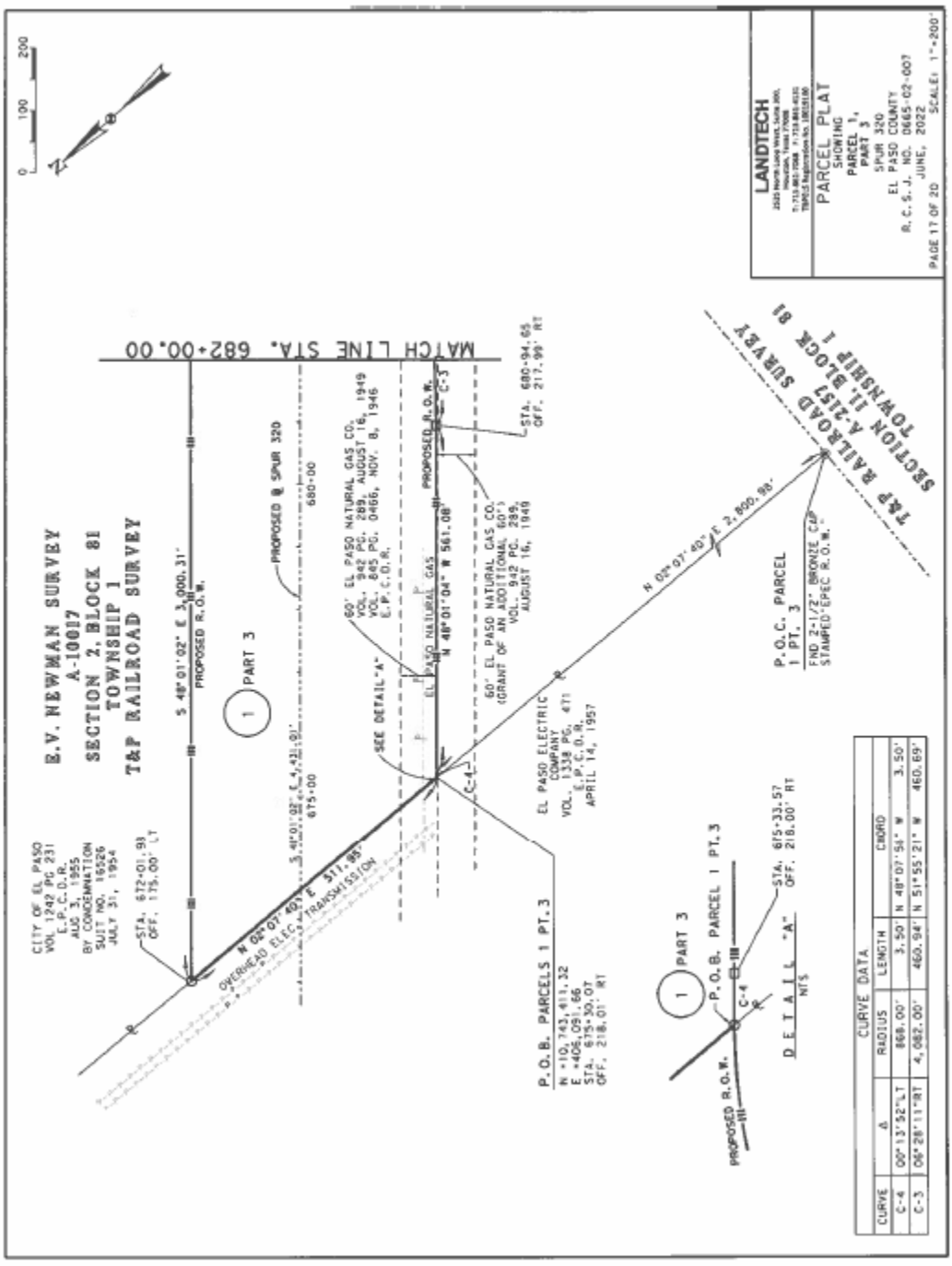
ISSUED BY
STEWART TITLE GUARANTY COMPANY



CURVE	Δ	RADIUS	LENGTH	CHORD
C-3	73°13'09"LT	918.00'	1,173.13'	S 73°39'10" E 1,094.92'
C-4	33°00'16"RT	1,052.38'	606.21'	N 79°02'49" W 597.86'
C-9	10°49'48"RT	1,572.00'	297.14'	N 75°09'10" E 296.69'
C-10	08°34'21"LT	868.00'	129.87'	N 89°36'44" W 129.75'

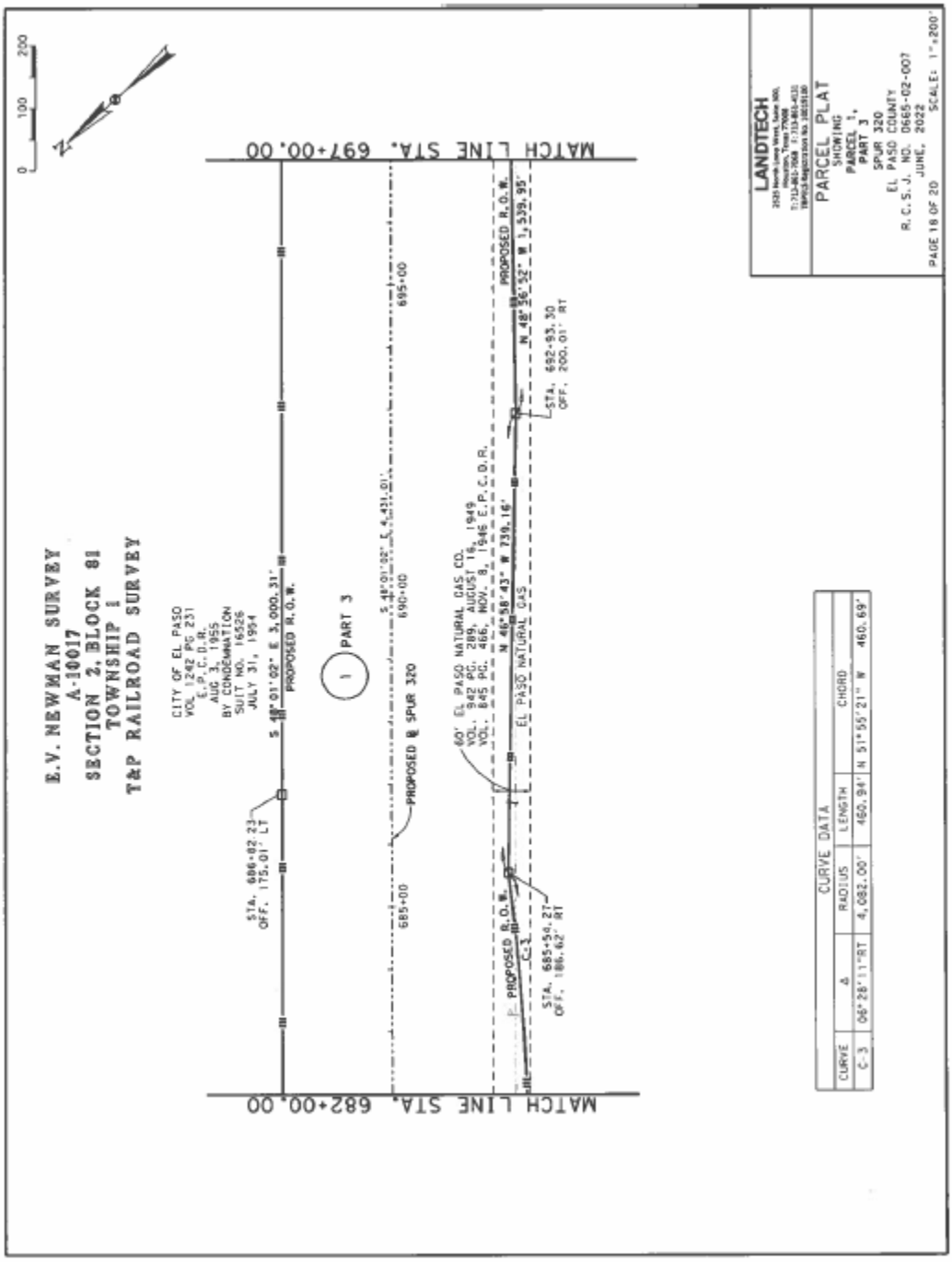
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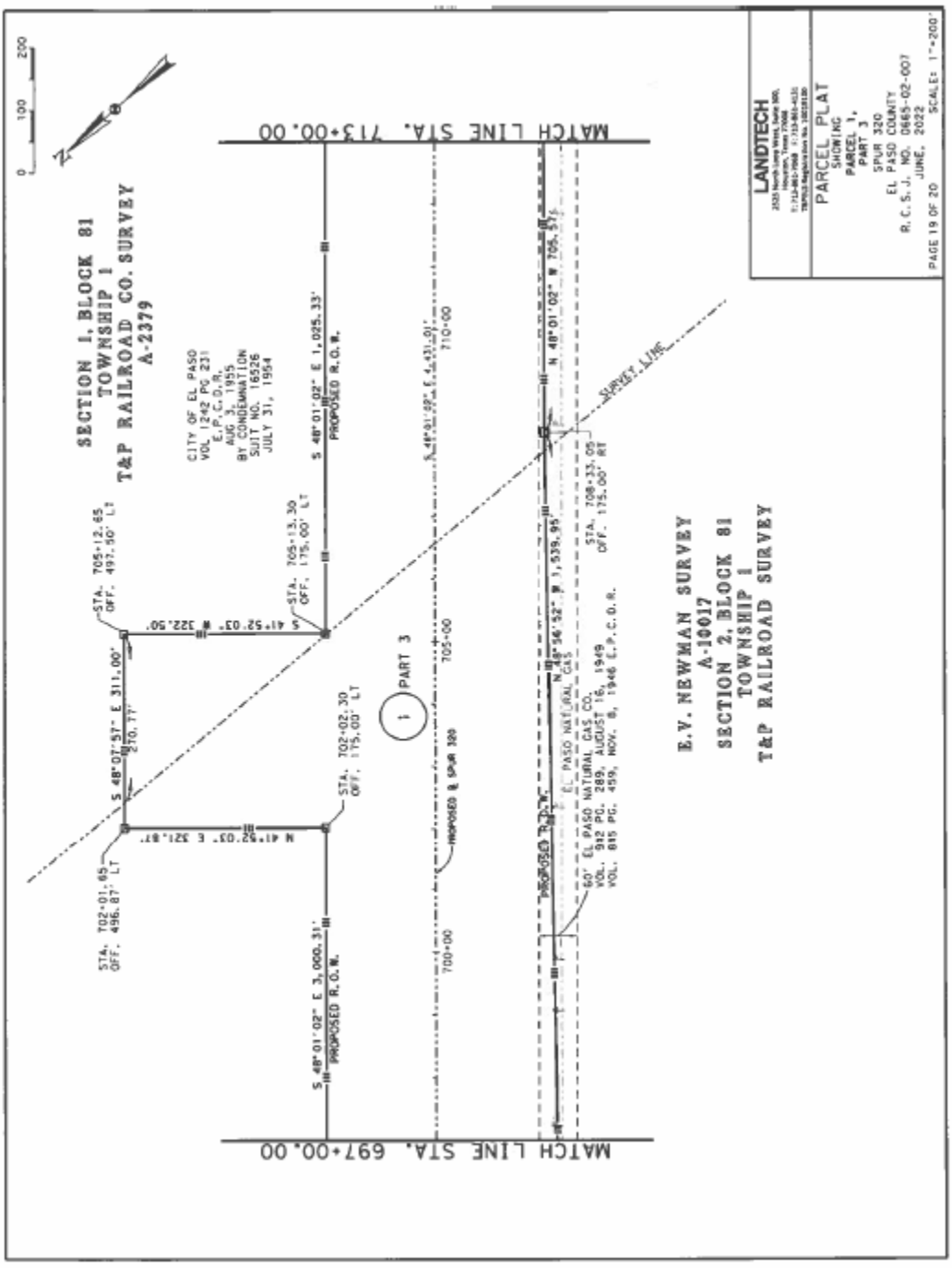
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ISSUED BY
STEWART TITLE GUARANTY COMPANY



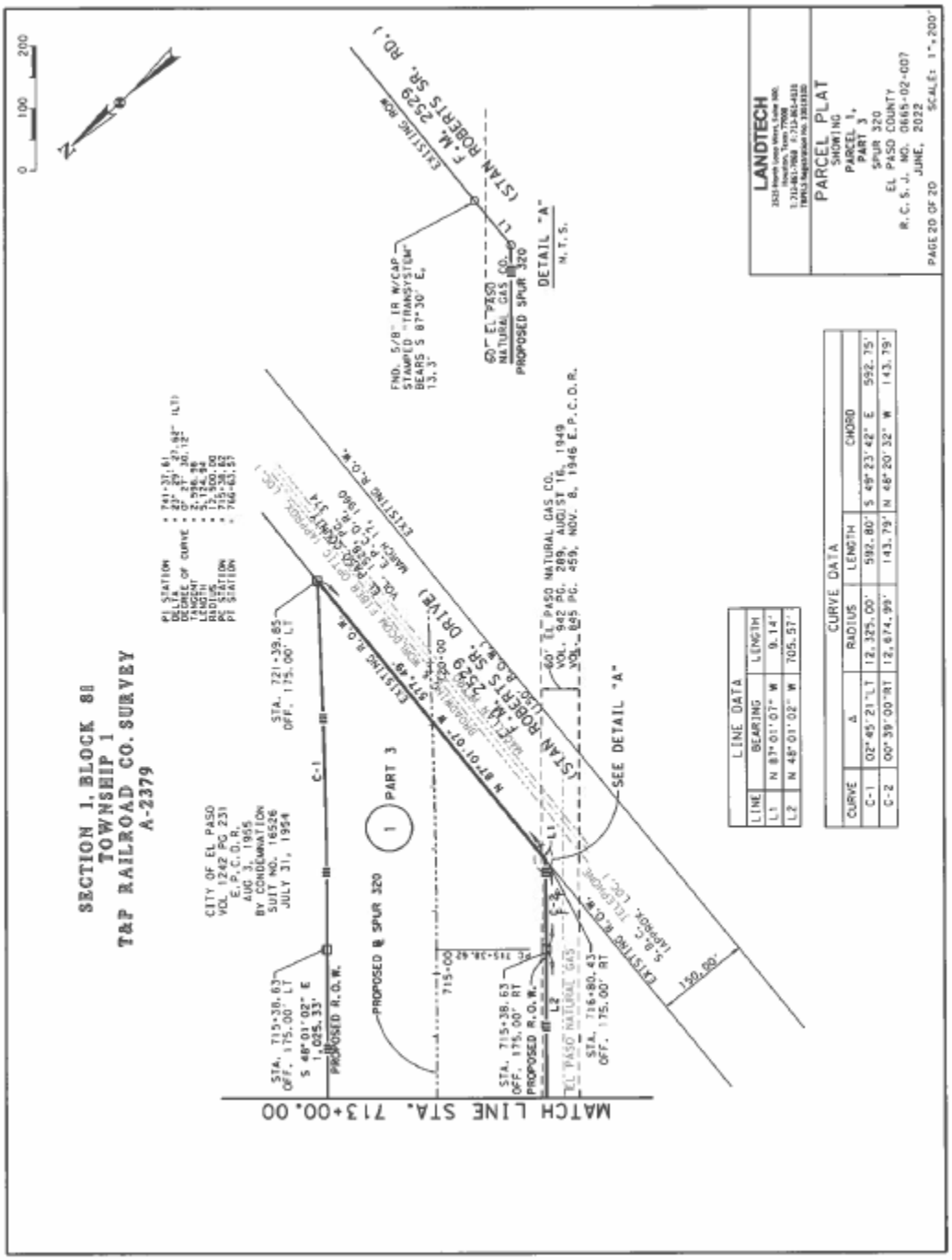
COMMITMENT FOR TITLE INSURANCE
EXHIBIT "A"
LEGAL DESCRIPTION

ISSUED BY
STEWART TITLE GUARANTY COMPANY



COMMITMENT FOR TITLE INSURANCE
EXHIBIT "A"
LEGAL DESCRIPTION

ISSUED BY
STEWART TITLE GUARANTY COMPANY


SECTION 1, BLOCK 81
TOWNSHIP 1
T&P RAILROAD CO. SURVEY
A-2379
PROPOSED R.O.W.
PROPOSED ℄ SPUR 320
PART 3
SEE DETAIL "A"
MATCH LINE STA. 713+00.00
DETAIL "A"
N.T.S.
PROPOSED SPUR 320
EXISTING R.O.W.
EXISTING ℄
EXISTING EDGE OF PAVEMENT
EXISTING FENCE
EXISTING POWER POLE
EXISTING TELEPHONE PEDESTAL
EXISTING TELEPHONE BOX
EXISTING GAS VALVE
EXISTING GAS MARKER
EXISTING GAS METER
EXISTING GAS LINE
EXISTING WATER VALVE
EXISTING WATER METER
EXISTING WATER LINE
EXISTING SANITARY SEWER MANHOLE
EXISTING SANITARY SEWER LINE
EXISTING STORM SEWER MANHOLE
EXISTING STORM SEWER LINE
EXISTING CONCRETE
EXISTING ASPHALT
EXISTING GRAVEL
EXISTING CONCRETE CURB
EXISTING CONCRETE CURB & GUTTER
EXISTING CONCRETE SIDEWALK
EXISTING CONCRETE DRIVE
EXISTING CONCRETE FLUME
EXISTING CONCRETE RETAINING WALL
EXISTING CONCRETE HEADWALL
EXISTING CONCRETE CULVERT
EXISTING CONCRETE BOX CULVERT
EXISTING CONCRETE BRIDGE
EXISTING CONCRETE BRIDGE RAIL
EXISTING CONCRETE BRIDGE APPROACH
EXISTING CONCRETE BRIDGE DECK
EXISTING CONCRETE BRIDGE PIER
EXISTING CONCRETE BRIDGE ABUTMENT
EXISTING CONCRETE BRIDGE FOOTING
EXISTING CONCRETE BRIDGE PILE
EXISTING CONCRETE BRIDGE CAP
EXISTING CONCRETE BRIDGE COLUMN
EXISTING CONCRETE BRIDGE BEAM
EXISTING CONCRETE BRIDGE GIRDER
EXISTING CONCRETE BRIDGE SLAB
EXISTING CONCRETE BRIDGE DECK
EXISTING CONCRETE BRIDGE RAIL
EXISTING CONCRETE BRIDGE APPROACH

EXCEPTIONS FROM COVERAGE

In addition to the Exclusions and Conditions and Stipulations, your policy will not cover loss, costs, attorney's fees and expenses resulting from:

~~1. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception.):~~

2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements. Upon receipt of an approved survey, Schedule B, Item 2 may be modified to read in its entirety, "Shortages in area" (Loan Policy only or Owner's Title Policy with prescribed premium.)

3. Homestead or community property or survivorship rights, if any, of any spouse of any insured. (Applies to the Owner's Policy only.)

4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
   a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs, or oceans, or

   b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or

   c. to filled-in lands, or artificial islands, or

   d. to statutory water rights, including riparian rights, or

   e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.
   (Applies to the Owner's Policy only.)

5. Standby fees, taxes and assessments by any taxing authority for the year 2023 and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Loan Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year 2023 and subsequent years.")

6. The terms and conditions of the documents creating your interest in the land.

7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)

8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy T-2 only.)

9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan Policy of Title Insurance (T-2R) only.) Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy of Title Insurance. (T-2R)

10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):

    a) Rights of parties in possession. (Owner Title Policy only)

    b) Any and all leases, recorded and unrecorded, and rights of parties therein.

    c) Easement dated August 6, 1946, executed by Lazar Kopilowitz, et ux to El Paso Natural Gas Company, of record in Volume 845, Page 466, Deed Records of El Paso County, Texas.

    d) Easement dated July 26, 1949, executed by Lazar Kopilowitz, et ux to El Paso Natural Gas Company, of record in Volume 942, Page 289, Deed Records of El Paso County, Texas.

    e) Easement dated October 28, 1954, executed by Lazar Kopilowitz, et ux to Standard Oi Company, of record in Volume 1193, Page 554, Deed Records of El Paso County, Texas; said easement assigned to Salt Lake Pipeline Company by instrument of record under Instrument Number 19550041252, Deed Records of El Paso County, Texas.

    f) Lease Easement dated August 5, 1955, executed by the City of El Paso to Southern Pacific Pipe Line Company, of record in Volume 1243, Page 9, Deed Records of El Paso County, Texas.

    g) Easement dated December 17, 1981, executed by the City of El Paso to El Paso Electric Company, of record inVolume 1226, Page 532, Deed Records of El Paso County, Texas.

    h) Easement dated September 19, 1985, executed by El Paso Electric Company to All American Pipeline Company, of record in Volume 1598, Page1193, Deed Records of El Paso County, Texas.

    i) Easement Deed dated March 24, 2000, executed by All American Pipeline Company to EPNG Pipeline Company, of record under Instrument Number 20000080243, Official Records of El Paso County, Texas.

    j) Easement dated April 23, 2001, executed by El Paso Electric Company to the City of El Paso, of record in Volume 4002, Page 300, Official Records of El Paso County, Texas.

    k) Easement dated March 30, 2004, executed by the City of El Paso to El Paso Electric Company, of record under Instrument Number 20040050536, Official Records of El Paso County, Texas.

    l) Easement dated September 17, 2010, executed by the City of El Paso to SFPP, LP (Kinder Morgan), of record under Instrument Number 20100065509, Official Records of El Paso County, Texas.

    m) Easement dated January 23, 2013, executed by El Paso Electric Company to Magellan Pipeline Company, of record under Instrument Number 20130007999, Official Records of El Paso County, Texas.

    n) Oil, Gas and Mineral Reservation and stipulations in deed dated June 29, 1955, executed by Lazar Kopilowitz, et ux to the City of El Paso, recorded in Volume 1242, Page 231, Deed Records, El Paso County, Texas. (Title to the aforesaid estate has not been investigated subsequent to date of said instrument.)

    o) All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interests that are not listed.

    p) All leases, grants, exceptions or reservations of the geothermal energy and associated resources below the surface of the land, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of the geothermal energy and associated resources below the surface of the land that are not listed.

COMMITMENT FOR TITLE INSURANCE
SCHEDULE C

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Your Policy will not cover loss, costs, attorneys' fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.

2. Satisfactory evidence must be provided that:

   - no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,

   - all standby fees, taxes, assessments and charges against the property have been paid,

   - all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialman's liens have attached to the property,

   - there is legal right of access to and from the land,

   - (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.

3. You must pay the seller or borrower the agreed amount for your property or interest.

4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.

5. Note: Procedural Rule P-27 as provided for in Section 2561.202, Texas Insurance Code requires that "Good Funds" be received and deposited before a Title Agent may disburse from its Trust Fund Account. Procedural Rule P-27 provides a list of the types of financial documents and instruments which satisfy this requirement. Please be advised that we reserve the right to determine on a case-by-case basis what form of good funds is acceptable.

6. FOR INFORMATION ONLY: The vesting on Schedule A is by virtue of deed recorded in Volume 1242, Page 231, Deed Records of El Paso County, Texas.

7. Note: An Affidavit was styled "Notice of Claim to the Ysleta Grant and Aboriginal Title Areas" and was filed in Volume 2553, Page 1958, Real Property Records, El Paso County, Texas. The memorandum attached to this Affidavit states that "the claim is one for return of possession from third parties of all lands contained within the Ysleta, Senecu, Socorro and Ascarate Grants in El Paso County, Texas (based on aboriginal title and specific Spanish and Mexican Grants); as well as the balance of El Paso County and all of Hudspeth, Culberson, Jeff Davis, Brewster and Presidio Counties, Texas (based on aboriginal title only); and for damages for trespass and unlawful occupation and use." Upon request to the company, you may receive a copy of the Affidavit and memorandum. THE POLICY TO BE ISSUED TO YOU WILL NOT EXCEPT TO THE AFFIDAVIT OR CLAIMS REFLECTED BY THE AFFIDAVIT. THIS NOTE IS FOR INFORMATIONAL PURPOSES ONLY.

8. Company requires for its review satisfactory documentation from the City of El Paso authorizing this transaction and naming the party(ies) authorized to sign on its behalf. At the time the Company is furnished these items, the Company may make additional requirements and/or exceptions.

9. NOTE TO CLOSER: No outstanding liens of record, please inquire.

10. File to be updated prior to closing.

COMMITMENT FOR TITLE INSURANCE
SCHEDULE D

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Policy Commitment No.: 2128677

The information contained in this Schedule (D) does not affect title to or the lien upon the land described in Schedule A hereof, to be insured in any policy(ies) of title insurance to be issued in accordance with this Commitment.

As to **Stewart Title Guaranty Company**, the Underwriter herein, the following disclosures are made as of **January 1, 2022:**

A-1. Shareholders owning or controlling, or holding, directly or indirectly, ten percent (10%) or more of the shares of **Stewart Title Guaranty Company** as of the last day of the year preceding the date hereinabove set forth are as follows:
Stewart Information Services Corporation -100%

A-2. The members of the Board of Directors of **Stewart Title Guaranty Company** as of the last day of the year preceding the date hereinabove set forth are as follows: Frederick H. Eppinger, David C. Hisey, John L. Killea, Steven M. Lessack, Tara S. Smith, Brian K. Glaze, Pamela B. O'Brien and Mary P. Thomas.

A-3. The designated officers of **Stewart Title Guaranty Company** as of the last day of the year preceding the date hereinabove set forth are as follows: Frederick H. Eppinger, Chief Executive Officer & President; David C. Hisey, Chief Financial Officer - Secretary & Assistant Treasurer; Brad Rable, Chief Information Officer; Genady Vishnevetsky, Chief Information Security Officer; Emily Kain, Chief Human Resources Officer; Steven M. Lessack, Group President; Tara S. Smith, Group President - Agency Services; John L. Killea, General Counsel & Chief Compliance Officer; Charles M. Craig, Senior Vice President - Associate General Counsel & Senior Underwriting Counsel; James L. Gosdin, Senior Vice President - Chief Underwriting Counsel & Associate General Counsel; John Rothermel, Senior Vice President - Senior Underwriting Counsel; Heidi Junge, Senior Vice President - Regional Underwriting Counsel.

As to **Stewart Title Company** (Title Insurance Agent), the following disclosures are made:

B-1 Shareholders, owners, partners or other persons having, owning or controlling one percent (1%) or more of Title Insurance Agent are as follows: Stewart Title Guaranty Company – 100%

B-2 Shareholders, owners, partners, or other persons having, owning or controlling ten percent (10%) or more of an entity that has, owns or controls one percent (1%) or more of Title Insurance Agent are as follows:
Stewart Information Services Corporation - 100%

B-3 If Title Insurance Agent is a corporation, the following is a list of the members of the Board of Directors:

Frederick H. Eppinger, David C. Hisey, John L. Killea

B-4 If Title Insurance Agent is a corporation, the following is a list of its officers:

Frederick H. Eppinger	Chairman, Chief Executive Officer and President
David C. Hisey	Chief Financial Officer, Assistant Secretary-Treasurer
John L. Killea	Executive Vice President, Chief Legal Officer
Julie Warnock	Secretary, Assistant Treasurer
Scott Gray	Treasurer, Assistant Secretary

C-1. You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving a portion of the premium from the settlement of this transaction will be disclosed on the closing or settlement statement.

You are further advised that the estimated title premium* is:

Owner's Policy	TBD
Loan Policy	$0.00
Endorsement Charges	$25.00
Other	
Total	TBD

Of this total amount 15% will be paid to Stewart Title Guaranty Company; 85% will be retained by the issuing Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:

Amount			To Whom	For Service
$	(or	%)		
$	(or	%)		
$	(or	%)		

“The estimated premium is based upon information furnished to us as of the date of this Commitment for Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance.”

T-7 Commitment Schedule D Revised 1/1/2022

DISCLOSURE REGARDING FUNDS FOR CLOSING

(to be provided with or within the Commitment for Title Insurance)

As Escrow Agent for the Real Estate transaction Stewart Title Company, ("Escrow Agent") has received and/or will receive the buyer's/borrower's funds and/or funds from the buyer's/borrower's lender for disbursement at closing of the transaction.

The seller and the buyer (or the borrower in a refinancing transaction) may request that escrow funds be invested in an interest-bearing account subject to a reasonable administrative fee charged by Escrow Agent and any account terms and conditions negotiated with the financial institution offering the interest bearing account. Otherwise, Escrow Agent shall deposit the earnest money in a demand deposit account that is federally insured to the maximum extent permitted by law. Demand deposit accounts offer immediately available funds for withdrawal after a check has cleared.

Escrow Agent may receive other benefits from the financial institution where the funds are deposited. Based upon the deposit of escrow funds in demand deposit accounts and other relationships with the financial institution, Escrow Agent is eligible to participate in a program whereby it may (i) receive favorable loan terms and earn income from the investment of loan proceeds and (ii) receive other benefits offered by the financial institution.

STEWART TITLE GUARANTY COMPANY

DELETION OF ARBITRATION PROVISION

(Not applicable to the Texas Residential Owner's Policy)

ARBITRATION is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Insurance Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator's award.

Your policy contains an arbitration provision (shown below). It allows you or the Company to require arbitration if the amount of insurance is $2,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. You can do this by signing this form and returning it to the Company at or before the closing of your real estate transaction or by writing to the Company.

The arbitration provision in the Policy is as follows:

> "Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is $2,000,000 or less shall be arbitrated at the option of either the Company or the Insured, unless the Insured is an individual person (as distinguished from an Entity). All arbitrable matters when the Amount of Insurance is in excess of $2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction."

SIGNATURE _____ DATE _____

STEWART INFORMATION SERVICES CORPORATION
GRAMM-LEACH BLILEY PRIVACY NOTICE

This Stewart Information Services Corporation Privacy Notice ("Notice") explains how we and our affiliates and majority-owned subsidiary companies (collectively, "Stewart," "our," or "we") collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of your information. Pursuant to Title V of the Gramm-Leach Bliley Act ("GLBA") and other Federal and state laws and regulations applicable to financial institutions, consumers have the right to limit some, but not all sharing of their personal information. Please read this Notice carefully to understand how Stewart uses your personal information.

The types of personal information Stewart collects, and shares depends on the product or service you have requested.

Stewart may collect the following categories of personal and financial information from you throughout your transaction:

1. Identifiers: Real name, alias, online IP address if accessing company websites, email address, account name, unique online identifier, or other similar identifiers.

2. Demographic Information: Marital status, gender, date of birth.

3. Personal Information and Personal Financial Information: Full name, signature, social security number, address, driver's license number, passport number, telephone number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, credit reports, or any other information necessary to complete the transaction.

Stewart may collect personal information about you from:

1. Publicly available information from government records.
2. Information we receive directly from you or your agent(s), such as your lender or real estate broker.
3. Information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Stewart may use your personal information for the following purposes:

1. To provide products and services to you in connection with a transaction.
2. To improve our products and services.
3. To communicate with you about our affiliates', and others' products and services, jointly or independently.

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers, or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules, and regulations.
- Performing services including maintaining or servicing accounts, providing customer service, processing, or fulfilling orders and transactions, verifying customer information, processing payments.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, your realtor, broker, or a lender). Stewart may disclose your personal information to non-affiliated third-party service providers and vendors to render services to complete your transaction.

We share your personal information with the following categories of third parties:

- Non-affiliated service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- To enable Stewart to prevent criminal activity, fraud, material misrepresentation, or nondisclosure.
- Stewart's affiliated and subsidiary companies.
- Parties involved in litigation and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations, taxing authorities, if required in the transaction.
- Federal and State Regulators, law enforcement and other government entities to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

The law does not require your prior authorization or consent and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or browsing information with non-affiliated third parties, except as required or permitted by law.

Right to Limit Use of Your Personal Information

You have the right to opt-out of sharing of your personal information among our affiliates to directly market to you. To opt-out of sharing your information with affiliates for direct marketing, you may send an "opt out" request to OptOut@stewart.com, or contact us through other available methods provided under "Contact Information" in this Notice. We do not share your Personal Information with nonaffiliates for their use to directly market to you without your consent.

How Stewart Protects Your Personal Information

Stewart maintains physical, technical, and administrative safeguards and policies to protect your personal information.

Contact Information

If you have specific questions or comments about this Notice, the ways in which Stewart collects and uses your information described herein, or your choices and rights regarding such use, please do not hesitate to contact us at:

Phone: Toll Free at 1-866-571-9270
Email: Privacyrequest@stewart.com

Postal Address: Stewart Information Services Corporation
Attn: Mary Thomas, Chief Compliance and Regulatory Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056

Effective Date: January 1, 2020
Updated: August 24, 2023

STEWART INFORMATION SERVICES CORPORATION
PRIVACY NOTICE FOR CALIFORNIA RESIDENTS

Stewart Information Services Corporation and its affiliates and majority-owned subsidiary companies (collectively, "Stewart," "our," or "we") respect and are committed to protecting your privacy. Pursuant to the California Consumer Privacy Act of 2018 ("CCPA") and the California Privacy Rights Act of 2020 ("CPRA"), we are providing this **Privacy Notice ("**CCPA Notice"). This CCPA Notice explains how we collect, use, and disclose personal information, when and to whom we disclose such information, and the rights you, as a California resident have regarding your Personal Information. This CCPA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users, consumers, and others who reside in the State of California or are considered California Residents as defined in the CCPA ("consumers" or "you"). All terms defined in the CCPA & CPRA have the same meaning when used in this Notice.

Personal and Sensitive Personal Information Stewart Collects

Stewart has collected the following categories of personal and sensitive personal information from consumers within the last twelve (12) months:

A. Identifiers. A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.

B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)). A name, signature, Social Security number, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information.

C. Protected classification characteristics under California or federal law. Age, race, color, ancestry, national origin, citizenship, marital status, sex (including gender, gender identity, gender expression), veteran or military status.

D. Commercial information. Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.

E. Internet or other similar network activity. Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.

F. Geolocation data

Stewart obtains the categories of personal and sensitive information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees, or their agents (For example, realtors, lenders, attorneys, brokers, etc.)
- Directly and indirectly from activity on Stewart's website or other applications.
- From third parties that interact with Stewart in connection with the services we provide.

Use of Personal and Sensitive Personal Information

Stewart may use or disclose the personal or sensitive information we collect for one or more of the following purposes:

a. To fulfill or meet the reason for which the information is provided.
b. To provide, support, personalize, and develop our website, products, and services.
c. To create, maintain, customize, and secure your account with Stewart.
d. To process your requests, purchases, transactions, and payments and prevent transactional fraud.
e. To prevent and/or process claims.
f. To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
g. As necessary or appropriate to protect the rights, property or safety of Stewart, our customers, or others.
h. To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
i. To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
j. To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
k. To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
l. Auditing for compliance with federal and state laws, rules, and regulations.
m. Performing services including maintaining or servicing accounts, providing customer service, processing, or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
n. To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal or sensitive information or use the personal or sensitive information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, a realtor, broker, or a lender).

We share your personal information with the following categories of third parties:

a. Service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
b. Affiliated Companies.
c. Parties involved in litigation and attorneys, as required by law.
d. Financial rating organizations, rating bureaus and trade associations.
e. Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information:

Category A: Identifiers
Category B: California Customer Records personal information categories
Category C: Protected classification characteristics under California or federal law
Category D: Commercial Information
Category E: Internet or other similar network activity
Category F: Non-public education information

A. Your Consumer Rights and Choices Under CCPA and CPRA

The CCPA and CPRA provide consumers (California residents as defined in the CCPA) with specific rights regarding their personal information. This section describes your rights and explains how to exercise those rights.

i. Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

ii. Deletion Request Rights

You have the right to request that Stewart delete any personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 *seq.*).
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

iii. Opt-Out of Information Sharing and Selling

Stewart does not share or sell information to third parties, as the terms are defined under the CCPA and CPRA. Stewart only shares your personal information as commercially necessary and in accordance with this CCPA Notice.

iv. Correction of Inaccurate Information

You have the right to request that Stewart correct any inaccurate information maintained about.

v. Limit the Use of Sensitive Personal Information

You have the right to limit how your sensitive personal information, as defined in the CCPA and CPRA is disclosed or shared with third parties.

Exercising Your Rights Under CCPA and CPRA

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described herein, your choices and rights regarding such use, or wish to exercise your rights under California law, please submit a verifiable consumer request to us by the available means provided below:

1. Emailing us at **OptOut@stewart.com**; or

2. Visiting **https://www.stewart.com/en/quick-links/ccpa-request.html**

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child, if applicable.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.

- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Record Retention

Your personal information will not be kept for longer than is necessary for the business purpose for which it is collected and processed. We will retain your personal information and records based on established record retention policies pursuant to California law and in compliance with all federal and state retention obligations. Additionally, we will retain your personal information to comply with applicable laws, regulations, and legal processes (such as responding to subpoenas or court orders), and to respond to legal claims, resolve disputes, and comply with legal or regulatory recordkeeping requirements.

Changes to This CCPA Notice

Stewart reserves the right to amend this CCPA Notice at our discretion and at any time. When we make changes to this CCPA Notice, we will post the updated Notice on Stewart's website and update the Notice's effective date.

Link to Privacy Notice

https://www.stewart.com/en/privacy.html

Contact Information

Stewart Information Services Corporation
Attn: Mary Thomas, Chief Compliance and Regulatory Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056

September 6, 2023

File No.: 2128713
Title Insurance Commitment and Title Data, Inc.

Dear Customer:

The attached title insurance commitment contains information which has been obtained or derived from records and information owned by Title Data, Inc. or one of its subsidiaries (collectively "Title Data"). Title Data owns and maintains land title plants for various Texas counties. Title Data created its title plants through the investment of extensive time, labor, skill and money. **The information contained in the title plants is protected by federal copyright law and Texas common law on trade secrets and contract.**

Title Data has granted our company a license to use one or more of its title plants. Our company's right to access and use Title Data's title plants is governed by our contract with Title Data. Our contract with Title Data restricts who can receive and/or use a title insurance commitment which is based, in whole or in part, upon Title Data's records and information.

Under the terms of our contract with Title Data, we are permitted to provide you with the attached title insurance commitment **for limited use and distribution only**. Specifically, you are sublicensed to deliver, exhibit, or furnish the attached title insurance commitment (or any copies thereof) **ONLY** to your bona fide employees and a third party who is playing a bona fide role in this proposed real estate transaction, including a lawyer, a lender, a surveyor, a real estate broker or agent, and the parties to this proposed transaction.

For purposes of our agreement with Title Data, "deliver, exhibit, or furnish" includes, without limitation, copying this title insurance commitment (whether such copying be by means of a photocopier, facsimile machine, another electronic scanning device, or any other method of reproduction) and providing such copy to any third party.

Your furnishing of the attached title insurance commitment to anyone not specifically enumerated above is not permitted by our contract with Title Data and constitutes a breach of our sublicense to you. Your furnishing of the attached title insurance commitment to anyone not specifically enumerated above is also a violation of federal copyright law and Texas common law.

Therefore, as an express condition of us providing you with the attached title insurance commitment, you specifically agree to limit its uses to those set forth herein, and to provide a copy of this letter to any party to whom you deliver, exhibit, or furnish the attached title insurance commitment (or any copies thereof).

In the event you are unable or unwilling to comply with these conditions, immediately return the attached title insurance commitment to our company, without reviewing, copying or otherwise utilizing in any way the information contained therein.

A COPY OF THIS LETTER MUST ACCOMPANY THE ATTACHED TITLE INSURANCE COMMITMENT AT ALL TIMES. ALL DOWNSTREAM RECIPIENTS MUST PROVIDE A COPY OF THIS LETTER TO ANY OTHER AUTHORIZED USERS OF THE ATTACHED TITLE INSURANCE COMMITMENT.

Thank you for your business.

Sincerely,
Stewart Title Company

Ron Rush

Stewart Title Company
415 North Mesa Street
El Paso, TX 79901
(915) 225-8200 main (915) 225-8290 fax
Ron.Rush@stewart.com

COMMITMENT FOR TITLE INSURANCE

ISSUED BY
STEWART TITLE GUARANTY COMPANY

THE FOLLOWING COMMITMENT FOR TITLE INSURANCE IS NOT VALID UNLESS YOUR NAME AND THE POLICY AMOUNT ARE SHOWN IN SCHEDULE A, AND OUR AUTHORIZED REPRESENTATIVE HAS COUNTERSIGNED BELOW.

We, STEWART TITLE GUARANTY COMPANY, will issue our title insurance policy or policies (the Policy) to You (the proposed insured) upon payment of the premium and other charges due, and compliance with the requirements in Schedule C. Our Policy will be in the form approved by the Texas Department of Insurance at the date of issuance, and will insure your interest in the land described in Schedule A. The estimated premium for our Policy and applicable endorsements is shown on Schedule D. There may be additional charges such as recording fees, and expedited delivery expenses.

This Commitment ends ninety (90) days from the effective date, unless the Policy is issued sooner, or failure to issue the Policy is our fault. Our liability and obligations to you are under the express terms of this Commitment and end when this Commitment expires.

In Witness Whereof, the Company has caused this commitment to be signed and sealed as of the effective date of commitment as shown in Schedule A, the commitment to become valid and binding only when countersigned by an authorized signatory.

Roberta H. Chestnut
Authorized Countersignature

Stewart Title Company
415 North Mesa Street
El Paso, TX 79901

STEWART TITLE GUARANTY COMPANY
INCORPORATED
1908
TEXAS

Frederick H. Eppinger
President and CEO

David Hisey
Secretary

CONDITIONS AND STIPULATIONS

1. If you have actual knowledge of any matter which may affect the title or mortgage covered by this Commitment, that is not shown in Schedule B, you must notify us in writing,. If you do not notify us in writing, our liability to you is ended or reduced to the extent that your failure to notify us affects our liability. If you do notify us, or we learn of such matter, we may amend Schedule B, but we will not be relieved of liability already incurred.

2. Our liability is only to you, and others who are included in the definition of Insured in the Policy to be issued. Our liability is only for actual loss incurred in your reliance on this Commitment to comply with its requirements or to acquire the interest in the land. Our liability is limited to the amount shown in Schedule A of this Commitment and will be subject to the following terms of the Policy: Insuring Provisions, Conditions and Stipulations, and Exclusions.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252-2029.

IMPORTANT INFORMATION

FOR INFORMATION, OR
TO MAKE A COMPLAINT
CALL OUR TOLL-FREE TELE-
PHONE NUMBER

1-800-729-1902

ALSO
YOU MAY CONTACT
THE TEXAS DEPARTMENT
OF INSURANCE AT

1-800-252-3439

to obtain information on:

1. filing a complaint against an insurance company or agent,
2. whether an insurance company or agent is licensed,
3. complaints received against an insurance company or agent.
4. policyholder rights, and
5. a list of consumer publications and services available through the Department.

YOU MAY ALSO WRITE TO
THE TEXAS DEPARTMENT OF
INSURANCE
P.O. Box 12030
Austin, TX 78711-2030
FAX NO. (512) 490-1007

AVISO IMPORTANTE

PARA INFORMACION, O
PARA SOMETER UNA QUEJA
LLAME AL NUMERO GRATIS

1-800-729-1902

TAMBIEN
PUEDE COMUNICARSE CON
EL DEPARTAMENTO DE SEGUROS
DE TEXAS AL

1-800-252-3439

para obtener informacion sobre:

1. como someter una queja en contra de una compania de seguros o agente de seguros,
2. si una compania de seguros o agente de seguros tiene licencia,
3. quejas recibidas en contra de una compania de seguros o agente de seguros,
4. los derechos del asegurado, y
5. una lista de publicaciones y servicios para consumidores disponibles a traves del Departamento.

TAMBIEN PUEDE ESCRIBIR AL
DEPARTAMENTO DE SEGUROS DE
TEXAS
P.O. Box 12030
Austin, TX 78711-2030
FAX NO. (512) 490-1007

TEXAS TITLE INSURANCE INFORMATION

Title insurance insures you against loss resulting from certain risks to your title. The commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The commitment is a legal document. You should review it carefully to completely understand it before your closing date.	El seguro de titulo le asegura en relacion a perdidas resultantes de ciertos riesgos que pueden afectar el titulo de su propiedad. El Compromiso para Seguro de Titulo es la promesa de la compania aseguradora de titulos de emitir la poliza de seguro de titulo. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y entenderlo completamente antes de la fecha para finalizar su transaccion.

Your commitment for Title Insurance is a legal contract between you and us. The Commitment is not an opinion or report of your title. It is a contract to issue you a policy subject to the Commitment's terms and requirements.

Before issuing a Commitment for Title Insurance (the Commitment) or a Title Insurance Policy (the Policy), the title insurance Company (the Company) determines whether the title is insurable. This determination has already been made. Part of that determination involves the Company's decision to insure the title except for certain risks that will not be covered by the Policy. Some of these risks are listed in Schedule B of the attached Commitment as Exceptions. Other risks are stated in the Policy as Exclusions. These risks will not be covered by the Policy. The Policy is not an abstract of title nor does a Company have an obligation to determine the ownership of any mineral interest.

MINERALS AND MINERAL RIGHTS may not be covered by the Policy. The Company may be unwilling to insure title unless there is an exclusion or an exception as to Minerals and Mineral Rights in the Policy. Optional endorsements insuring certain risks involving minerals, and the use of improvements (excluding lawns, shrubbery and trees) and permanent buildings may be available for purchase. If the title insurer issues the title policy with an exclusion or exception to the minerals and mineral rights, neither this Policy, nor the optional endorsements, ensure that the purchaser has title to the mineral rights related to the surface estate.

Another part of the determination involves whether the promise to insure is conditioned upon certain requirements being met. Schedule C of the Commitment lists these requirements that must be satisfied or the Company will refuse to cover them. You may want to discuss any matters shown in Schedules B and C of the Commitment with an attorney. These matters will affect your title and your use of the land.

When your Policy is issued, the coverage will be limited by the Policy's Exceptions, Exclusions and Conditions, defined below.

- EXCEPTIONS are title risks that a Policy generally covers but does not cover in a particular instance. Exceptions are shown on Schedule B or discussed in Schedule C of the Commitment. They can also be added if you do not comply with the Conditions section of the Commitment. When the Policy is issued, all Exceptions will be on Schedule B of the Policy.

- EXCLUSIONS are title risks that a Policy generally does not cover. Exclusions are contained in the Policy but not shown or discussed in the Commitment.

- CONDITIONS are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 1-800-729-1902 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

You can also get a brochure that explains the policy from the Texas Department of Insurance by calling 1-800-252-3439.

Before the Policy is issued, you may request changes in the Policy. Some of the changes to consider are:

- Request amendment of the "area and boundary" exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey and comply with other requirements of the Company. On the Owner's Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company and if the Company's other requirements are met, your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy. Whether or not you request amendment of the "area and boundary" exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.

- Allow the Company to add an exception to "rights of parties in possession". If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement holders who occupy the land. The Company may charge you for the inspection. If you want to make your own inspection, you must sign a Waiver of Inspection form and allow the Company to add this exception to your Policy.

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.

COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 2128713	Effective Date: September 21, 2023 at 8:00AM
CLOSER: Ron Rush	Issued: September 29, 2023 3:15PM

1. The policy or policies to be issued are:

   a. OWNER'S POLICY OF TITLE INSURANCE (Form T-1)
   (Not applicable for improved one-to-four family residential real estate)
   Policy Amount:
   PROPOSED INSURED: State of Texas Department of Transportation

   b. TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE
   -ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)
   Policy Amount: $
   PROPOSED INSURED:

   c. LOAN POLICY OF TITLE INSURANCE (Form T-2)
   Policy Amount:
   PROPOSED INSURED: , and each successor in ownership of the indebtedness secured by the insured mortgage, except a successor who is an obligor under the provisions of Section 12(c) of the Conditions.
   Proposed Borrower: State of Texas Department of Transportation

   d. TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)
   Policy Amount: $
   PROPOSED INSURED:
   Proposed Borrower:

   e. LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)
   Binder Amount: $
   PROPOSED INSURED:
   Proposed Borrower:

   f. OTHER:
   Policy Amount: $
   PROPOSED INSURED:

2. The interest in the land covered by this Commitment is:

   FEE SIMPLE

3. Record title to the land on the Effective Date appears to be vested in:

   El Paso Water Utilities Public Service Board (See Note in Schedule C)

4. Legal description of land:

   See Exhibit "A" Attached Hereto

COMMITMENT FOR TITLE INSURANCE
EXHIBIT “A”
LEGAL DESCRIPTION

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 2128713

Being 11,936 square feet or 0.2740 acres of land situated in the Texas and Pacific Railroad Company Survey, Abstract No. 2379, Section 1, Block 81, Township 1, Texas and Pacific Railroad Company Surveys, El Paso County, Texas; said 11,936 square feet or 0.2740 acres of land being more particularly described by metes and bounds on attached Exhibit "A".

SEE EXHIBIT “A” ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES.

NOTE: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override Item 2 of Schedule B hereof.

Exhibit

August, 2021
Parcel 5
Page 1 of 4
TXDOTCONNECT Parcel No. P00066029.001

HIGHWAY:	Spur 320
LIMITS:	From Texas and New Mexico State Line to Loop 375
COUNTY:	El Paso
ACCOUNT NO.:	
ROW CSJ:	665-02-007
OWNER:	El Paso Water Utilities, Public Service Board

Property Description for Parcel 5

Being 11,936 square feet or 0.2740 acres of land, situated in the Texas and Pacific Railroad Company Survey, Abstract No. 2379, Section 1, Block 81, Township 1, Texas and Pacific Railroad Company Surveys, El Paso County, Texas and being part of a 20 feet wide El Paso Water Utilities, Public Service Board (P.S.B.) right-of-way (no document found) as referenced in the Texas Highway Department Right of Way Map of Highway No. F.M. 2529 (Control 2326 Section 1 Job 2) dated August 7, 1959 and being more particularly described by metes and bounds as follows:

COMMENCING, at a railroad spike found for the common corner of Sections 1 and 12, Block 81, said Township 1, Texas and Pacific Railroad Company Surveys;

THENCE, North 87°01'34" West, with the common boundary of Sections 1 and 12, said Block 81 and the southerly boundary of said 20 feet wide P.S.B. right-of-way, a distance of 3,721.40 feet to a 5/8- inch iron rod with TxDOT aluminum cap found for the most easterly corner and **POINT OF BEGINNING** of the herein described parcel and end of Denial of Access Line, having coordinates of N=10,740,400.65 and E=410,082.25, located 175.00 feet left of proposed Spur 320 Baseline Station 725+25.13;

1. **THENCE,** North 87°01'34" West, with the common boundary of said Sections 1 and 12, said Block 80, and the southerly line of said P.S.B. right-of-way, a distance of 601.04 feet to a TxDOT Type II brass cap monument found on the southwesterly right-of-way line of the proposed Spur 320 and beginning of a curve to the right for a westerly corner of the herein described parcel and beginning of a Denial of Access Line, located 175.01 feet right of proposed Spur 320 Baseline Station 720+36.44;

2. **THENCE,** with said proposed southwesterly right-of-way and Denial of Access Line, said curve to the right, having a radius of 12,675.00 feet, an arc length of 33.28 feet, a central angle of 00 degrees 09 minutes 02 seconds, and a chord which bears North 50°13'26" West, a distance of 33.28 feet to a TxDOT Type II brass cap monument found on the common boundary of said P.S.B. right-of-way and the southerly boundary line of a 50.00 feet wide right-of-way conveyed to El Paso Electric Company (E.P.E.C.) by deed recorded in Volume 1338, Page 490, El Paso County Deed Records (E.P.C.D.R.), for the most westerly corner of the herein described parcel and end of said Denial of Access Line, located 175.01 feet right of proposed Spur 320 Baseline Station 720+03.62;

Exhibit

3. **THENCE,** South 87°01'07" East, with the common boundary of said P.S.B. and E.P.E.C. right-of-ways, a distance of 598.87 feet to a TxDOT Type II brass cap monument found on said northeasterly right-of-way line of the proposed Spur 320 and beginning of a curve to the left and for a northerly corner of the herein described parcel and beginning of a Denial of Access Line, located 175.00 feet left of proposed Spur 320 Baseline Station 724+89.64;

4. **THENCE,** with said proposed northeasterly right-of-way and Denial of Access Line said curve to the left, having a radius of 12,325.00 feet, an arc length of 35.00 feet, a central angle of 00 degrees 09 minutes 46 seconds and a chord which bears South 52°27'27" East, a distance of 35.00 feet, to the **POINT OF BEGINNING** and containing 11,936 square feet or 0.2740 acres of land.

Note: Note: Survey Plat to accompany this legal description.

Note: Access is prohibited across the "Denial of Access Line" to the highway facility from the remainder of the abutting property.

Bearings and coordinates are based upon the Texas Coordinate System of 1983, Central Zone (4203), NAD 83(2011) and are referenced to the TxDot RTN, Mount point NAD83_(2010)-West_VRS_RTCM. All distances and coordinates shown are surface values and may be converted to state plane values by dividing by the surface adjustment factor of 1.000231. The Unit of Measure is the U.S. Survey Foot.

I, Scott M. Fertak, a Registered Professional Land Surveyor, do hereby certify that this property description is a true and correct representation of a survey made on the ground, under my direction and supervision.

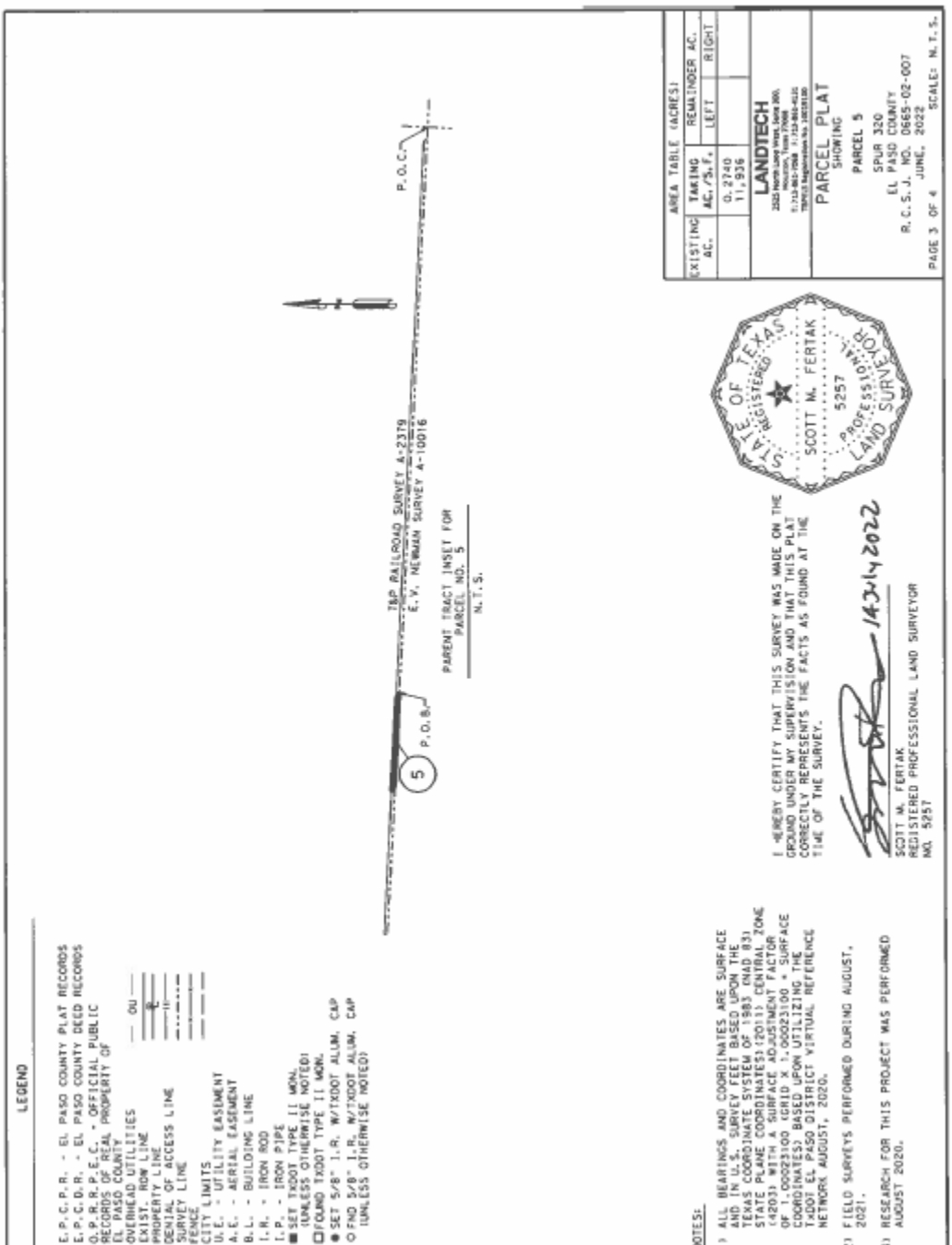


14 July 2022

Scott M. Fertak
Registered Professional Land Surveyor
No. 5257

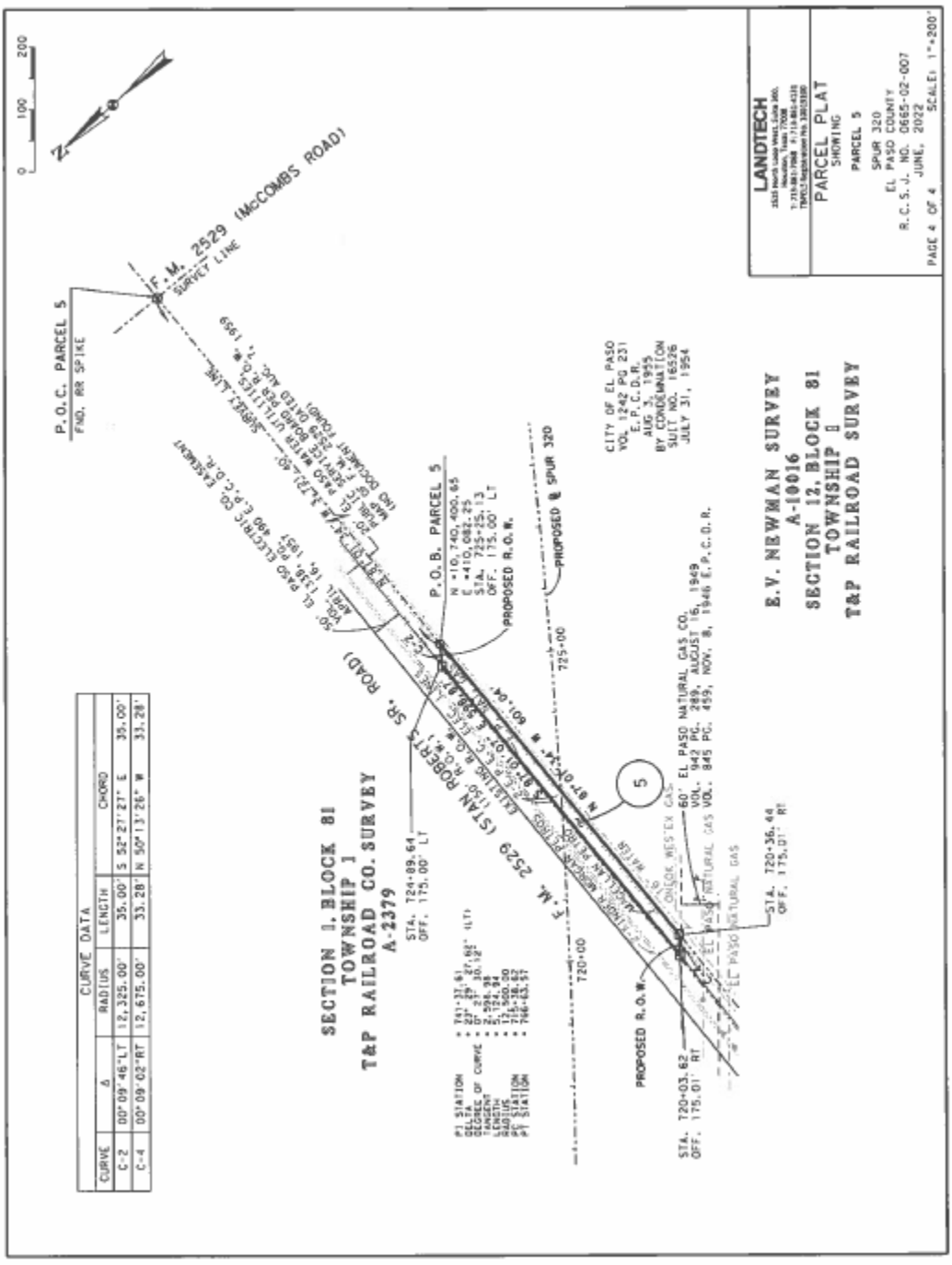
COMMITMENT FOR TITLE INSURANCE
EXHIBIT "A"
LEGAL DESCRIPTION

ISSUED BY
STEWART TITLE GUARANTY COMPANY



COMMITMENT FOR TITLE INSURANCE
EXHIBIT "A"
LEGAL DESCRIPTION

ISSUED BY
STEWART TITLE GUARANTY COMPANY



EXCEPTIONS FROM COVERAGE

In addition to the Exclusions and Conditions and Stipulations, your policy will not cover loss, costs, attorney's fees and expenses resulting from:

~~1. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception.):~~

2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements. Upon receipt of an approved survey, Schedule B, Item 2 may be modified to read in its entirety, "Shortages in area" (Loan Policy only or Owner's Title Policy with prescribed premium.)

3. Homestead or community property or survivorship rights, if any, of any spouse of any insured. (Applies to the Owner's Policy only.)

4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
   a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs, or oceans, or

   b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or

   c. to filled-in lands, or artificial islands, or

   d. to statutory water rights, including riparian rights, or

   e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.
   (Applies to the Owner's Policy only.)

5. Standby fees, taxes and assessments by any taxing authority for the year 2023 and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Loan Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year 2023 and subsequent years.")

6. The terms and conditions of the documents creating your interest in the land.

7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)

8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy T-2 only.)

9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan Policy of Title Insurance (T-2R) only.) Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy of Title Insurance. (T-2R)

10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):

    a) Rights of parties in possession. (Owner Title Policy only)

    b) Any and all leases, recorded and unrecorded, and rights of parties therein.

    c) Easement dated August 5, 1946, executed by Lazar Kopilowitz, et ux to El Paso Natural Gas Company, of record in Volume 845, Page 459, Deed Records of El Paso County, Texas.

    d) Easement dated July 26, 1949, executed by Lazar Kopilowitz, et ux to El Paso Natural Gas Company, of record in Volume 942, Page 289, Deed Records of El Paso County, Texas.

    e) Easement dated March 29, 1957, executed by City of El Paso to El Paso Electric Company, of record in Volume 1338, Page 490, Deed Records of El Paso County, Texas.

    f) All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interests that are not listed.

    g) All leases, grants, exceptions or reservations of the geothermal energy and associated resources below the surface of the land, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of the geothermal energy and associated resources below the surface of the land that are not listed.

COMMITMENT FOR TITLE INSURANCE
SCHEDULE C

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Your Policy will not cover loss, costs, attorneys' fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.

2. Satisfactory evidence must be provided that:

   - no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,

   - all standby fees, taxes, assessments and charges against the property have been paid,

   - all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialman's liens have attached to the property,

   - there is legal right of access to and from the land,

   - (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.

3. You must pay the seller or borrower the agreed amount for your property or interest.

4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.

5. Note: Procedural Rule P-27 as provided for in Section 2561.202, Texas Insurance Code requires that "Good Funds" be received and deposited before a Title Agent may disburse from its Trust Fund Account. Procedural Rule P-27 provides a list of the types of financial documents and instruments which satisfy this requirement. Please be advised that we reserve the right to determine on a case-by-case basis what form of good funds is acceptable.

6. FOR INFORMATION ONLY: The vesting on Schedule A is by virtue of Right of Way shown in Texas Highway Department Right of Way Map of Highway No. F. M. 2529 (Control 2326 Section 1 Job 2) dated August 7, 1959.

7. NOTE TO CLOSER: No document found of record to evidence the right of way deed; limitations would vest title.

8. Note: An Affidavit was styled "Notice of Claim to the Ysleta Grant and Aboriginal Title Areas" and was filed in Volume 2553, Page 1958, Real Property Records, El Paso County, Texas. The memorandum attached to this Affidavit states that "the claim is one for return of possession from third parties of all lands contained within the Ysleta, Senecu, Socorro and Ascarate Grants in El Paso County, Texas (based on aboriginal title and specific Spanish and Mexican Grants); as well as the balance of El Paso County and all of Hudspeth, Culberson, Jeff Davis, Brewster and Presidio Counties, Texas (based on aboriginal title only); and for damages for trespass and unlawful occupation and use." Upon request to the company, you may receive a copy of the Affidavit and memorandum. THE POLICY TO BE ISSUED TO YOU WILL NOT EXCEPT TO THE AFFIDAVIT OR CLAIMS REFLECTED BY THE AFFIDAVIT. THIS NOTE IS FOR INFORMATIONAL PURPOSES ONLY.

9. Company requires for its review satisfactory documentation from the El Paso Water Utilities Public Service Board authorizing this transaction and naming the party(ies) authorized to sign on its behalf. At the time the Company is furnished these items, the Company may make additional requirements and/or exceptions.

10. NOTE TO CLOSER: No outstanding liens of record, please inquire.

11. File to be updated prior to closing.

COMMITMENT FOR TITLE INSURANCE
SCHEDULE D

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Policy Commitment No.: 2128713

The information contained in this Schedule (D) does not affect title to or the lien upon the land described in Schedule A hereof, to be insured in any policy(ies) of title insurance to be issued in accordance with this Commitment.

As to **Stewart Title Guaranty Company**, the Underwriter herein, the following disclosures are made as of **January 1, 2022:**

A-1. Shareholders owning or controlling, or holding, directly or indirectly, ten percent (10%) or more of the shares of **Stewart Title Guaranty Company** as of the last day of the year preceding the date hereinabove set forth are as follows:
Stewart Information Services Corporation -100%

A-2. The members of the Board of Directors of **Stewart Title Guaranty Company** as of the last day of the year preceding the date hereinabove set forth are as follows: Frederick H. Eppinger, David C. Hisey, John L. Killea, Steven M. Lessack, Tara S. Smith, Brian K. Glaze, Pamela B. O'Brien and Mary P. Thomas.

A-3. The designated officers of **Stewart Title Guaranty Company** as of the last day of the year preceding the date hereinabove set forth are as follows: Frederick H. Eppinger, Chief Executive Officer & President; David C. Hisey, Chief Financial Officer - Secretary & Assistant Treasurer; Brad Rable, Chief Information Officer; Genady Vishnevetsky, Chief Information Security Officer; Emily Kain, Chief Human Resources Officer; Steven M. Lessack, Group President; Tara S. Smith, Group President - Agency Services; John L. Killea, General Counsel & Chief Compliance Officer; Charles M. Craig, Senior Vice President - Associate General Counsel & Senior Underwriting Counsel; James L. Gosdin, Senior Vice President - Chief Underwriting Counsel & Associate General Counsel; John Rothermel, Senior Vice President - Senior Underwriting Counsel; Heidi Junge, Senior Vice President - Regional Underwriting Counsel.

As to **Stewart Title Company** (Title Insurance Agent), the following disclosures are made:

B-1 Shareholders, owners, partners or other persons having, owning or controlling one percent (1%) or more of Title Insurance Agent are as follows: Stewart Title Guaranty Company – 100%

B-2 Shareholders, owners, partners, or other persons having, owning or controlling ten percent (10%) or more of an entity that has, owns or controls one percent (1%) or more of Title Insurance Agent are as follows:
Stewart Information Services Corporation - 100%

B-3 If Title Insurance Agent is a corporation, the following is a list of the members of the Board of Directors:

Frederick H. Eppinger, David C. Hisey, John L. Killea

B-4 If Title Insurance Agent is a corporation, the following is a list of its officers:

Frederick H. Eppinger	Chairman, Chief Executive Officer and President
David C. Hisey	Chief Financial Officer, Assistant Secretary-Treasurer
John L. Killea	Executive Vice President, Chief Legal Officer
Julie Warnock	Secretary, Assistant Treasurer
Scott Gray	Treasurer, Assistant Secretary

C-1. You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving a portion of the premium from the settlement of this transaction will be disclosed on the closing or settlement statement.

You are further advised that the estimated title premium* is:

Owner's Policy	TBD
Loan Policy	$0.00
Endorsement Charges	$25.00
Other	
Total	TBD

Of this total amount 15% will be paid to Stewart Title Guaranty Company; 85% will be retained by the issuing Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:

Amount		To Whom	For Service
$	(or %)		
$	(or %)		
$	(or %)		

"The estimated premium is based upon information furnished to us as of the date of this Commitment for Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance."

T-7 Commitment Schedule D Revised 1/1/2022

DISCLOSURE REGARDING FUNDS FOR CLOSING

(to be provided with or within the Commitment for Title Insurance)

As Escrow Agent for the Real Estate transaction Stewart Title Company, ("Escrow Agent") has received and/or will receive the buyer's/borrower's funds and/or funds from the buyer's/borrower's lender for disbursement at closing of the transaction.

The seller and the buyer (or the borrower in a refinancing transaction) may request that escrow funds be invested in an interest-bearing account subject to a reasonable administrative fee charged by Escrow Agent and any account terms and conditions negotiated with the financial institution offering the interest bearing account. Otherwise, Escrow Agent shall deposit the earnest money in a demand deposit account that is federally insured to the maximum extent permitted by law. Demand deposit accounts offer immediately available funds for withdrawal after a check has cleared.

Escrow Agent may receive other benefits from the financial institution where the funds are deposited. Based upon the deposit of escrow funds in demand deposit accounts and other relationships with the financial institution, Escrow Agent is eligible to participate in a program whereby it may (i) receive favorable loan terms and earn income from the investment of loan proceeds and (ii) receive other benefits offered by the financial institution.

STEWART TITLE GUARANTY COMPANY

DELETION OF ARBITRATION PROVISION

(Not applicable to the Texas Residential Owner's Policy)

ARBITRATION is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Insurance Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator's award.

Your policy contains an arbitration provision (shown below). It allows you or the Company to require arbitration if the amount of insurance is $2,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. You can do this by signing this form and returning it to the Company at or before the closing of your real estate transaction or by writing to the Company.

The arbitration provision in the Policy is as follows:

> "Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is $2,000,000 or less shall be arbitrated at the option of either the Company or the Insured, unless the Insured is an individual person (as distinguished from an Entity). All arbitrable matters when the Amount of Insurance is in excess of $2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction."

SIGNATURE _____ DATE _____

STEWART INFORMATION SERVICES CORPORATION
GRAMM-LEACH BLILEY PRIVACY NOTICE

This Stewart Information Services Corporation Privacy Notice ("Notice") explains how we and our affiliates and majority-owned subsidiary companies (collectively, "Stewart," "our," or "we") collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of your information. Pursuant to Title V of the Gramm-Leach Bliley Act ("GLBA") and other Federal and state laws and regulations applicable to financial institutions, consumers have the right to limit some, but not all sharing of their personal information. Please read this Notice carefully to understand how Stewart uses your personal information.

The types of personal information Stewart collects, and shares depends on the product or service you have requested.

Stewart may collect the following categories of personal and financial information from you throughout your transaction:

1. Identifiers: Real name, alias, online IP address if accessing company websites, email address, account name, unique online identifier, or other similar identifiers.

2. Demographic Information: Marital status, gender, date of birth.

3. Personal Information and Personal Financial Information: Full name, signature, social security number, address, driver's license number, passport number, telephone number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, credit reports, or any other information necessary to complete the transaction.

Stewart may collect personal information about you from:

1. Publicly available information from government records.
2. Information we receive directly from you or your agent(s), such as your lender or real estate broker.
3. Information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Stewart may use your personal information for the following purposes:

1. To provide products and services to you in connection with a transaction.
2. To improve our products and services.
3. To communicate with you about our affiliates', and others' products and services, jointly or independently.

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers, or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules, and regulations.
- Performing services including maintaining or servicing accounts, providing customer service, processing, or fulfilling orders and transactions, verifying customer information, processing payments.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, your realtor, broker, or a lender). Stewart may disclose your personal information to non-affiliated third-party service providers and vendors to render services to complete your transaction.

We share your personal information with the following categories of third parties:

- Non-affiliated service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- To enable Stewart to prevent criminal activity, fraud, material misrepresentation, or nondisclosure.
- Stewart's affiliated and subsidiary companies.
- Parties involved in litigation and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations, taxing authorities, if required in the transaction.
- Federal and State Regulators, law enforcement and other government entities to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

The law does not require your prior authorization or consent and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or browsing information with non-affiliated third parties, except as required or permitted by law.

Right to Limit Use of Your Personal Information

You have the right to opt-out of sharing of your personal information among our affiliates to directly market to you. To opt-out of sharing your information with affiliates for direct marketing, you may send an "opt out" request to OptOut@stewart.com, or contact us through other available methods provided under "Contact Information" in this Notice. We do not share your Personal Information with nonaffiliates for their use to directly market to you without your consent.

How Stewart Protects Your Personal Information

Stewart maintains physical, technical, and administrative safeguards and policies to protect your personal information.

Contact Information

If you have specific questions or comments about this Notice, the ways in which Stewart collects and uses your information described herein, or your choices and rights regarding such use, please do not hesitate to contact us at:

Phone: Toll Free at 1-866-571-9270
Email: Privacyrequest@stewart.com

Postal Address: Stewart Information Services Corporation
Attn: Mary Thomas, Chief Compliance and Regulatory Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056

Effective Date: January 1, 2020
Updated: August 24, 2023

STEWART INFORMATION SERVICES CORPORATION
PRIVACY NOTICE FOR CALIFORNIA RESIDENTS

Stewart Information Services Corporation and its affiliates and majority-owned subsidiary companies (collectively, "Stewart," "our," or "we") respect and are committed to protecting your privacy. Pursuant to the California Consumer Privacy Act of 2018 ("CCPA") and the California Privacy Rights Act of 2020 ("CPRA"), we are providing this **Privacy Notice ("**CCPA Notice"). This CCPA Notice explains how we collect, use, and disclose personal information, when and to whom we disclose such information, and the rights you, as a California resident have regarding your Personal Information. This CCPA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users, consumers, and others who reside in the State of California or are considered California Residents as defined in the CCPA ("consumers" or "you"). All terms defined in the CCPA & CPRA have the same meaning when used in this Notice.

Personal and Sensitive Personal Information Stewart Collects

Stewart has collected the following categories of personal and sensitive personal information from consumers within the last twelve (12) months:

A. Identifiers. A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.

B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)). A name, signature, Social Security number, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information.

C. Protected classification characteristics under California or federal law. Age, race, color, ancestry, national origin, citizenship, marital status, sex (including gender, gender identity, gender expression), veteran or military status.

D. Commercial information. Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.

E. Internet or other similar network activity. Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.

F. Geolocation data

Stewart obtains the categories of personal and sensitive information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees, or their agents (For example, realtors, lenders, attorneys, brokers, etc.)
- Directly and indirectly from activity on Stewart's website or other applications.
- From third parties that interact with Stewart in connection with the services we provide.

Use of Personal and Sensitive Personal Information

Stewart may use or disclose the personal or sensitive information we collect for one or more of the following purposes:

a. To fulfill or meet the reason for which the information is provided.
b. To provide, support, personalize, and develop our website, products, and services.
c. To create, maintain, customize, and secure your account with Stewart.
d. To process your requests, purchases, transactions, and payments and prevent transactional fraud.
e. To prevent and/or process claims.
f. To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
g. As necessary or appropriate to protect the rights, property or safety of Stewart, our customers, or others.
h. To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
i. To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
j. To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
k. To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
l. Auditing for compliance with federal and state laws, rules, and regulations.
m. Performing services including maintaining or servicing accounts, providing customer service, processing, or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
n. To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal or sensitive information or use the personal or sensitive information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, a realtor, broker, or a lender).

We share your personal information with the following categories of third parties:

a. Service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
b. Affiliated Companies.
c. Parties involved in litigation and attorneys, as required by law.
d. Financial rating organizations, rating bureaus and trade associations.
e. Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information:

Category A: Identifiers
Category B: California Customer Records personal information categories
Category C: Protected classification characteristics under California or federal law
Category D: Commercial Information
Category E: Internet or other similar network activity
Category F: Non-public education information

A. Your Consumer Rights and Choices Under CCPA and CPRA

The CCPA and CPRA provide consumers (California residents as defined in the CCPA) with specific rights regarding their personal information. This section describes your rights and explains how to exercise those rights.

i. Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

ii. Deletion Request Rights

You have the right to request that Stewart delete any personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 *seq.*).
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

iii. Opt-Out of Information Sharing and Selling

Stewart does not share or sell information to third parties, as the terms are defined under the CCPA and CPRA. Stewart only shares your personal information as commercially necessary and in accordance with this CCPA Notice.

iv. Correction of Inaccurate Information

You have the right to request that Stewart correct any inaccurate information maintained about.

v. Limit the Use of Sensitive Personal Information

You have the right to limit how your sensitive personal information, as defined in the CCPA and CPRA is disclosed or shared with third parties.

Exercising Your Rights Under CCPA and CPRA

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described herein, your choices and rights regarding such use, or wish to exercise your rights under California law, please submit a verifiable consumer request to us by the available means provided below:

1. Emailing us at **OptOut@stewart.com**; or

2. Visiting **https://www.stewart.com/en/quick-links/ccpa-request.html**

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child, if applicable.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.

- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Record Retention

Your personal information will not be kept for longer than is necessary for the business purpose for which it is collected and processed. We will retain your personal information and records based on established record retention policies pursuant to California law and in compliance with all federal and state retention obligations. Additionally, we will retain your personal information to comply with applicable laws, regulations, and legal processes (such as responding to subpoenas or court orders), and to respond to legal claims, resolve disputes, and comply with legal or regulatory recordkeeping requirements.

Changes to This CCPA Notice

Stewart reserves the right to amend this CCPA Notice at our discretion and at any time. When we make changes to this CCPA Notice, we will post the updated Notice on Stewart's website and update the Notice's effective date.

Link to Privacy Notice

https://www.stewart.com/en/privacy.html

Contact Information

Stewart Information Services Corporation
Attn: Mary Thomas, Chief Compliance and Regulatory Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056

September 6, 2023

File No.: 2128746
Title Insurance Commitment and Title Data, Inc.

Dear Customer:

The attached title insurance commitment contains information which has been obtained or derived from records and information owned by Title Data, Inc. or one of its subsidiaries (collectively "Title Data"). Title Data owns and maintains land title plants for various Texas counties. Title Data created its title plants through the investment of extensive time, labor, skill and money. **The information contained in the title plants is protected by federal copyright law and Texas common law on trade secrets and contract.**

Title Data has granted our company a license to use one or more of its title plants. Our company's right to access and use Title Data's title plants is governed by our contract with Title Data. Our contract with Title Data restricts who can receive and/or use a title insurance commitment which is based, in whole or in part, upon Title Data's records and information.

Under the terms of our contract with Title Data, we are permitted to provide you with the attached title insurance commitment **for limited use and distribution only**. Specifically, you are sublicensed to deliver, exhibit, or furnish the attached title insurance commitment (or any copies thereof) **ONLY** to your bona fide employees and a third party who is playing a bona fide role in this proposed real estate transaction, including a lawyer, a lender, a surveyor, a real estate broker or agent, and the parties to this proposed transaction.

For purposes of our agreement with Title Data, "deliver, exhibit, or furnish" includes, without limitation, copying this title insurance commitment (whether such copying be by means of a photocopier, facsimile machine, another electronic scanning device, or any other method of reproduction) and providing such copy to any third party.

Your furnishing of the attached title insurance commitment to anyone not specifically enumerated above is not permitted by our contract with Title Data and constitutes a breach of our sublicense to you. Your furnishing of the attached title insurance commitment to anyone not specifically enumerated above is also a violation of federal copyright law and Texas common law.

Therefore, as an express condition of us providing you with the attached title insurance commitment, you specifically agree to limit its uses to those set forth herein, and to provide a copy of this letter to any party to whom you deliver, exhibit, or furnish the attached title insurance commitment (or any copies thereof).

In the event you are unable or unwilling to comply with these conditions, immediately return the attached title insurance commitment to our company, without reviewing, copying or otherwise utilizing in any way the information contained therein.

A COPY OF THIS LETTER MUST ACCOMPANY THE ATTACHED TITLE INSURANCE COMMITMENT AT ALL TIMES. ALL DOWNSTREAM RECIPIENTS MUST PROVIDE A COPY OF THIS LETTER TO ANY OTHER AUTHORIZED USERS OF THE ATTACHED TITLE INSURANCE COMMITMENT.

Thank you for your business.

Sincerely,
Stewart Title Company

Ron Rush

Stewart Title Company
415 North Mesa Street
El Paso, TX 79901
(915) 225-8200 main (915) 225-8290 fax
Ron.Rush@stewart.com

COMMITMENT FOR TITLE INSURANCE

ISSUED BY
STEWART TITLE GUARANTY COMPANY

THE FOLLOWING COMMITMENT FOR TITLE INSURANCE IS NOT VALID UNLESS YOUR NAME AND THE POLICY AMOUNT ARE SHOWN IN SCHEDULE A, AND OUR AUTHORIZED REPRESENTATIVE HAS COUNTERSIGNED BELOW.

We, STEWART TITLE GUARANTY COMPANY, will issue our title insurance policy or policies (the Policy) to You (the proposed insured) upon payment of the premium and other charges due, and compliance with the requirements in Schedule C. Our Policy will be in the form approved by the Texas Department of Insurance at the date of issuance, and will insure your interest in the land described in Schedule A. The estimated premium for our Policy and applicable endorsements is shown on Schedule D. There may be additional charges such as recording fees, and expedited delivery expenses.

This Commitment ends ninety (90) days from the effective date, unless the Policy is issued sooner, or failure to issue the Policy is our fault. Our liability and obligations to you are under the express terms of this Commitment and end when this Commitment expires.

In Witness Whereof, the Company has caused this commitment to be signed and sealed as of the effective date of commitment as shown in Schedule A, the commitment to become valid and binding only when countersigned by an authorized signatory.

Roberta H. Chestnut
Authorized Countersignature

Stewart Title Company
415 North Mesa Street
El Paso, TX 79901

STEWART TITLE GUARANTY COMPANY
INCORPORATED
1908
TEXAS

Frederick H. Eppinger
President and CEO

David Hisey
Secretary

CONDITIONS AND STIPULATIONS

1. If you have actual knowledge of any matter which may affect the title or mortgage covered by this Commitment, that is not shown in Schedule B, you must notify us in writing,. If you do not notify us in writing, our liability to you is ended or reduced to the extent that your failure to notify us affects our liability. If you do notify us, or we learn of such matter, we may amend Schedule B, but we will not be relieved of liability already incurred.

2. Our liability is only to you, and others who are included in the definition of Insured in the Policy to be issued. Our liability is only for actual loss incurred in your reliance on this Commitment to comply with its requirements or to acquire the interest in the land. Our liability is limited to the amount shown in Schedule A of this Commitment and will be subject to the following terms of the Policy: Insuring Provisions, Conditions and Stipulations, and Exclusions.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252-2029.

IMPORTANT INFORMATION

FOR INFORMATION, OR
TO MAKE A COMPLAINT
CALL OUR TOLL-FREE TELE-
PHONE NUMBER

1-800-729-1902

ALSO
YOU MAY CONTACT
THE TEXAS DEPARTMENT
OF INSURANCE AT

1-800-252-3439

to obtain information on:

1. filing a complaint against an insurance company or agent,
2. whether an insurance company or agent is licensed,
3. complaints received against an insurance company or agent.
4. policyholder rights, and
5. a list of consumer publications and services available through the Department.

YOU MAY ALSO WRITE TO
THE TEXAS DEPARTMENT OF
INSURANCE
P.O. Box 12030
Austin, TX 78711-2030
FAX NO. (512) 490-1007

AVISO IMPORTANTE

PARA INFORMACION, O
PARA SOMETER UNA QUEJA
LLAME AL NUMERO GRATIS

1-800-729-1902

TAMBIEN
PUEDE COMUNICARSE CON
EL DEPARTAMENTO DE SEGUROS
DE TEXAS AL

1-800-252-3439

para obtener informacion sobre:

1. como someter una queja en contra de una compania de seguros o agente de seguros,
2. si una compania de seguros o agente de seguros tiene licencia,
3. quejas recibidas en contra de una compania de seguros o agente de seguros,
4. los derechos del asegurado, y
5. una lista de publicaciones y servicios para consumidores disponibles a traves del Departamento.

TAMBIEN PUEDE ESCRIBIR AL
DEPARTAMENTO DE SEGUROS DE
TEXAS
P.O. Box 12030
Austin, TX 78711-2030
FAX NO. (512) 490-1007

TEXAS TITLE INSURANCE INFORMATION

Title insurance insures you against loss resulting from certain risks to your title. The commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The commitment is a legal document. You should review it carefully to completely understand it before your closing date.	El seguro de titulo le asegura en relacion a perdidas resultantes de ciertos riesgos que pueden afectar el titulo de su propiedad. El Compromiso para Seguro de Titulo es la promesa de la compania aseguradora de titulos de emitir la poliza de seguro de titulo. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y entenderlo completamente antes de la fecha para finalizar su transaccion.

Your commitment for Title Insurance is a legal contract between you and us. The Commitment is not an opinion or report of your title. It is a contract to issue you a policy subject to the Commitment's terms and requirements.

Before issuing a Commitment for Title Insurance (the Commitment) or a Title Insurance Policy (the Policy), the title insurance Company (the Company) determines whether the title is insurable. This determination has already been made. Part of that determination involves the Company's decision to insure the title except for certain risks that will not be covered by the Policy. Some of these risks are listed in Schedule B of the attached Commitment as Exceptions. Other risks are stated in the Policy as Exclusions. These risks will not be covered by the Policy. The Policy is not an abstract of title nor does a Company have an obligation to determine the ownership of any mineral interest.

MINERALS AND MINERAL RIGHTS may not be covered by the Policy. The Company may be unwilling to insure title unless there is an exclusion or an exception as to Minerals and Mineral Rights in the Policy. Optional endorsements insuring certain risks involving minerals, and the use of improvements (excluding lawns, shrubbery and trees) and permanent buildings may be available for purchase. If the title insurer issues the title policy with an exclusion or exception to the minerals and mineral rights, neither this Policy, nor the optional endorsements, ensure that the purchaser has title to the mineral rights related to the surface estate.

Another part of the determination involves whether the promise to insure is conditioned upon certain requirements being met. Schedule C of the Commitment lists these requirements that must be satisfied or the Company will refuse to cover them. You may want to discuss any matters shown in Schedules B and C of the Commitment with an attorney. These matters will affect your title and your use of the land.

When your Policy is issued, the coverage will be limited by the Policy's Exceptions, Exclusions and Conditions, defined below.

- EXCEPTIONS are title risks that a Policy generally covers but does not cover in a particular instance. Exceptions are shown on Schedule B or discussed in Schedule C of the Commitment. They can also be added if you do not comply with the Conditions section of the Commitment. When the Policy is issued, all Exceptions will be on Schedule B of the Policy.

- EXCLUSIONS are title risks that a Policy generally does not cover. Exclusions are contained in the Policy but not shown or discussed in the Commitment.

- CONDITIONS are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 1-800-729-1902 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

You can also get a brochure that explains the policy from the Texas Department of Insurance by calling 1-800-252-3439.

Before the Policy is issued, you may request changes in the Policy. Some of the changes to consider are:

- Request amendment of the "area and boundary" exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey and comply with other requirements of the Company. On the Owner's Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company and if the Company's other requirements are met, your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy. Whether or not you request amendment of the "area and boundary" exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.

- Allow the Company to add an exception to "rights of parties in possession". If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement holders who occupy the land. The Company may charge you for the inspection. If you want to make your own inspection, you must sign a Waiver of Inspection form and allow the Company to add this exception to your Policy.

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.

COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 2128746	Effective Date: September 21, 2023 at 8:00AM
CLOSER: Ron Rush	Issued: September 29, 2023 1:11PM

1. The policy or policies to be issued are:

   a. OWNER'S POLICY OF TITLE INSURANCE (Form T-1)
   (Not applicable for improved one-to-four family residential real estate)
   Policy Amount:
   PROPOSED INSURED: State of Texas Department of Transportation

   b. TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE
   -ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)
   Policy Amount: $
   PROPOSED INSURED:

   c. LOAN POLICY OF TITLE INSURANCE (Form T-2)
   Policy Amount:
   PROPOSED INSURED: , and each successor in ownership of the indebtedness secured by the insured mortgage, except a successor who is an obligor under the provisions of Section 12(c) of the Conditions.
   Proposed Borrower: State of Texas Department of Transportation

   d. TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)
   Policy Amount: $
   PROPOSED INSURED:
   Proposed Borrower:

   e. LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)
   Binder Amount: $
   PROPOSED INSURED:
   Proposed Borrower:

   f. OTHER:
   Policy Amount: $
   PROPOSED INSURED:

2. The interest in the land covered by this Commitment is:

   FEE SIMPLE

3. Record title to the land on the Effective Date appears to be vested in:

   City of El Paso

4. Legal description of land:

   See Exhibit "A" Attached Hereto

COMMITMENT FOR TITLE INSURANCE
EXHIBIT “A”
LEGAL DESCRIPTION

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 2128746

Being 1,785,884 square feet or 40.9983 acres of land situated in the E. V. Newman Survey, Abstract No. 10016, Section 12, Block 81, Township 1, Texas and Pacific Railroad Company Survey, El Paso County, Texas; said 1,785,884 square feet or 40.9983 acres of land being more particularly described by metes and bounds on attached Exhibit "A".

SEE EXHIBIT “A” ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES.

NOTE: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override Item 2 of Schedule B hereof.

Exhibit

August, 2021
Parcel 6
Page 1 of 9
TXDOTCONNECT Parcel No. P00066030.001

HIGHWAY:	Spur 320
LIMITS:	From Texas and New Mexico State Line to Loop 375
COUNTY:	El Paso
ACCOUNT NO.:	
ROW CSJ:	0665-02-007
OWNER:	The City of El Paso

Property Description Parcel 6

Being 1,785,884 square feet or 40.9983 acres of land, situated in the E.V. Newman Survey, Abstract No. 10016, Section 12, Block 81, Township 1, Texas and Pacific Railroad Company Surveys, El Paso County, Texas and being part of a called 3,200 acre tract of land conveyed to The City of El Paso by deed recorded in Volume 1242, Page 231, El Paso County Deed Records (E.P.C.D.R.) being more particularly described by metes and bounds as follows:

COMMENCING, at a railroad spike found for the common easterly corner of Sections 1 and 12, said Block 81, Township 1, Texas and Pacific Railroad Company Surveys, said spike lying on the southerly boundary of a 20.00 feet wide El Paso Water Utilities, Public Service Board (P.S.B.) right-of-way (no document found) as referenced in the Texas Highway Department Right of Way Map of F.M. 2529 (Control 2326, Section 1, Job 2) dated August 7, 1959;

THENCE, North 87°01'34" West, with the common boundary of Sections 1 and 12, said Block 81 and the southerly boundary of said 20 feet wide P.S.B. right-of-way, a distance of 3,721.40 feet to a 5/8-inch iron rod with TxDOT aluminum cap found on the northeasterly right-of-way line of the proposed Spur 320, and beginning of a curve to the left and **POINT OF BEGINNING** of the herein described parcel and beginning of a Denial of Access Line, having coordinates of N=10,740,400.65 and E=410,082.25, located 175.00 feet left of proposed Spur 320 Baseline Station 725+25.13;

1. **THENCE,** with said proposed northeasterly right-of-way line and Denial of Access Line and said curve to the left, having a radius of 12,325.00 feet, an arc length of 837.69 feet, a central angle of 03 degrees 53 minutes 39 seconds, and a chord which bears South 54°29'10" East, a distance of 837.53 feet to a TxDOT Type II brass cap monument found, for a northerly corner of the herein described parcel, located 175.00 feet left of proposed Spur 320 Baseline Station 733+74.72;

2. **THENCE,** North 32°33'14" East, continuing with said proposed northeasterly right-of-way line and Denial of Access Line, a distance of 260.96 feet to a TxDOT Type II brass cap monument found for a northerly corner of the herein described parcel, located 435.92 feet left of proposed Spur 320 Baseline Station 733+69.94;

3. **THENCE,** South 57°56'02" East, continuing with said proposed the northeasterly right-of-way line and Denial of Access Line of said proposed Spur 320, a distance of 275.03 feet to a TxDOT Type II brass cap monument found for a northerly corner of the herein described parcel, located 440.09 feet left of proposed Spur 320 Baseline Station 736+54.92;

4. **THENCE,** South 32°42'11" West, continuing with said proposed northeasterly right-of-way line and Denial of Access Line, a distance of 265.10 feet to a TxDOT Type II brass cap monument found for the beginning of a curve to the left and a northerly corner of the herein described parcel, located 175.00 feet left of proposed Spur 320 Baseline Station 736+52.95;

5. **THENCE,** continuing with said proposed northeasterly right-of-way line and Denial of Access Line and said curve to the left, having a radius of 12,325.00 feet, an arc length of 2,078.16 feet, a central angle of 09 degrees 39 minutes 39 seconds, and a chord which bears South 62°32'20" East, a distance of 2,075.70 feet to a TxDOT Type II brass cap monument found, for a northerly corner of the herein described parcel, located 175.00 feet left of proposed Spur 320 Baseline Station 757+60.62;

6. **THENCE,** South 81°47'17" East, continuing with said proposed northeasterly right-of-way line and Denial of Access Line, a distance of 523.88 feet to a TxDOT Type II brass cap monument found for a northerly corner of the herein described parcel, located 294.90 feet left of proposed Spur 320 Baseline Station 762+80.41;

7. **THENCE,** South 76°20'19" East, continuing with said proposed northeasterly right-of-way line and Denial of Access Line, a distance of 321.50 feet to a TxDOT Type II brass cap monument found on the west right-of-way of F.M. 2529, a 150.00 feet wide right-of-way as described by deed recorded in Volume 1410, Page 576, E.P.C.D.R., and end of said Denial of Access Line and a northerly corner of the herein described parcel, located 327.59 feet left of proposed Spur 320 Baseline Station 766+08.42;

8. **THENCE,** South 02°04'27" West, with the west right-of-way of said State Highway F.M. 2529 a distance of 651.38 feet to a TxDOT Type II brass cap monument found on the southwesterly right-of-way line of the proposed Spur 320 and beginning of a Denial of Access Line, for the most southerly corner of the herein described parcel, located 297.12 feet right of proposed Spur 320 Baseline Station 767+93.97;

9. **THENCE,** North 78°52'14" West, with said proposed southwesterly right-of-way line and Denial of Access Line, a distance of 90.08 feet to a TxDOT Type II brass cap monument found for a southwesterly corner of the herein described parcel, located 308.66 feet right of proposed Spur 320 Baseline Station 767+04.63;

10. **THENCE,** North 08°08'37" East, with said proposed southwesterly right-of-way line and Denial of Access Line, a distance of 8.08 feet to a TxDOT Type II brass cap monument found for the beginning of a curve to the right and a southwesterly corner of the herein described parcel, located 300.71 feet right of proposed Spur 320 Baseline Station 767+03.18;

11. **THENCE,** continuing with said proposed southwesterly right-of-way line and Denial of Access Line and said curve to the right, having a radius of 2,072.00 feet, an arc length of 455.38 feet, a central angle of 12 degrees 35 minutes 33 seconds, and a chord which bears North 65°40'46" West, a distance of 454.47 feet to a TxDOT Type II brass cap monument found, a southerly corner of the herein described parcel, located 261.23 feet right of proposed Spur 320 Baseline Station 762+59.44;

12. **THENCE,** North 59°22'30" West, with said proposed southwesterly right-of-way line and Denial of Access Line, a distance of 352.49 feet to a TxDOT Type II brass cap monument found for the beginning of a curve to the left and a southerly corner of the herein described parcel, located 203.05 feet right of proposed Spur 320 Baseline Station 759+18.11;

13. **THENCE,** continuing with said proposed southwesterly right-of-way and Denial of Access Line and said curve to the left, having a radius of 3,000.00 feet, an arc length of 369.36 feet, a central angle of 07 degrees 03 minutes 16 seconds, and a chord which bears North 62°54'07" West, a distance of 369.13 feet to a TxDOT Type II brass cap monument found, for the beginning of a curve to the right for a southerly corner of the herein described parcel, located 175.00 feet right of proposed Spur 320 Baseline Station 755+55.52;

14. **THENCE,** continuing with said proposed southwesterly right-of-way and Denial of Access Line and said curve to the right, having a radius of 12,675.00 feet, an arc length of 3,568.35 feet, a central angle of 16 degrees 07 minutes 49 seconds, and a chord which bears North 58°21'51" West, a distance of 3,556.58 feet to a TxDOT Type II brass cap monument found on the common boundary of said 20 feet wide P.S.B. right-of-way and the aforesaid common boundary section line, for the end of said Denial of Access Line, and the most westerly corner of the herein described parcel, located 175.01 feet right of proposed Spur 320 Baseline Station 720+36.44;

Exhibit

15. **THENCE,** South 87°01'34" East, with the common boundary of said Sections 1 and 12, said Block 81, said 20 feet wide P.S.B. right-of- way, a distance of 601.04 feet to the **POINT OF BEGINNING** and containing 1,785,884 square feet or 40.9983 acres of land.

Note: Survey Plat to accompany this legal description.

Note: Access is prohibited across the "Denial of Access Line" to the highway facility from the remainder of the abutting property.

Bearings and coordinates are based upon the Texas Coordinate System of 1983, Central Zone (4203), NAD83(2011) and are referenced to the TxDot RTN, Mount point NAD83_(2010)-West_VRS_RTCM. All distances and coordinates shown are surface values and may be converted to state plane values by dividing by the surface adjustment factor of 1.000231. The Unit of Measure is the U.S. Survey Foot.

I, Scott M. Fertak, a Registered Professional Land Surveyor, do hereby certify that this property description is a true and correct representation of a survey made on the ground, under my direction and supervision.

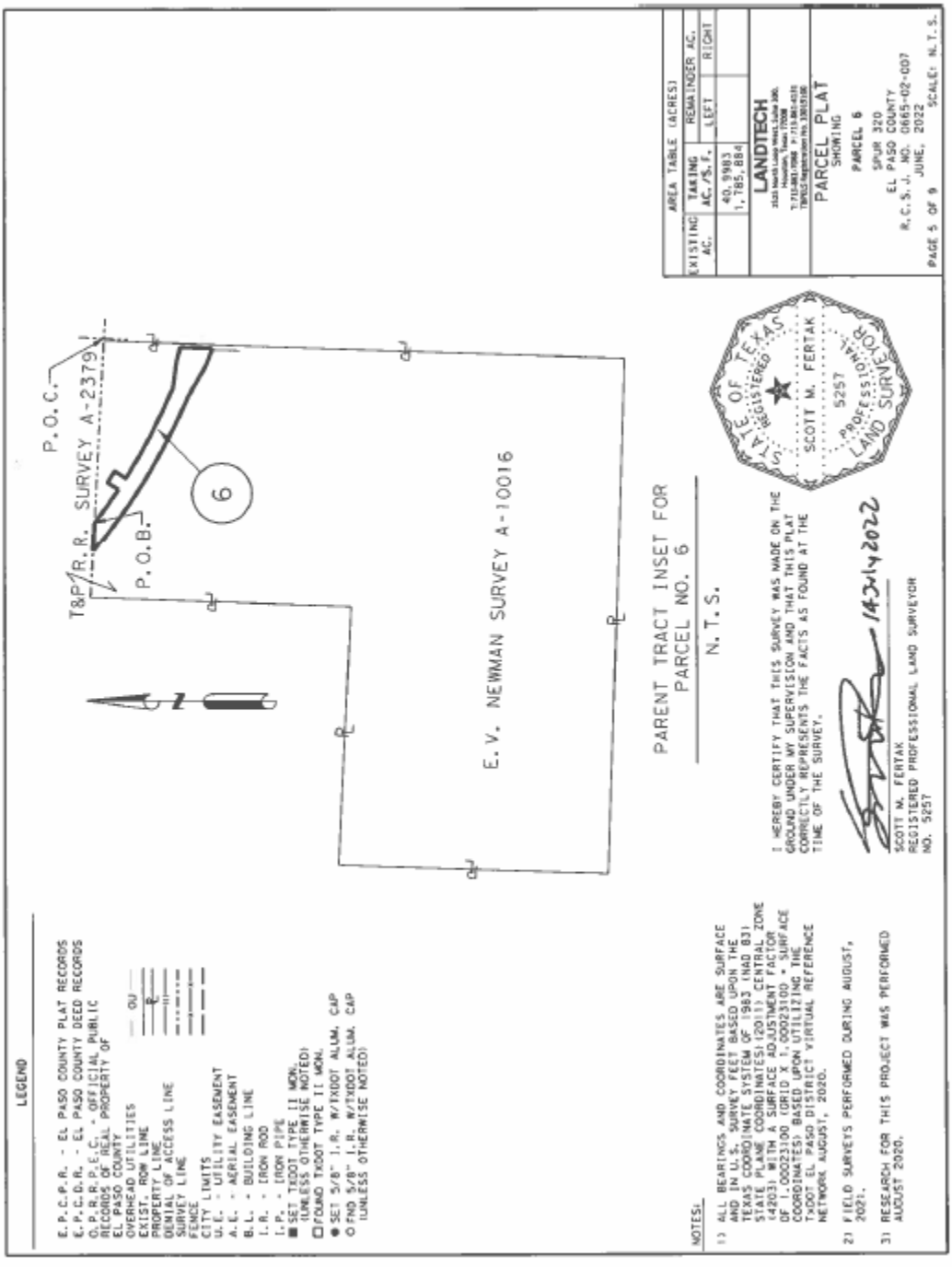


14 July 2022

Scott M. Fertak
Registered Professional Land Surveyor
No. 5257

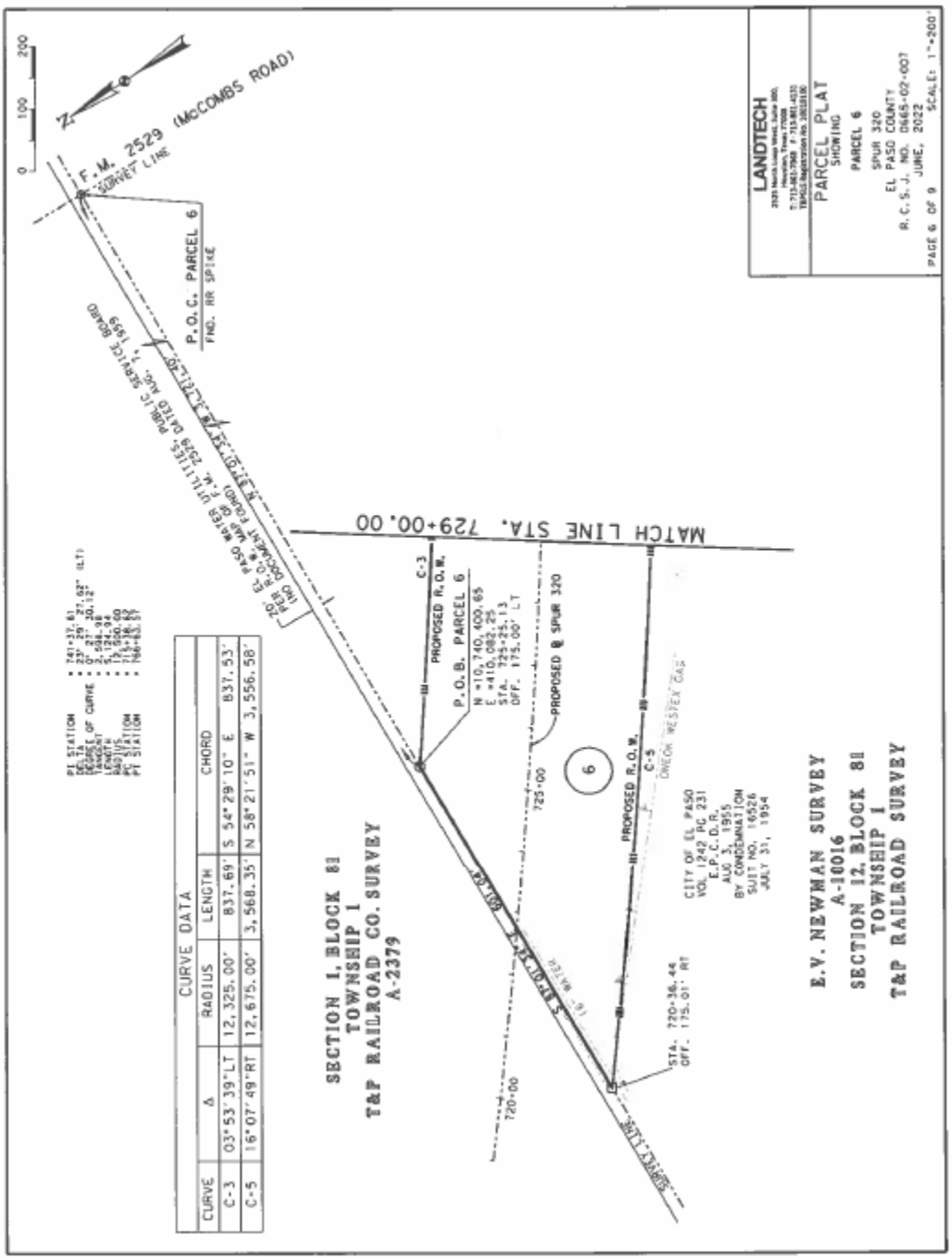
COMMITMENT FOR TITLE INSURANCE
EXHIBIT "A"
LEGAL DESCRIPTION

ISSUED BY
STEWART TITLE GUARANTY COMPANY



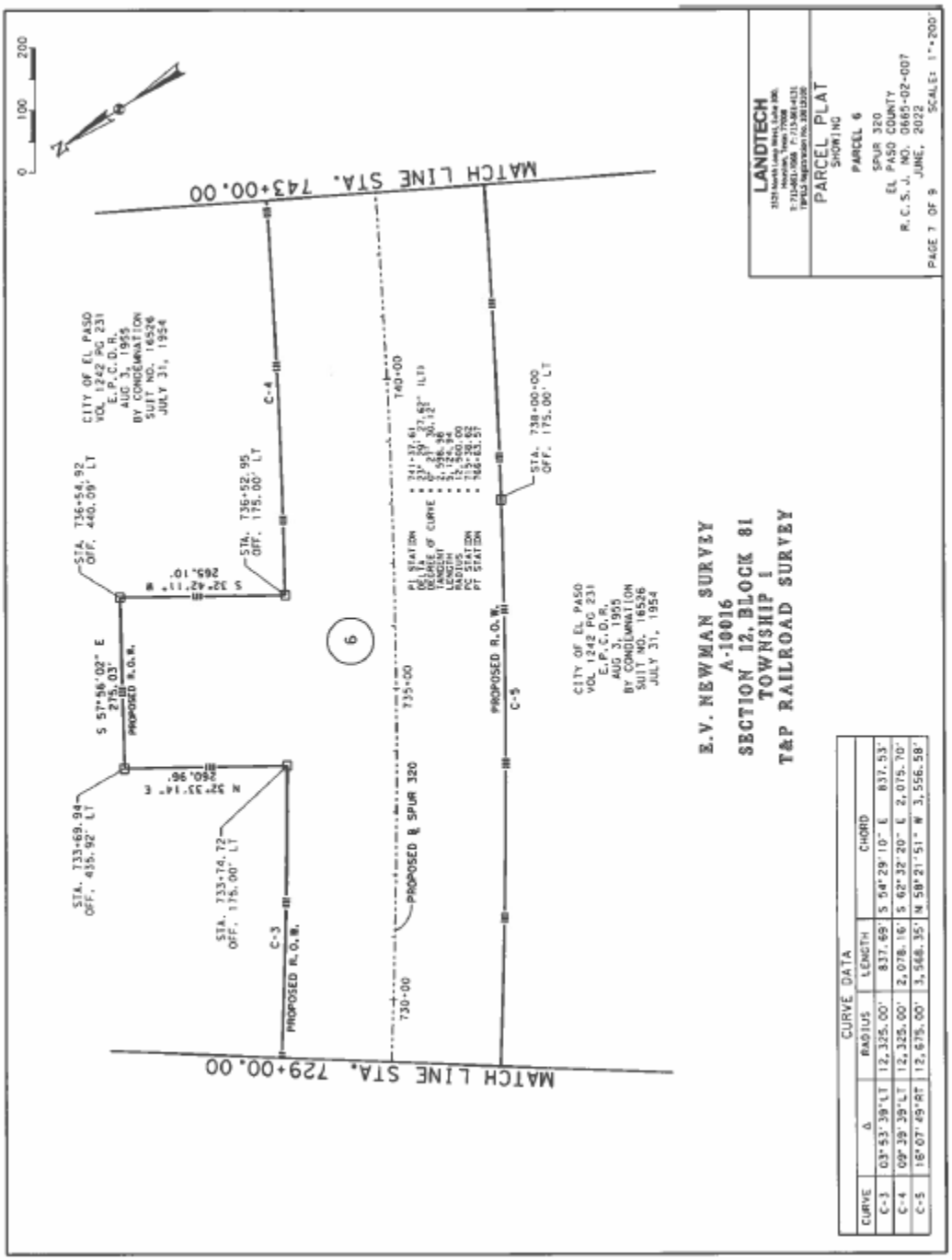
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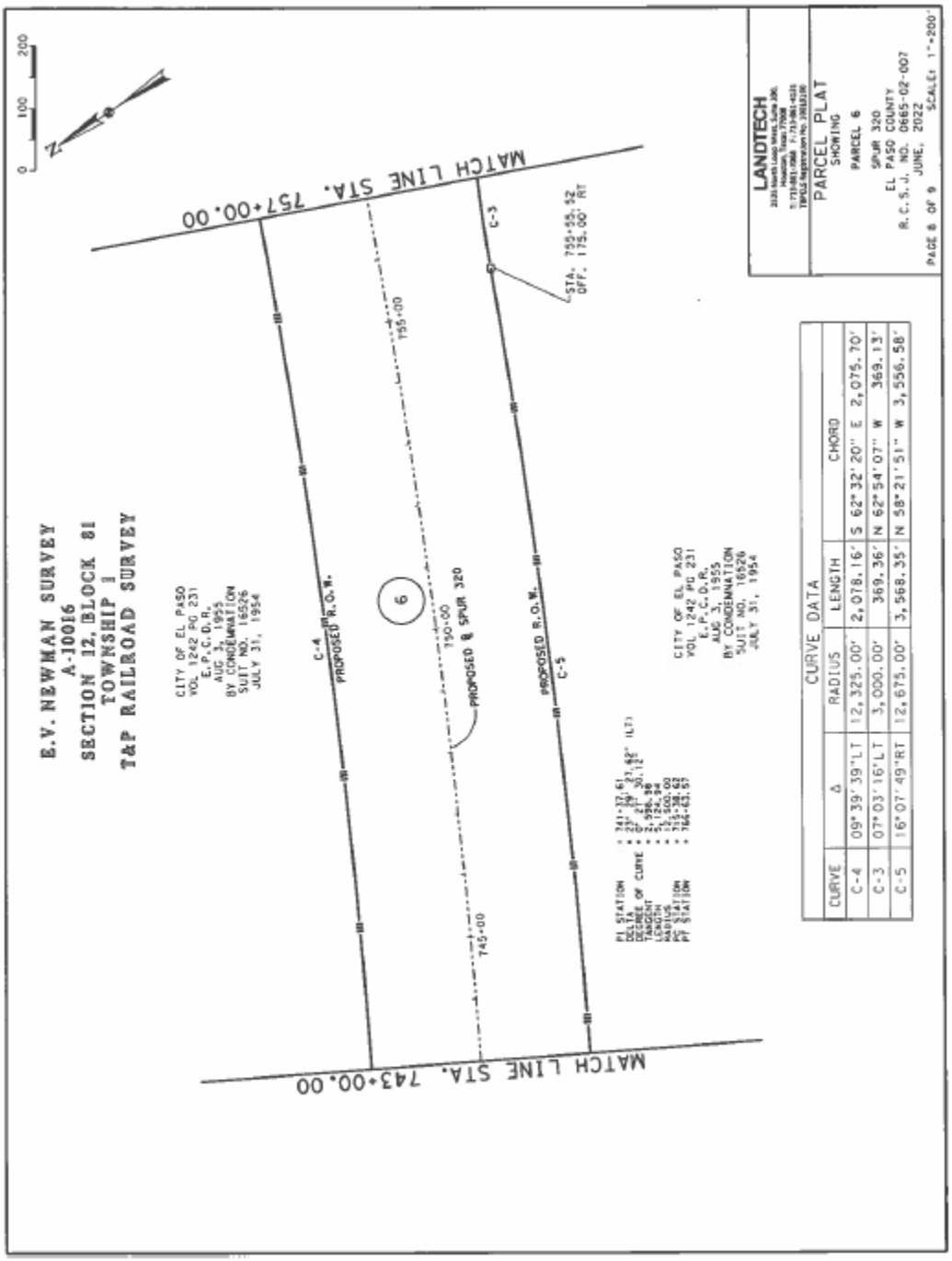
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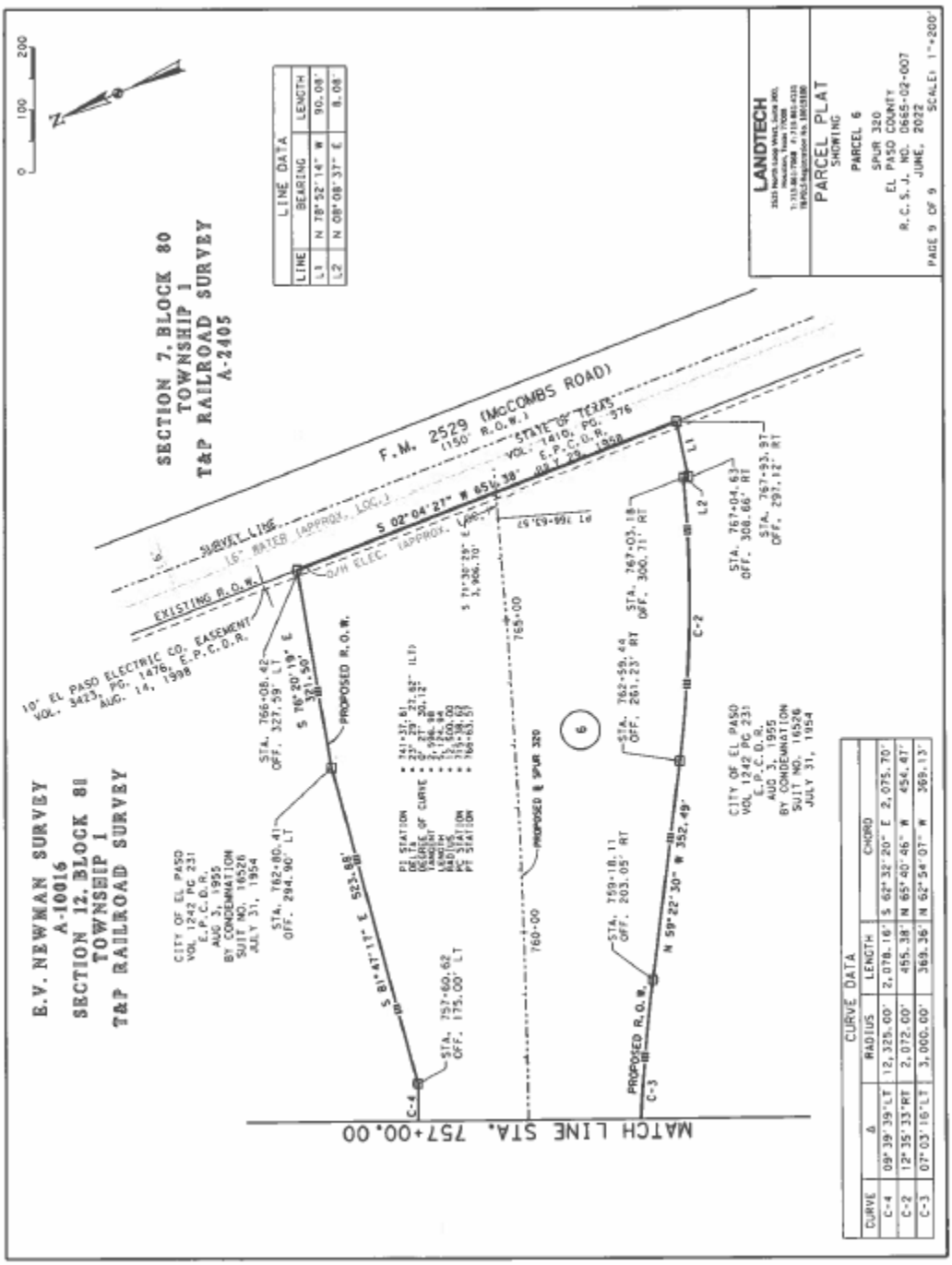
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ISSUED BY
STEWART TITLE GUARANTY COMPANY



COMMITMENT FOR TITLE INSURANCE
EXHIBIT "A"
LEGAL DESCRIPTION

ISSUED BY
STEWART TITLE GUARANTY COMPANY



EXCEPTIONS FROM COVERAGE

In addition to the Exclusions and Conditions and Stipulations, your policy will not cover loss, costs, attorney's fees and expenses resulting from:

~~1. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception.):~~

2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements. Upon receipt of an approved survey, Schedule B, Item 2 may be modified to read in its entirety, "Shortages in area" (Loan Policy only or Owner's Title Policy with prescribed premium.)

3. Homestead or community property or survivorship rights, if any, of any spouse of any insured. (Applies to the Owner's Policy only.)

4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
   a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs, or oceans, or

   b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or

   c. to filled-in lands, or artificial islands, or

   d. to statutory water rights, including riparian rights, or

   e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.
   (Applies to the Owner's Policy only.)

5. Standby fees, taxes and assessments by any taxing authority for the year 2023 and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Loan Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year 2023 and subsequent years.")

6. The terms and conditions of the documents creating your interest in the land.

7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)

8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy T-2 only.)

9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan Policy of Title Insurance (T-2R) only.) Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy of Title Insurance. (T-2R)

10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):

    a) Rights of parties in possession. (Owner Title Policy only)

    b) Any and all leases, recorded and unrecorded, and rights of parties therein.

    c) Easement dated August 6, 1946, executed by Lazar Kopilowitz, et ux to El Paso Natural Gas Company, of record in Volume 845, Page 466, Deed Records of El Paso County, Texas.

    d) Easement dated July 26, 1949, executed by Lazar Kopilowitz, et ux to El Paso Natural Gas Company, of record in Volume 942, Page 289, Deed Records of El Paso County, Texas.

    e) Easement dated October 28, 1954, executed by Lazar Kopilowitz, et ux to Standard Oi Company, of record in Volume 1193, Page 554, Deed Records of El Paso County, Texas; said easement assigned to Salt Lake Pipeline Company by instrument of record in Volume 1212, Page 423, Deed Records of El Paso County, Texas.

    f) Lease Easement dated August 5, 1955, executed by the City of El Paso to Southern Pacific Pipe Line Company, of record in Volume 1243, Page 9, Deed Records of El Paso County, Texas.

    g) Easement dated December 17, 1981, executed by the City of El Paso to El Paso Electric Company, of record in Volume 1226, Page 532, Deed Records of El Paso County, Texas.

    h) Easement dated October 23, 1997, executed by Bowen Ranch to El Paso Electric Company, of record in Volume 3423, Page 1476, Official Records of El Paso County, Texas.

    i) Oil, Gas and Mineral Reservation and stipulations in deed dated June 29, 1955, executed by Lazar Kopilowitz, et ux to the City of El Paso, recorded in Volume 1242, Page 231, Deed Records, El Paso County, Texas. (Title to the aforesaid estate has not been investigated subsequent to date of said instrument.)

    j) All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interests that are not listed.

    k) All leases, grants, exceptions or reservations of the geothermal energy and associated resources below the surface of the land, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of the geothermal energy and associated resources below the surface of the land that are not listed.

COMMITMENT FOR TITLE INSURANCE
SCHEDULE C

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Your Policy will not cover loss, costs, attorneys' fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.

2. Satisfactory evidence must be provided that:

   - no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,

   - all standby fees, taxes, assessments and charges against the property have been paid,

   - all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialman's liens have attached to the property,

   - there is legal right of access to and from the land,

   - (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.

3. You must pay the seller or borrower the agreed amount for your property or interest.

4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.

5. Note: Procedural Rule P-27 as provided for in Section 2561.202, Texas Insurance Code requires that "Good Funds" be received and deposited before a Title Agent may disburse from its Trust Fund Account. Procedural Rule P-27 provides a list of the types of financial documents and instruments which satisfy this requirement. Please be advised that we reserve the right to determine on a case-by-case basis what form of good funds is acceptable.

6. FOR INFORMATION ONLY: The vesting on Schedule A is by virtue of deed recorded in Volume 1242, Page 231, Deed Records of El Paso County, Texas.

7. Note: An Affidavit was styled "Notice of Claim to the Ysleta Grant and Aboriginal Title Areas" and was filed in Volume 2553, Page 1958, Real Property Records, El Paso County, Texas. The memorandum attached to this Affidavit states that "the claim is one for return of possession from third parties of all lands contained within the Ysleta, Senecu, Socorro and Ascarate Grants in El Paso County, Texas (based on aboriginal title and specific Spanish and Mexican Grants); as well as the balance of El Paso County and all of Hudspeth, Culberson, Jeff Davis, Brewster and Presidio Counties, Texas (based on aboriginal title only); and for damages for trespass and unlawful occupation and use." Upon request to the company, you may receive a copy of the Affidavit and memorandum. THE POLICY TO BE ISSUED TO YOU WILL NOT EXCEPT TO THE AFFIDAVIT OR CLAIMS REFLECTED BY THE AFFIDAVIT. THIS NOTE IS FOR INFORMATIONAL PURPOSES ONLY.

8. Company requires for its review satisfactory documentation from the City of El Paso authorizing this transaction and naming the party(ies) authorized to sign on its behalf. At the time the Company is furnished these items, the Company may make additional requirements and/or exceptions.

9. NOTE TO CLOSER: No outstanding liens of record, please inquire.

10. File to be updated prior to closing.

COMMITMENT FOR TITLE INSURANCE
SCHEDULE D

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Policy Commitment No.: 2128746

The information contained in this Schedule (D) does not affect title to or the lien upon the land described in Schedule A hereof, to be insured in any policy(ies) of title insurance to be issued in accordance with this Commitment.

As to **Stewart Title Guaranty Company**, the Underwriter herein, the following disclosures are made as of **January 1, 2022:**

A-1. Shareholders owning or controlling, or holding, directly or indirectly, ten percent (10%) or more of the shares of **Stewart Title Guaranty Company** as of the last day of the year preceding the date hereinabove set forth are as follows:
Stewart Information Services Corporation -100%

A-2. The members of the Board of Directors of **Stewart Title Guaranty Company** as of the last day of the year preceding the date hereinabove set forth are as follows: Frederick H. Eppinger, David C. Hisey, John L. Killea, Steven M. Lessack, Tara S. Smith, Brian K. Glaze, Pamela B. O'Brien and Mary P. Thomas.

A-3. The designated officers of **Stewart Title Guaranty Company** as of the last day of the year preceding the date hereinabove set forth are as follows: Frederick H. Eppinger, Chief Executive Officer & President; David C. Hisey, Chief Financial Officer - Secretary & Assistant Treasurer; Brad Rable, Chief Information Officer; Genady Vishnevetsky, Chief Information Security Officer; Emily Kain, Chief Human Resources Officer; Steven M. Lessack, Group President; Tara S. Smith, Group President - Agency Services; John L. Killea, General Counsel & Chief Compliance Officer; Charles M. Craig, Senior Vice President - Associate General Counsel & Senior Underwriting Counsel; James L. Gosdin, Senior Vice President - Chief Underwriting Counsel & Associate General Counsel; John Rothermel, Senior Vice President - Senior Underwriting Counsel; Heidi Junge, Senior Vice President - Regional Underwriting Counsel.

As to **Stewart Title Company** (Title Insurance Agent), the following disclosures are made:

B-1 Shareholders, owners, partners or other persons having, owning or controlling one percent (1%) or more of Title Insurance Agent are as follows: Stewart Title Guaranty Company – 100%

B-2 Shareholders, owners, partners, or other persons having, owning or controlling ten percent (10%) or more of an entity that has, owns or controls one percent (1%) or more of Title Insurance Agent are as follows:
Stewart Information Services Corporation - 100%

B-3 If Title Insurance Agent is a corporation, the following is a list of the members of the Board of Directors:

Frederick H. Eppinger, David C. Hisey, John L. Killea

B-4 If Title Insurance Agent is a corporation, the following is a list of its officers:

Frederick H. Eppinger	Chairman, Chief Executive Officer and President
David C. Hisey	Chief Financial Officer, Assistant Secretary-Treasurer
John L. Killea	Executive Vice President, Chief Legal Officer
Julie Warnock	Secretary, Assistant Treasurer
Scott Gray	Treasurer, Assistant Secretary

C-1. You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving a portion of the premium from the settlement of this transaction will be disclosed on the closing or settlement statement.

You are further advised that the estimated title premium* is:

Owner's Policy	TBD
Loan Policy	$0.00
Endorsement Charges	$25.00
Other	
Total	TBD

Of this total amount 15% will be paid to Stewart Title Guaranty Company; 85% will be retained by the issuing Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:

Amount		To Whom	For Service
$	(or %)		
$	(or %)		
$	(or %)		

"The estimated premium is based upon information furnished to us as of the date of this Commitment for Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance."

T-7 Commitment Schedule D Revised 1/1/2022

DISCLOSURE REGARDING FUNDS FOR CLOSING

(to be provided with or within the Commitment for Title Insurance)

As Escrow Agent for the Real Estate transaction Stewart Title Company, ("Escrow Agent") has received and/or will receive the buyer's/borrower's funds and/or funds from the buyer's/borrower's lender for disbursement at closing of the transaction.

The seller and the buyer (or the borrower in a refinancing transaction) may request that escrow funds be invested in an interest-bearing account subject to a reasonable administrative fee charged by Escrow Agent and any account terms and conditions negotiated with the financial institution offering the interest bearing account. Otherwise, Escrow Agent shall deposit the earnest money in a demand deposit account that is federally insured to the maximum extent permitted by law. Demand deposit accounts offer immediately available funds for withdrawal after a check has cleared.

Escrow Agent may receive other benefits from the financial institution where the funds are deposited. Based upon the deposit of escrow funds in demand deposit accounts and other relationships with the financial institution, Escrow Agent is eligible to participate in a program whereby it may (i) receive favorable loan terms and earn income from the investment of loan proceeds and (ii) receive other benefits offered by the financial institution.

STEWART TITLE GUARANTY COMPANY

DELETION OF ARBITRATION PROVISION

(Not applicable to the Texas Residential Owner's Policy)

ARBITRATION is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Insurance Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator's award.

Your policy contains an arbitration provision (shown below). It allows you or the Company to require arbitration if the amount of insurance is $2,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. You can do this by signing this form and returning it to the Company at or before the closing of your real estate transaction or by writing to the Company.

The arbitration provision in the Policy is as follows:

> "Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is $2,000,000 or less shall be arbitrated at the option of either the Company or the Insured, unless the Insured is an individual person (as distinguished from an Entity). All arbitrable matters when the Amount of Insurance is in excess of $2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction."

SIGNATURE _____ DATE _____

STEWART INFORMATION SERVICES CORPORATION
GRAMM-LEACH BLILEY PRIVACY NOTICE

This Stewart Information Services Corporation Privacy Notice ("Notice") explains how we and our affiliates and majority-owned subsidiary companies (collectively, "Stewart," "our," or "we") collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of your information. Pursuant to Title V of the Gramm-Leach Bliley Act ("GLBA") and other Federal and state laws and regulations applicable to financial institutions, consumers have the right to limit some, but not all sharing of their personal information. Please read this Notice carefully to understand how Stewart uses your personal information.

The types of personal information Stewart collects, and shares depends on the product or service you have requested.

Stewart may collect the following categories of personal and financial information from you throughout your transaction:

1. Identifiers: Real name, alias, online IP address if accessing company websites, email address, account name, unique online identifier, or other similar identifiers.

2. Demographic Information: Marital status, gender, date of birth.

3. Personal Information and Personal Financial Information: Full name, signature, social security number, address, driver's license number, passport number, telephone number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, credit reports, or any other information necessary to complete the transaction.

Stewart may collect personal information about you from:

1. Publicly available information from government records.
2. Information we receive directly from you or your agent(s), such as your lender or real estate broker.
3. Information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Stewart may use your personal information for the following purposes:

1. To provide products and services to you in connection with a transaction.
2. To improve our products and services.
3. To communicate with you about our affiliates', and others' products and services, jointly or independently.

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers, or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules, and regulations.
- Performing services including maintaining or servicing accounts, providing customer service, processing, or fulfilling orders and transactions, verifying customer information, processing payments.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, your realtor, broker, or a lender). Stewart may disclose your personal information to non-affiliated third-party service providers and vendors to render services to complete your transaction.

We share your personal information with the following categories of third parties:

- Non-affiliated service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- To enable Stewart to prevent criminal activity, fraud, material misrepresentation, or nondisclosure.
- Stewart's affiliated and subsidiary companies.
- Parties involved in litigation and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations, taxing authorities, if required in the transaction.
- Federal and State Regulators, law enforcement and other government entities to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

The law does not require your prior authorization or consent and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or browsing information with non-affiliated third parties, except as required or permitted by law.

Right to Limit Use of Your Personal Information

You have the right to opt-out of sharing of your personal information among our affiliates to directly market to you. To opt-out of sharing your information with affiliates for direct marketing, you may send an "opt out" request to OptOut@stewart.com, or contact us through other available methods provided under "Contact Information" in this Notice. We do not share your Personal Information with nonaffiliates for their use to directly market to you without your consent.

How Stewart Protects Your Personal Information

Stewart maintains physical, technical, and administrative safeguards and policies to protect your personal information.

Contact Information

If you have specific questions or comments about this Notice, the ways in which Stewart collects and uses your information described herein, or your choices and rights regarding such use, please do not hesitate to contact us at:

Phone: Toll Free at 1-866-571-9270
Email: Privacyrequest@stewart.com

Postal Address: Stewart Information Services Corporation
Attn: Mary Thomas, Chief Compliance and Regulatory Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056

Effective Date: January 1, 2020
Updated: August 24, 2023

STEWART INFORMATION SERVICES CORPORATION
PRIVACY NOTICE FOR CALIFORNIA RESIDENTS

Stewart Information Services Corporation and its affiliates and majority-owned subsidiary companies (collectively, "Stewart," "our," or "we") respect and are committed to protecting your privacy. Pursuant to the California Consumer Privacy Act of 2018 ("CCPA") and the California Privacy Rights Act of 2020 ("CPRA"), we are providing this **Privacy Notice ("**CCPA Notice"). This CCPA Notice explains how we collect, use, and disclose personal information, when and to whom we disclose such information, and the rights you, as a California resident have regarding your Personal Information. This CCPA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users, consumers, and others who reside in the State of California or are considered California Residents as defined in the CCPA ("consumers" or "you"). All terms defined in the CCPA & CPRA have the same meaning when used in this Notice.

Personal and Sensitive Personal Information Stewart Collects

Stewart has collected the following categories of personal and sensitive personal information from consumers within the last twelve (12) months:

A. Identifiers. A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.

B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)). A name, signature, Social Security number, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information.

C. Protected classification characteristics under California or federal law. Age, race, color, ancestry, national origin, citizenship, marital status, sex (including gender, gender identity, gender expression), veteran or military status.

D. Commercial information. Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.

E. Internet or other similar network activity. Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.

F. Geolocation data

Stewart obtains the categories of personal and sensitive information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees, or their agents (For example, realtors, lenders, attorneys, brokers, etc.)
- Directly and indirectly from activity on Stewart's website or other applications.
- From third parties that interact with Stewart in connection with the services we provide.

Use of Personal and Sensitive Personal Information

Stewart may use or disclose the personal or sensitive information we collect for one or more of the following purposes:

a. To fulfill or meet the reason for which the information is provided.
b. To provide, support, personalize, and develop our website, products, and services.
c. To create, maintain, customize, and secure your account with Stewart.
d. To process your requests, purchases, transactions, and payments and prevent transactional fraud.
e. To prevent and/or process claims.
f. To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
g. As necessary or appropriate to protect the rights, property or safety of Stewart, our customers, or others.
h. To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
i. To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
j. To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
k. To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
l. Auditing for compliance with federal and state laws, rules, and regulations.
m. Performing services including maintaining or servicing accounts, providing customer service, processing, or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
n. To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal or sensitive information or use the personal or sensitive information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, a realtor, broker, or a lender).

We share your personal information with the following categories of third parties:

a. Service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
b. Affiliated Companies.
c. Parties involved in litigation and attorneys, as required by law.
d. Financial rating organizations, rating bureaus and trade associations.
e. Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information:

Category A: Identifiers
Category B: California Customer Records personal information categories
Category C: Protected classification characteristics under California or federal law
Category D: Commercial Information
Category E: Internet or other similar network activity
Category F: Non-public education information

A. Your Consumer Rights and Choices Under CCPA and CPRA

The CCPA and CPRA provide consumers (California residents as defined in the CCPA) with specific rights regarding their personal information. This section describes your rights and explains how to exercise those rights.

i. Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

ii. Deletion Request Rights

You have the right to request that Stewart delete any personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 *seq.*).
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

iii. Opt-Out of Information Sharing and Selling

Stewart does not share or sell information to third parties, as the terms are defined under the CCPA and CPRA. Stewart only shares your personal information as commercially necessary and in accordance with this CCPA Notice.

iv. Correction of Inaccurate Information

You have the right to request that Stewart correct any inaccurate information maintained about.

v. Limit the Use of Sensitive Personal Information

You have the right to limit how your sensitive personal information, as defined in the CCPA and CPRA is disclosed or shared with third parties.

Exercising Your Rights Under CCPA and CPRA

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described herein, your choices and rights regarding such use, or wish to exercise your rights under California law, please submit a verifiable consumer request to us by the available means provided below:

1. Emailing us at **OptOut@stewart.com**; or

2. Visiting **https://www.stewart.com/en/quick-links/ccpa-request.html**

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child, if applicable.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.

- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Record Retention

Your personal information will not be kept for longer than is necessary for the business purpose for which it is collected and processed. We will retain your personal information and records based on established record retention policies pursuant to California law and in compliance with all federal and state retention obligations. Additionally, we will retain your personal information to comply with applicable laws, regulations, and legal processes (such as responding to subpoenas or court orders), and to respond to legal claims, resolve disputes, and comply with legal or regulatory recordkeeping requirements.

Changes to This CCPA Notice

Stewart reserves the right to amend this CCPA Notice at our discretion and at any time. When we make changes to this CCPA Notice, we will post the updated Notice on Stewart's website and update the Notice's effective date.

Link to Privacy Notice

https://www.stewart.com/en/privacy.html

Contact Information

Stewart Information Services Corporation
Attn: Mary Thomas, Chief Compliance and Regulatory Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056

September 5, 2023

File No.: 2128029
Title Insurance Commitment and Title Data, Inc.

Dear Customer:

The attached title insurance commitment contains information which has been obtained or derived from records and information owned by Title Data, Inc. or one of its subsidiaries (collectively "Title Data"). Title Data owns and maintains land title plants for various Texas counties. Title Data created its title plants through the investment of extensive time, labor, skill and money. **The information contained in the title plants is protected by federal copyright law and Texas common law on trade secrets and contract.**

Title Data has granted our company a license to use one or more of its title plants. Our company's right to access and use Title Data's title plants is governed by our contract with Title Data. Our contract with Title Data restricts who can receive and/or use a title insurance commitment which is based, in whole or in part, upon Title Data's records and information.

Under the terms of our contract with Title Data, we are permitted to provide you with the attached title insurance commitment **for limited use and distribution only**. Specifically, you are sublicensed to deliver, exhibit, or furnish the attached title insurance commitment (or any copies thereof) **ONLY** to your bona fide employees and a third party who is playing a bona fide role in this proposed real estate transaction, including a lawyer, a lender, a surveyor, a real estate broker or agent, and the parties to this proposed transaction.

For purposes of our agreement with Title Data, "deliver, exhibit, or furnish" includes, without limitation, copying this title insurance commitment (whether such copying be by means of a photocopier, facsimile machine, another electronic scanning device, or any other method of reproduction) and providing such copy to any third party.

Your furnishing of the attached title insurance commitment to anyone not specifically enumerated above is not permitted by our contract with Title Data and constitutes a breach of our sublicense to you. Your furnishing of the attached title insurance commitment to anyone not specifically enumerated above is also a violation of federal copyright law and Texas common law.

Therefore, as an express condition of us providing you with the attached title insurance commitment, you specifically agree to limit its uses to those set forth herein, and to provide a copy of this letter to any party to whom you deliver, exhibit, or furnish the attached title insurance commitment (or any copies thereof).

In the event you are unable or unwilling to comply with these conditions, immediately return the attached title insurance commitment to our company, without reviewing, copying or otherwise utilizing in any way the information contained therein.

A COPY OF THIS LETTER MUST ACCOMPANY THE ATTACHED TITLE INSURANCE COMMITMENT AT ALL TIMES. ALL DOWNSTREAM RECIPIENTS MUST PROVIDE A COPY OF THIS LETTER TO ANY OTHER AUTHORIZED USERS OF THE ATTACHED TITLE INSURANCE COMMITMENT.

Thank you for your business.

Sincerely,
Stewart Title Company

Ron Rush

Stewart Title Company
415 North Mesa Street
El Paso, TX 79901
(915) 225-8200 main (915) 225-8290 fax
Ron.Rush@stewart.com

COMMITMENT FOR TITLE INSURANCE

ISSUED BY
STEWART TITLE GUARANTY COMPANY

THE FOLLOWING COMMITMENT FOR TITLE INSURANCE IS NOT VALID UNLESS YOUR NAME AND THE POLICY AMOUNT ARE SHOWN IN SCHEDULE A, AND OUR AUTHORIZED REPRESENTATIVE HAS COUNTERSIGNED BELOW.

We, STEWART TITLE GUARANTY COMPANY, will issue our title insurance policy or policies (the Policy) to You (the proposed insured) upon payment of the premium and other charges due, and compliance with the requirements in Schedule C. Our Policy will be in the form approved by the Texas Department of Insurance at the date of issuance, and will insure your interest in the land described in Schedule A. The estimated premium for our Policy and applicable endorsements is shown on Schedule D. There may be additional charges such as recording fees, and expedited delivery expenses.

This Commitment ends ninety (90) days from the effective date, unless the Policy is issued sooner, or failure to issue the Policy is our fault. Our liability and obligations to you are under the express terms of this Commitment and end when this Commitment expires.

In Witness Whereof, the Company has caused this commitment to be signed and sealed as of the effective date of commitment as shown in Schedule A, the commitment to become valid and binding only when countersigned by an authorized signatory.

Melanie C. Jones

Authorized Countersignature

Stewart Title Company
415 North Mesa Street
El Paso, TX 79901

STEWART TITLE GUARANTY COMPANY
INCORPORATED
1908
TEXAS

Frederick H. Eppinger
President and CEO

David Hisey
Secretary

CONDITIONS AND STIPULATIONS

1. If you have actual knowledge of any matter which may affect the title or mortgage covered by this Commitment, that is not shown in Schedule B, you must notify us in writing,. If you do not notify us in writing, our liability to you is ended or reduced to the extent that your failure to notify us affects our liability. If you do notify us, or we learn of such matter, we may amend Schedule B, but we will not be relieved of liability already incurred.

2. Our liability is only to you, and others who are included in the definition of Insured in the Policy to be issued. Our liability is only for actual loss incurred in your reliance on this Commitment to comply with its requirements or to acquire the interest in the land. Our liability is limited to the amount shown in Schedule A of this Commitment and will be subject to the following terms of the Policy: Insuring Provisions, Conditions and Stipulations, and Exclusions.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252-2029.

STEWART TITLE GUARANTY COMPANY

IMPORTANT INFORMATION

FOR INFORMATION, OR
TO MAKE A COMPLAINT
CALL OUR TOLL-FREE TELE-
PHONE NUMBER

1-800-729-1902

ALSO
YOU MAY CONTACT
THE TEXAS DEPARTMENT
OF INSURANCE AT

1-800-252-3439

to obtain information on:

1. filing a complaint against an insurance company or agent,
2. whether an insurance company or agent is licensed,
3. complaints received against an insurance company or agent.
4. policyholder rights, and
5. a list of consumer publications and services available through the Department.

YOU MAY ALSO WRITE TO
THE TEXAS DEPARTMENT OF
INSURANCE
P.O. Box 12030
Austin, TX 78711-2030
FAX NO. (512) 490-1007

AVISO IMPORTANTE

PARA INFORMACION, O
PARA SOMETER UNA QUEJA
LLAME AL NUMERO GRATIS

1-800-729-1902

TAMBIEN
PUEDE COMUNICARSE CON
EL DEPARTAMENTO DE SEGUROS
DE TEXAS AL

1-800-252-3439

para obtener informacion sobre:

1. como someter una queja en contra de una compania de seguros o agente de seguros,
2. si una compania de seguros o agente de seguros tiene licencia,
3. quejas recibidas en contra de una compania de seguros o agente de seguros,
4. los derechos del asegurado, y
5. una lista de publicaciones y servicios para consumidores disponibles a traves del Departamento.

TAMBIEN PUEDE ESCRIBIR AL
DEPARTAMENTO DE SEGUROS DE
TEXAS
P.O. Box 12030
Austin, TX 78711-2030
FAX NO. (512) 490-1007

TEXAS TITLE INSURANCE INFORMATION

Title insurance insures you against loss resulting from certain risks to your title. The commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The commitment is a legal document. You should review it carefully to completely understand it before your closing date.	El seguro de titulo le asegura en relacion a perdidas resultantes de ciertos riesgos que pueden afectar el titulo de su propiedad. El Compromiso para Seguro de Titulo es la promesa de la compania aseguradora de titulos de emitir la poliza de seguro de titulo. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y entenderlo completamente antes de la fecha para finalizar su transaccion.

Your commitment for Title Insurance is a legal contract between you and us. The Commitment is not an opinion or report of your title. It is a contract to issue you a policy subject to the Commitment's terms and requirements.

Before issuing a Commitment for Title Insurance (the Commitment) or a Title Insurance Policy (the Policy), the title insurance Company (the Company) determines whether the title is insurable. This determination has already been made. Part of that determination involves the Company's decision to insure the title except for certain risks that will not be covered by the Policy. Some of these risks are listed in Schedule B of the attached Commitment as Exceptions. Other risks are stated in the Policy as Exclusions. These risks will not be covered by the Policy. The Policy is not an abstract of title nor does a Company have an obligation to determine the ownership of any mineral interest.

MINERALS AND MINERAL RIGHTS may not be covered by the Policy. The Company may be unwilling to insure title unless there is an exclusion or an exception as to Minerals and Mineral Rights in the Policy. Optional endorsements insuring certain risks involving minerals, and the use of improvements (excluding lawns, shrubbery and trees) and permanent buildings may be available for purchase. If the title insurer issues the title policy with an exclusion or exception to the minerals and mineral rights, neither this Policy, nor the optional endorsements, ensure that the purchaser has title to the mineral rights related to the surface estate.

Another part of the determination involves whether the promise to insure is conditioned upon certain requirements being met. Schedule C of the Commitment lists these requirements that must be satisfied or the Company will refuse to cover them. You may want to discuss any matters shown in Schedules B and C of the Commitment with an attorney. These matters will affect your title and your use of the land.

When your Policy is issued, the coverage will be limited by the Policy's Exceptions, Exclusions and Conditions, defined below.

- EXCEPTIONS are title risks that a Policy generally covers but does not cover in a particular instance. Exceptions are shown on Schedule B or discussed in Schedule C of the Commitment. They can also be added if you do not comply with the Conditions section of the Commitment. When the Policy is issued, all Exceptions will be on Schedule B of the Policy.

- EXCLUSIONS are title risks that a Policy generally does not cover. Exclusions are contained in the Policy but not shown or discussed in the Commitment.

- CONDITIONS are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 1-800-729-1902 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

You can also get a brochure that explains the policy from the Texas Department of Insurance by calling 1-800-252-3439.

Before the Policy is issued, you may request changes in the Policy. Some of the changes to consider are:

- Request amendment of the "area and boundary" exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey and comply with other requirements of the Company. On the Owner's Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company and if the Company's other requirements are met, your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy. Whether or not you request amendment of the "area and boundary" exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.

- Allow the Company to add an exception to "rights of parties in possession". If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement holders who occupy the land. The Company may charge you for the inspection. If you want to make your own inspection, you must sign a Waiver of Inspection form and allow the Company to add this exception to your Policy.

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.

COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 2128029	Effective Date: September 7, 2023 at 8:00AM
CLOSER: Ron Rush	Issued: September 18, 2023 6:27AM

1. The policy or policies to be issued are:

   a. OWNER'S POLICY OF TITLE INSURANCE (Form T-1)
   (Not applicable for improved one-to-four family residential real estate)
   Policy Amount:
   PROPOSED INSURED: State of Texas Department of Transportation

   b. TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE
   -ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)
   Policy Amount: $
   PROPOSED INSURED:

   c. LOAN POLICY OF TITLE INSURANCE (Form T-2)
   Policy Amount:
   PROPOSED INSURED: , and each successor in ownership of the indebtedness secured by the insured mortgage, except a successor who is an obligor under the provisions of Section 12(c) of the Conditions.
   Proposed Borrower: State of Texas Department of Transportation

   d. TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)
   Policy Amount: $
   PROPOSED INSURED:
   Proposed Borrower:

   e. LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)
   Binder Amount: $
   PROPOSED INSURED:
   Proposed Borrower:

   f. OTHER:
   Policy Amount: $
   PROPOSED INSURED:

2. The interest in the land covered by this Commitment is:

   FEE SIMPLE

3. Record title to the land on the Effective Date appears to be vested in:

   City of El Paso

4. Legal description of land:

   See Exhibit "A" Attached Hereto

COMMITMENT FOR TITLE INSURANCE
EXHIBIT “A”
LEGAL DESCRIPTION

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 2128029

Being a total of 2,042,272 square feet or 46.8841 acres of land, situated in the Texas and Pacific Railroad Company Survey, Abstract No. 2405, Section 7, Block 80, Township 1 and the J.F. Reeves Survey, Abstract No. 10012, Section 8, Block 80, Township 1, Texas and Pacific Railroad Company Surveys, El Paso County, Texas; said 2,042,272 square feet or 46.8841 acres being more particularly described by metes and bounds in three (3) parts on attached Exhibit "A".

SEE EXHIBIT “A” ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES.

NOTE: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override Item 2 of Schedule B hereof.

Exhibit

August, 2021
Parcel 7
Page 1 of 13
TXDOTCONNECT Parcel No. P00066031.001, .002 and .003

HIGHWAY:	Spur 320
LIMITS:	From Texas and New Mexico State Line to Loop 375
COUNTY:	El Paso
ACCOUNT NO.:	
ROW CSJ:	0665-02-007
OWNER:	The City of El Paso

Property Description for Parcel 7

Being a total of 2,042,272 square feet or 46.8841 acres of land, situated in the Texas and Pacific Railroad Company Survey Abstract No. 2405, Section 7, Block 80, Township 1 and the J. F. Reeves Survey, Abstract No. 10012, Section 8, Block 80, Township 1, Texas and Pacific Railroad Company Surveys, El Paso County, Texas and being part of a tract of land conveyed to The City of El Paso by deed recorded in Volume 1186, Page 178, El Paso County Deed Records (E.P.C.D.R.) and being more particularly described by metes and bounds in three (3) parts as follows:

Part 1:

Being 1,668,862 square feet or 38.3118 acres of land, situated in said Texas and Pacific Railroad Company Survey, Abstract No. 2405, Section 7, Block 80, Township 1, Texas and Pacific Railroad Company Surveys, El Paso County, Texas;

COMMENCING at a railroad spike found for the common westerly corner of Sections 6 and 7, Block 80, said Township 1, Texas and Pacific Railroad Company Surveys,

THENCE, South 87°05'06" East, with the common boundary of Sections 6 and 7, said Block 80, a distance of 74.55 feet to a point on the easterly right-of-way line of F.M. 2529 (a.k.a. McCombs Road) a 150.00 feet wide right-of-way as described by deed recorded in Volume 1410, Page 576, E.P.C.D.R.;

THENCE, South 02°04'27" West, with said easterly right-of-way of F.M. 2529, a distance of 1,606.38 feet to a TxDOT Type II brass cap monument found on the proposed northerly right-of- way line of Spur 320 and beginning of a curve to the right for the **POINT OF BEGINNING** of the herein described parcel and beginning of a Denial of Access Line, having coordinates of N=10,738,598.46 and E=413,814.95, located 319.09 feet left of proposed Spur 320 Baseline Station 767+68.78;

1. **THENCE,** with said proposed northerly right-of-way and Denial of Access Line, said curve to the right, having a radius of 2,073.00 feet, an arc length of 349.94 feet, a central angle of 09 degrees 40 minutes 20 seconds, and a chord which bears South 64°23'56" East, a distance of 349.53 feet to a TxDOT Type II brass cap monument found at the end of said curve, for a northerly corner of the herein described parcel, located 275.83 feet left of proposed Spur 320 Baseline Station 771+15.62;

2. **THENCE,** South 59°33'46" East, continuing with said proposed northerly right-of-way and Denial of Access Line, a distance of 338.18 feet to a TxDOT Type II monument found for the beginning of a curve to the left and a northerly corner of the herein described parcel, located 205.83 feet left of proposed Spur 320 Baseline Station 774+46.49;

3. **THENCE,** continuing with said proposed northerly right-of-way and Denial of Access Line, said curve to the left, having a radius of 1,927.00 feet, an arc length of 267.22 feet, a central angle of 07 degrees 56 minutes 43 seconds, and a chord which bears South 63°32'08" East, a distance of 267.01 feet to a TxDOT Type II brass cap monument found, for a northerly corner of the herein described parcel, located 168.80 feet left of proposed Spur 320 Baseline Station 777+10.91;

4. **THENCE,** South 72°09'03" East, continuing with said proposed northerly right-of-way and said Denial of Access Line, a distance of 552.55 feet to a TxDOT Type II monument found for a northerly corner of the herein described parcel, located 175.00 feet left of proposed Spur 320 Baseline Station 782+63.42;

5. **THENCE,** South 71°30'30" East, continuing with said proposed northerly right-of-way and Denial of Access Line, a distance of 475.13 feet to a TxDOT Type II monument found for a northerly corner of the herein described parcel, located 175.00 feet right of proposed Spur 320 Baseline Station 787+38.55;

6. **THENCE,** South 71°30'29" East, continuing with said proposed northerly right-of-way and Denial of Access Line, a distance of 1,831.72 feet to a TxDOT Type II monument found for a northerly corner and beginning of a curve to the right of the herein described parcel, located 175.00 feet left of proposed Spur 320 Baseline Station 805+70.27;

7. **THENCE,** continuing with said proposed northerly right-of-way and Denial of Access Line said curve to the right, having a radius of 6,175.00 feet, an arc length of 290.29 feet, a central angle of 02 degrees 41 minutes 37 seconds, and a chord which bears South 70°09'41" East, a distance of 290.26 feet to a 5/8-inch iron rod with TxDOT aluminum cap found on the common boundary of said City of El Paso tract recorded in Volume 1186, Page 178, E.P.C.D.R. and a tract of land conveyed to The City of El Paso (for the El Paso Water Utilities Public Service Board) by Document No. 20030066805 recorded in the Official Public Record of Real Property El Paso County (O.P.R.R.P.E.P.C.) for the end of said curve and end of Denial of Access Line and a northerly corner of the herein described parcel, located 175.00 feet left of proposed Spur 320 Baseline Station 808+52.34;

8. **THENCE,** South 02°03'41" West, with the common boundary of said City of El Paso tracts, a distance of 371.85 feet to a 5/8-inch iron rod with TxDOT aluminum cap found on the proposed southerly right-of-way line and beginning of a Denial of Access Line of said proposed Spur 320, for the most southerly corner and beginning of a curve to the left of the herein described parcel, located 175.05 feet right of proposed Spur 320 Baseline Station 809+77.83;

9. **THENCE,** with the proposed southerly right-of-way and Denial of Access Line and curve to the left, having a radius of 5,825.00 feet, an arc length of 395.67 feet, a central angle of 03 degrees 53 minutes 31 seconds, and a chord which bears North 69°33'46" West, a distance of 395.59 feet to a TxDOT Type II brass cap monument found for and a southerly corner of the herein described parcel, located 175.05 feet right of proposed Spur 320 Baseline Station 805+70.27;

10. **THENCE,** North 71°30'23" West, with said proposed southerly right-of-way and Denial of Access Line, a distance of 1,831.72 feet to a TxDOT Type II brass cap monument found for a southerly corner of the herein described parcel, located 175.00 feet right of proposed Spur 320 Baseline Station 787+38.55;

CONTINUING, with said proposed southerly right-of-way and Denial of Access Line the following calls, each to a TxDOT Type II brass cap monument found for a southerly corner of the herein described parcel;

11. **THENCE,** South 18°29'31" West, a distance of 5.54 feet, located 180.54 feet right of proposed Spur 320 Baseline Station 787+38.55;

12. **THENCE,** North 71°30'29" West, a distance of 78.67 feet, located 180.54 feet right of proposed Spur 320 Baseline Station 786+59.88;

13. **THENCE,** North 18°29'31" East, a distance of 5.54 feet, located 175.00 feet right of proposed Spur 320 Baseline Station 786+59.88;

14. **THENCE,** North 71°30'29" West, a distance of 50.77 feet, located 175.00 feet right of proposed Spur 320 Baseline Station 786+09.11;

15. **THENCE,** South 19°22'28" West, a distance of 288.38 feet, located 463.34 feet right of proposed Spur 320 Baseline Station 786+04.66;

16. **THENCE,** North 71°02'57" West, a distance of 274.32 feet, located 461.15 feet right of proposed Spur 320 Baseline Station 783+30.35;

17. **THENCE,** North 19°13'18" East, a distance of 260.68 feet, located 200.49 feet right of proposed Spur 320 Baseline Station 783+33.67;

18. **THENCE,** North 79°00'54" West, a distance of 11.55 feet, located 202.00 feet right of proposed Spur 320 Baseline Station 783+22.23;

19. **THENCE,** South 10°59'23" West, a distance of 8.84 feet, located 210.76 feet right of proposed Spur 320 Baseline Station 783+23.38;

20. **THENCE,** North 76°38'23" West, a distance of 60.24 feet, located 216.15 feet right of proposed Spur 320 Baseline Station 782+63.38;

21. **THENCE,** North 14°22'44" East, a distance of 6.76 feet, located 209.40 feet right of proposed Spur 320 Baseline Station 782+62.90;

22. **THENCE,** North 75°37'15" West, a distance of 576.17 feet, located 250.72 feet right of proposed Spur 320 Baseline Station 776+88.20;

23. **THENCE,** North 75°10'50" West, a distance of 160.13 feet, located 260.98 feet right of proposed Spur 320 Baseline Station 775+28.40;

24. **THENCE,** South 14°49'04" West, a distance of 6.59 feet, located 267.56 feet right of proposed Spur 320 Baseline Station 775+28.83;

25. **THENCE,** North 75°30'31" West, a distance of 55.64 feet, located 271.44 feet right of proposed Spur 320 Baseline Station 774+73.32;

26. **THENCE,** North 14°49'16" East, a distance of 6.91 feet, located 264.55 feet right of proposed Spur 320 Baseline Station 774+72.88;

27. **THENCE,** North 75°10'25" West, a distance of 160.57 feet, located 274.81 feet right of proposed Spur 320 Baseline Station 773+12.64;

28. **THENCE,** North 73°28'42" West, continuing with said proposed southerly right-of-way and Denial of Access Line, a distance of 365.38 feet to a TxDOT Type II brass cap monument found on the easterly right-of-way line of said F.M. 2529, for a southerly corner of the herein described parcel, located 287.37 feet right of proposed Spur 320 Baseline Station 769+47.48;

29. **THENCE,** North 02°04'27" East, with said easterly right-of-way of said F.M. 2529, a distance of 632.24 feet to the **POINT OF BEGINNING** and containing 1,668,862 square feet or 38.3118 acres of land.

Part 2:

Being 181,465 square feet or 4.1659 acres of land situated in said J. F. Reeves Survey, Abstract No. 10012, Section 8, Block 80, Township 1, Texas and Pacific Railroad Company Surveys, El Paso County, Texas;

COMMENCING, at a 5/8-inch iron rod with plastic cap stamped "TX 5337" found for the common southerly corner of Sections 7 and 8, said Block 80, Township 1, Texas and Pacific Railroad Company Surveys, same being an interior corner of a tract of land, conveyed to The City of El Paso (for the El Paso Water Utilities Public Service Board) in Document No. 20030066805 of the Official Public Record of Real Property El Paso County (O.P.R.R.P.E.P.C.);

THENCE, North 02°04'15" East, with the common boundary of Sections 7 and 8, said Block 80, at a distance of 1322.25 feet pass the common corner of said 432.88 acre City of El Paso tract and said City of El Paso tract recorded in Volume 1186, Page 178, E.P.C.D.R., continuing for a total distance of 1,418.43 feet to a 5/8-inch iron rod with TxDOT aluminum cap found on the southerly right-of- way line of the proposed Spur 320 and end of a curve to the left for the **POINT OF BEGINNING** of the herein described parcel and end of a Denial of Access Line, having coordinates of N=10,736,044.05 and E=418,931.93, located 175.03 feet right of proposed Spur 320 Baseline Station 825+21.92;

1. **THENCE,** North 02°04'15" East, with the common boundary of Sections 7 and 8, said Block 80 and the common boundary of said City of El Paso tracts, a distance of 421.81 feet to a 5/8-inch iron rod with TxDOT aluminum cap found on the northerly right-of- way of said proposed Spur 320, at the beginning of a curve to the right for the most northerly corner herein described parcel and beginning of a Denial of Access Line, located 175.00 feet left of proposed Spur 320 Baseline Station 822+86.44;

2. **THENCE,** with said proposed northerly right-of-way and Denial of Access Line, said curve to the right having a radius of 6,175.00 feet, an arc length of 865.06 feet, a central angle of 08 degrees 01 minutes 36 seconds, and a chord which bears South 51°06'24" East, a distance of 864.35 feet to a 5/8-inch iron rod with TxDOT aluminum cap found on the common boundary of said City of El Paso tracts for the most easterly corner of the herein described parcel and the end of said Denial of Access Line, located 175.00 feet left of proposed Spur 320 Baseline Station 831+26.98;

3. **THENCE,** North 87°55'30" West, with the common boundary of the aforesaid City of El Paso tracts a distance of 558.86 feet to a 5/8-inch iron rod with TxDOT aluminum cap found for the beginning point of a curve to the left and a southerly corner of the herein described parcel and beginning of a Denial of Access Line, located 175.03 feet right of proposed Spur 320 Baseline Station 826+91.04;

4. **THENCE,** with the proposed southerly right-of-way and Denial of Access Line and said curve to the left, having a radius of 5,825.00 feet, an arc length of 164.19 feet, a central angle of 01 degrees 36 minutes 54 seconds, and a chord which bears North 52°03'52" West, a distance of 164.18 feet to the **POINT OF BEGINNING** and containing 181,465 square feet or 4.1659 acres of land.

Part 3:

Being 191,945 square feet or 4.4064 acres of land, situated in said J. F. Reeves Survey, Abstract No. 10012, Section 8, Block 80, Township 1, Texas and Pacific Railroad Company Surveys, El Paso County, Texas;

Exhibit

COMMENCING, at a 5/8-inch iron rod with plastic cap stamped "TX 5337" found for the common westerly corner of Sections 8 and 17, Block 80, Township 1, said Texas and Pacific Railroad Company Surveys, same being an interior corner of a tract of land conveyed to the City of El Paso (for the El Paso Water Utilities Public Service Board) in Document No. 20030066805 of the Official Property Records of Real Property El Paso County (O.P.R.R.P.E.P.C.);

THENCE, South 86°49'00" East, with the common boundary of Sections 8 and 17, said Block 80, at a distance of 1,321.23 feet pass the common corner of said City of El Paso tract and said City of El Paso tract recorded in Volume 1186, Page 178, E.P.C.D.R., continuing with the common boundary of said City of El Paso tracts, for a total distance of 1,439.40 feet to a 5/8-inch iron rod with TxDOT aluminum cap found on the southerly right-of-way line of the proposed Spur 320 and beginning of a curve to the left for the **POINT OF BEGINNING** of the herein described parcel and beginning of a Denial of Access Line, having coordinates of N=10,734,546.62 and E=420,317.84, located 175.01 feet right of proposed Spur 320 Baseline Station 846+34.48;

1. **THENCE,** with the proposed southerly right-of-way and Denial of Access Line and said curve to the left, having a radius of 5,825.00 feet, an arc length of 197.51 feet, a central angle of 01 degrees 56 minutes 34 seconds, and a chord which bears North 33°40'11" West, a distance of 197.50 feet to a 5/8-inch iron rod with TxDOT aluminum cap found on the common boundary of said City of El Paso tracts for the end of said curve and a southerly corner of the herein described parcel and end of said Denial of Access Line, located 175.01 feet right of proposed Spur 320 Baseline Station 844+31.04;

2. **THENCE,** North 03°04'45" East, with the common boundary of said City of El Paso tracts, a distance of 547.27 feet to a 5/8-inch iron rod with TxDOT aluminum cap found on the northerly right-of-way of said proposed Spur 320, at the beginning of a curve to the right for the most northerly corner herein described parcel and beginning of a Denial of Access Line, located 175.00 feet left of proposed Spur 320 Baseline Station 840+10.06;

3. **THENCE,** with said proposed northerly right-of-way, Denial of Access Line and said curve to the right, having a radius of 6,175.00 feet, an arc length of 892.24 feet, a central angle of 08 degrees 16 minutes 44 seconds, and a chord which bears South 34°31'16" East, a distance of 891.46 feet to a 5/8-inch iron rod found on the common boundary of Sections 8 and 17, said Block 80 and City of El Paso tract and said City of El Paso tract recorded in Volume 1186, Page 178, E.P.C.D.R, for the end of said curve and the most easterly corner of the herein described parcel and the end of said Denial of Access Line, located 175.00 feet left of proposed Spur 320 Baseline Station 848+77.01;

Exhibit

August, 2021
Parcel 7
Page 7 of 13
TXDOTCONNECT Parcel No. P00066031.001, .002 and .003

4. **THENCE,** North 86°49'00" West, with the common boundary of Sections 8 and 17, said Block 80 and the common boundary of the aforesaid City of El Paso tracts, a distance of 425.76 feet to the **POINT OF BEGINNING** and containing 191,945 square feet or 4.4064 acres of land and containing a combined 2,042,272 square feet or 46.8841 acres of land within Parts 1, 2 & 3.

Note: Survey Plat to accompany this legal description.

Note: Access is prohibited across the "Denial of Access Line" to the highway facility from the remainder of the abutting property.

Bearings and coordinates are based upon the Texas Coordinate System of 1983, Central Zone (4203), NAD 83(2011) and are referenced to the TxDot RTN, Mount point NAD83_(2010)-West_VRS_RTCM. All distances and coordinates shown are surface values and may be converted to state plane values by dividing by the surface adjustment factor of 1.000231. The Unit of Measure is the U.S. Survey Foot.

I, Scott M. Fertak, a Registered Professional Land Surveyor, do hereby certify that this property description is a true and correct representation of a survey made on the ground, under my direction and supervision.

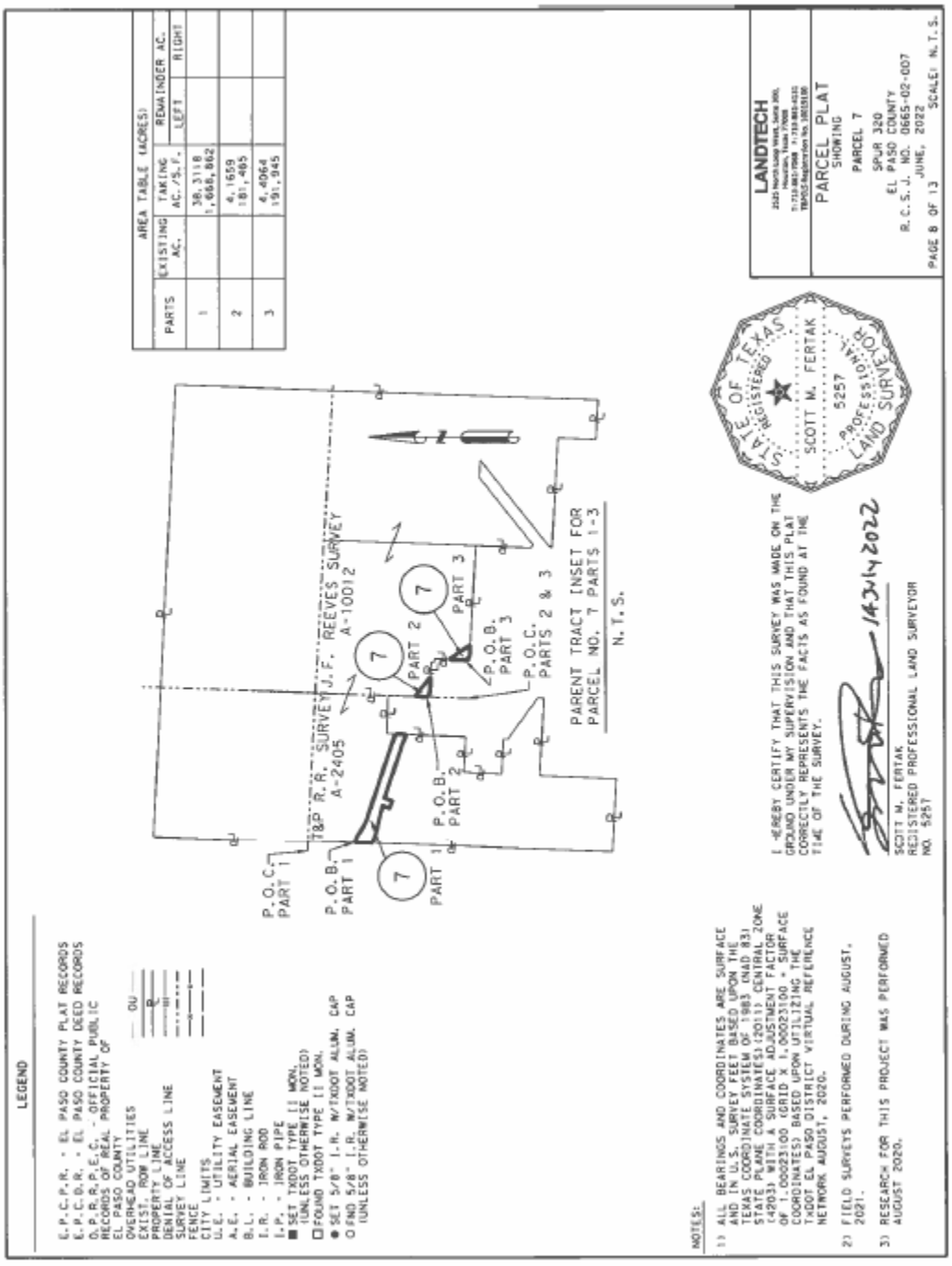


14 July 2022

Scott M. Fertak
Registered Professional Land Surveyor
No. 5257

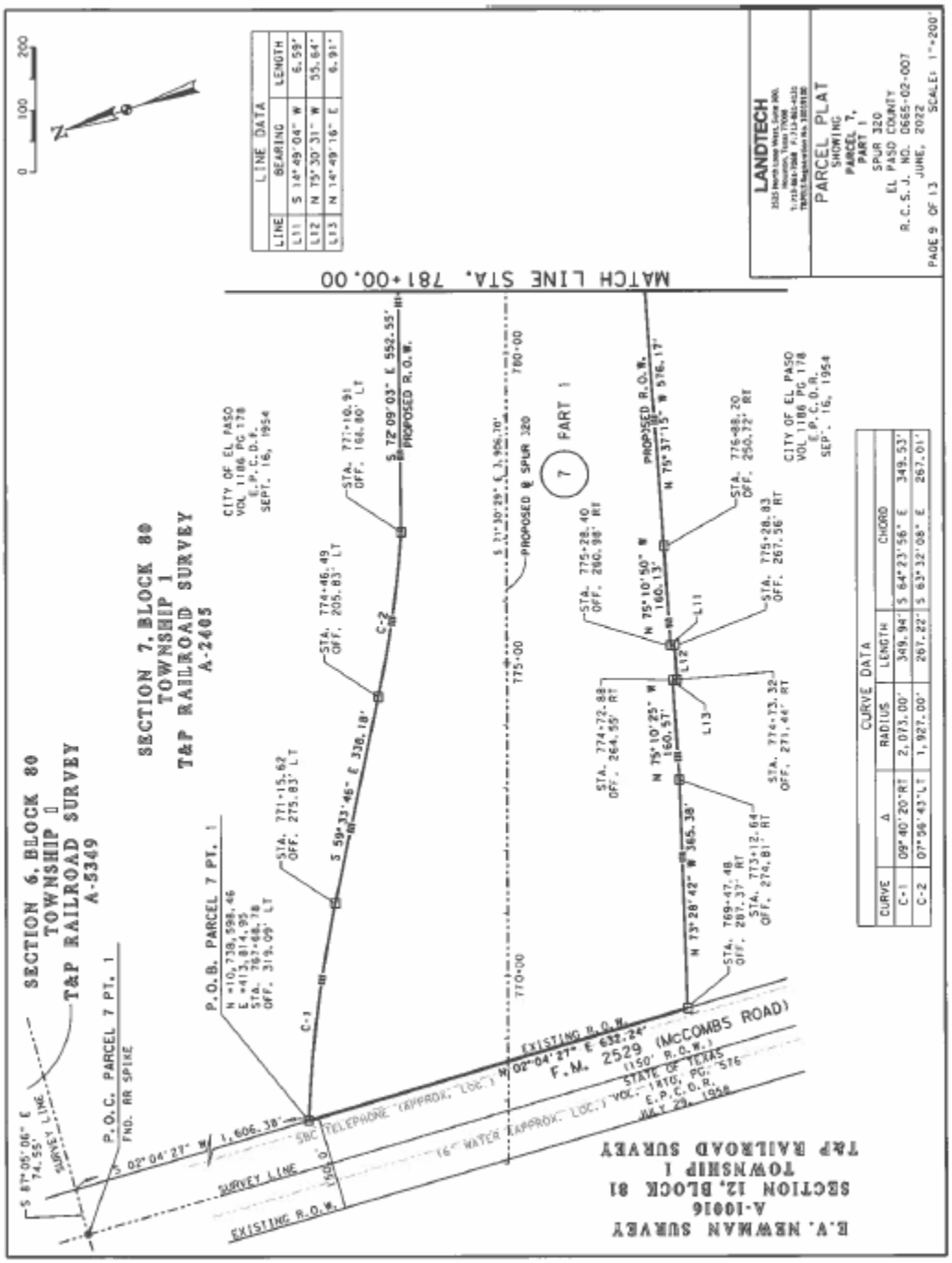
COMMITMENT FOR TITLE INSURANCE
EXHIBIT "A"
LEGAL DESCRIPTION

ISSUED BY
STEWART TITLE GUARANTY COMPANY



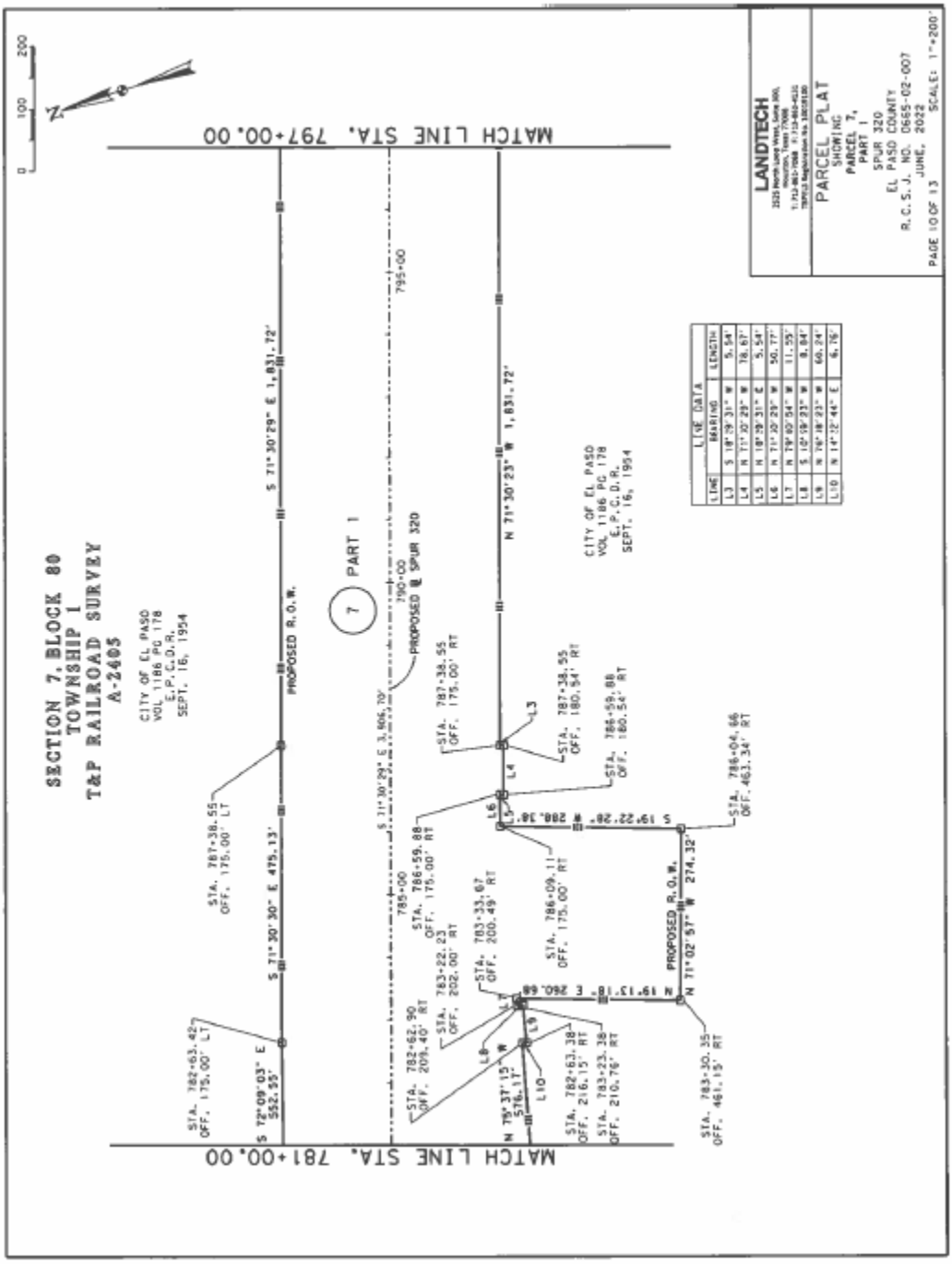
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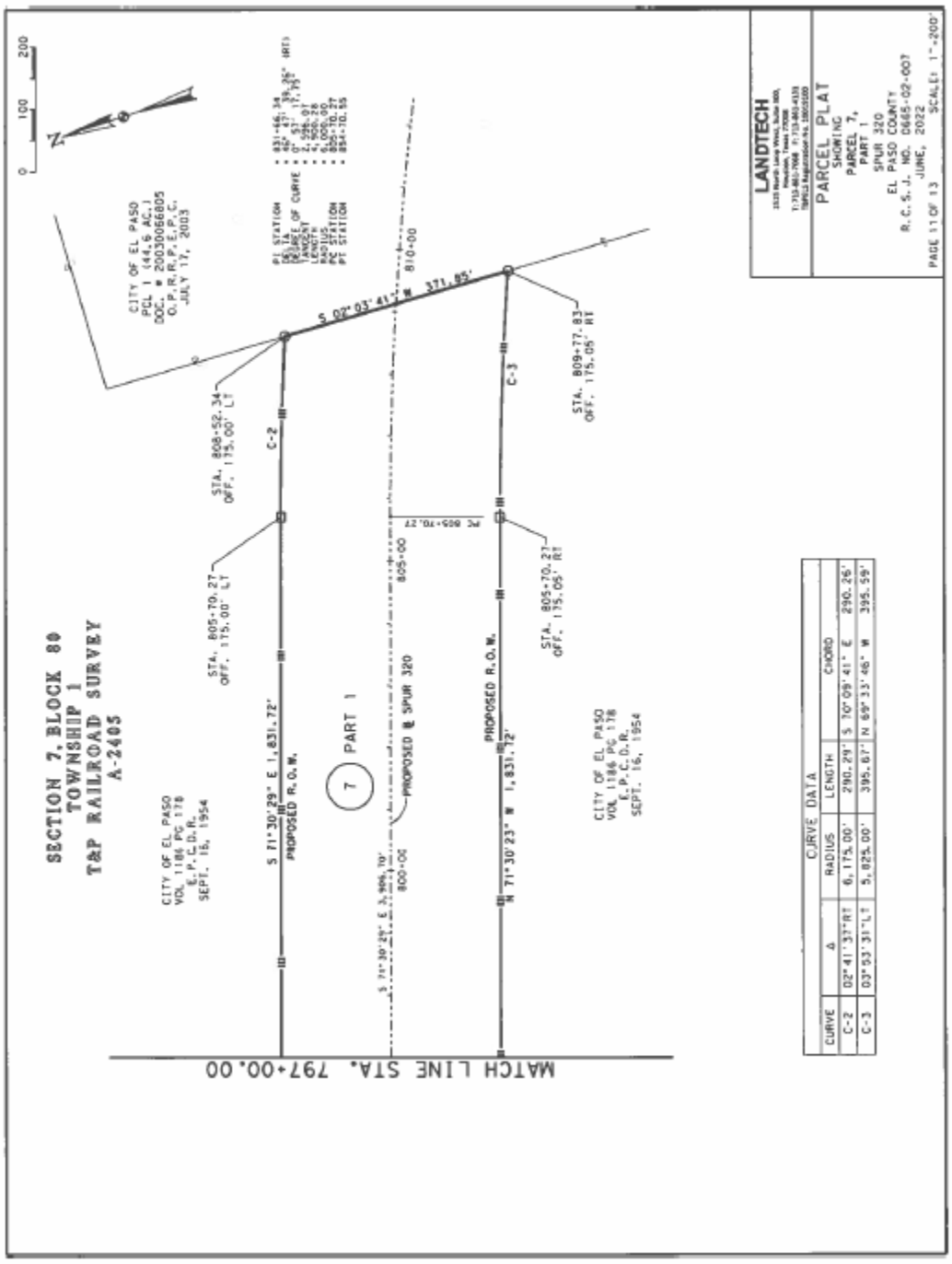
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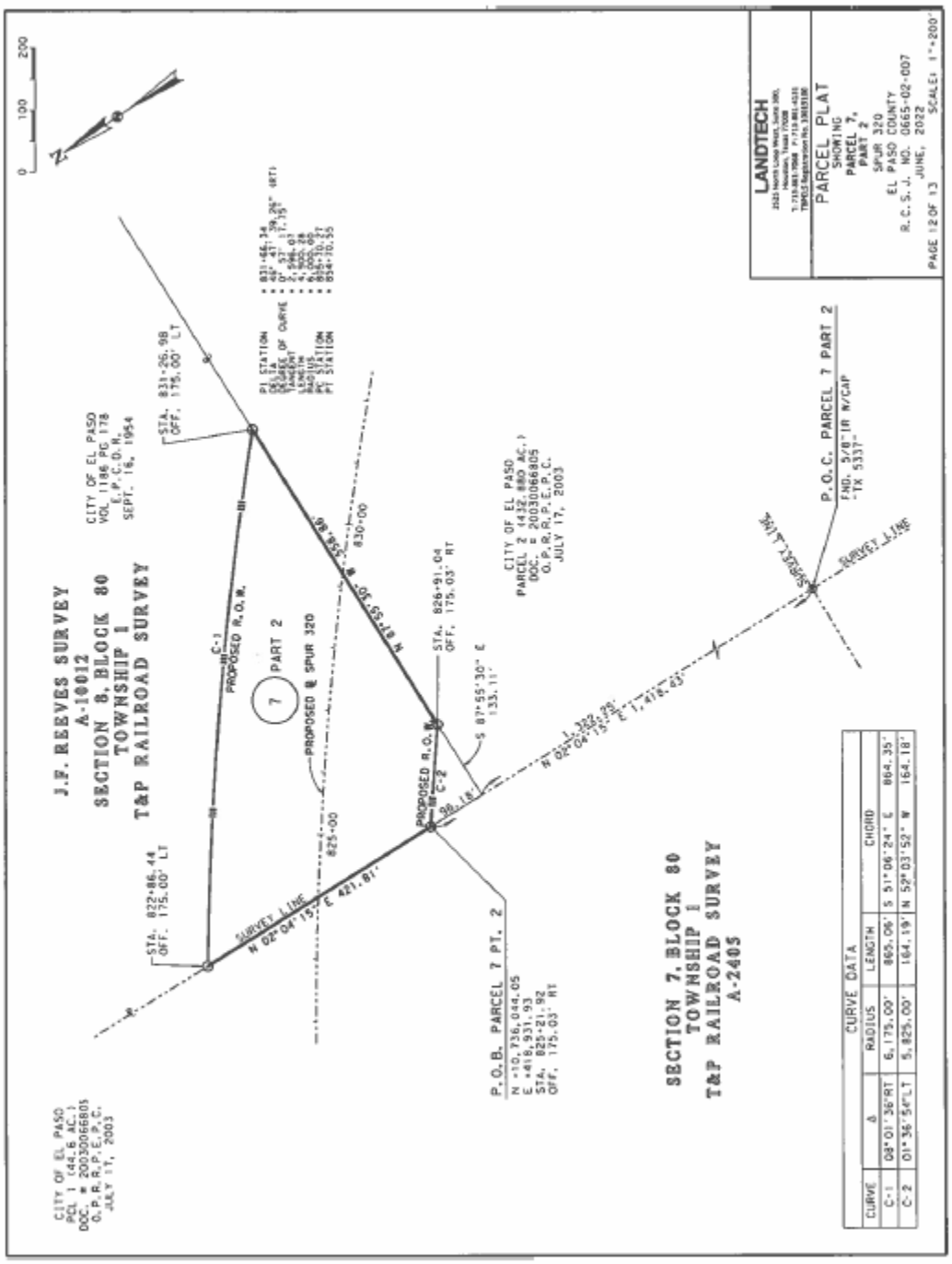
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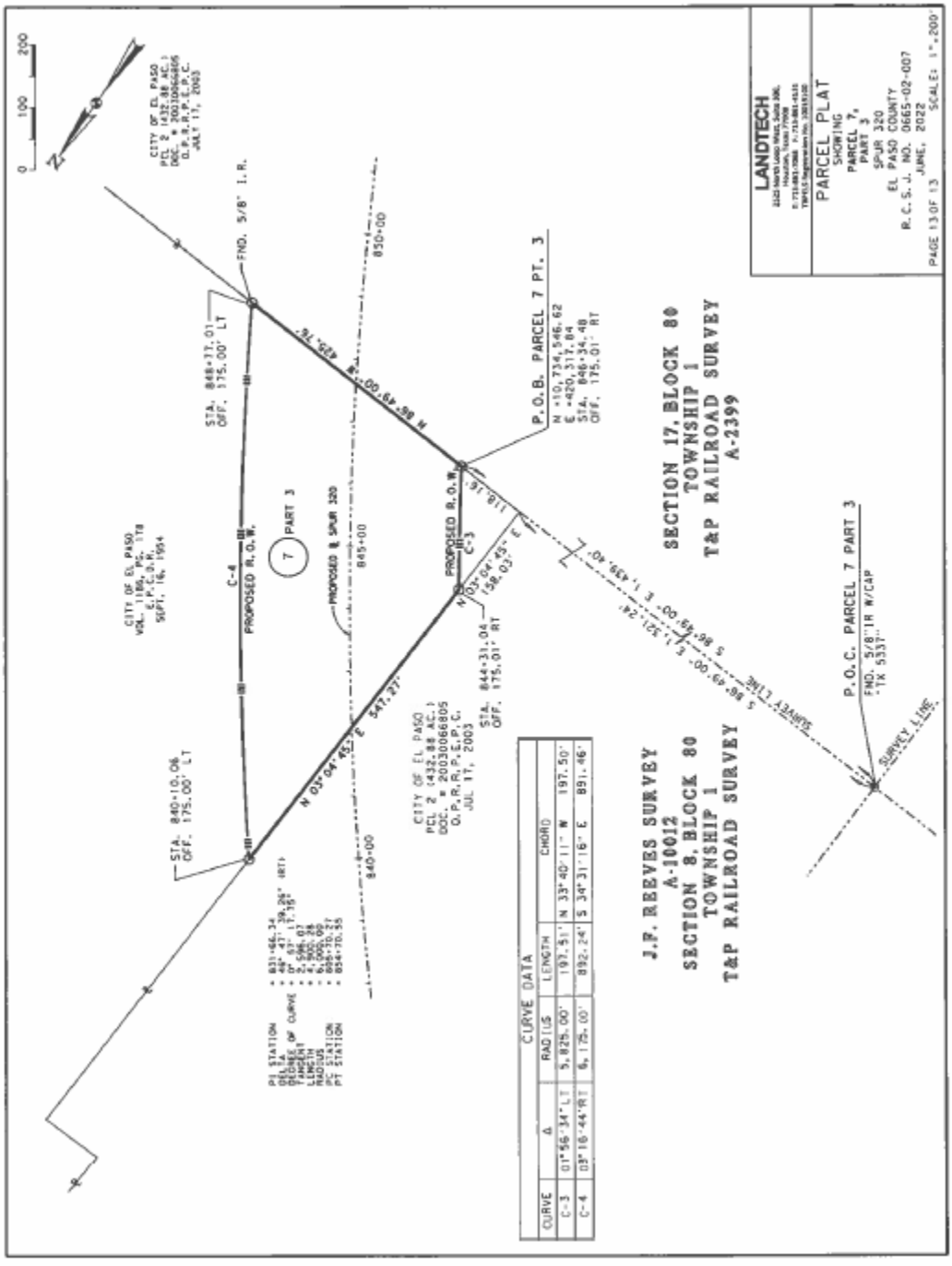
COMMITMENT FOR TITLE INSURANCE
EXHIBIT "A"
LEGAL DESCRIPTION

ISSUED BY
STEWART TITLE GUARANTY COMPANY



COMMITMENT FOR TITLE INSURANCE
EXHIBIT "A"
LEGAL DESCRIPTION

ISSUED BY
STEWART TITLE GUARANTY COMPANY



COMMITMENT FOR TITLE INSURANCE
SCHEDULE B

ISSUED BY
STEWART TITLE GUARANTY COMPANY

EXCEPTIONS FROM COVERAGE

In addition to the Exclusions and Conditions and Stipulations, your policy will not cover loss, costs, attorney's fees and expenses resulting from:

~~1. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception.):~~

2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements. Upon receipt of an approved survey, Schedule B, Item 2 may be modified to read in its entirety, "Shortages in area" (Loan Policy only or Owner's Title Policy with prescribed premium.)

3. Homestead or community property or survivorship rights, if any, of any spouse of any insured. (Applies to the Owner's Policy only.)

4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
   a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs, or oceans, or

   b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or

   c. to filled-in lands, or artificial islands, or

   d. to statutory water rights, including riparian rights, or

   e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.
   (Applies to the Owner's Policy only.)

5. Standby fees, taxes and assessments by any taxing authority for the year 2023 and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Loan Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year 2023 and subsequent years.")

6. The terms and conditions of the documents creating your interest in the land.

7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)

8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy T-2 only.)

9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan Policy of Title Insurance (T-2R) only.) Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy of Title Insurance. (T-2R)

COMMITMENT FOR TITLE INSURANCE
SCHEDULE B

ISSUED BY
STEWART TITLE GUARANTY COMPANY

10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):

    a) Rights of parties in possession. (Owner Title Policy only)

    b) Any and all leases, recorded and unrecorded, and rights of parties therein.

    c) Water Rights Deed dated November 3, 1976, executed by Price's Producers Incorporated to the City of El Paso, of record in Volume 903, Page 450, Deed Records of El Paso County, Texas. (Title to above said interests have not been investigated subsequent to the execution date of cited instruments. The Company makes no representation as to the present ownership of any such interests.)

    d) Oil, Gas and Mineral Reservation dated December 30, 1947, executed by Robert B. Price to Price's Producers Incorporated, recorded in Volume 885, Page 607, Deed Records, El Paso County, Texas. (Title to the aforesaid estate has not been investigated subsequent to date of said instrument.)

    e) Oil, Gas and Mineral Reservation dated September 16, 1954, executed by Price's Producers Incorporated to the City of El Paso, recorded in Volume 1186, Page 178, Deed Records, El Paso County, Texas. (Title to the aforesaid estate has not been investigated subsequent to date of said instrument.)

    f) Confirmation of Reservation of Minerals dated August 2, 1984, executed by Price's Procucers Incorporated, et al to the Public, recorded in Volume 1481, Page 1492, Official Records, El Paso County, Texas. (Title to the aforesaid estate has not been investigated subsequent to date of said instrument.)

    g) All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interests that are not listed.

    h) All leases, grants, exceptions or reservations of the geothermal energy and associated resources below the surface of the land, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of the geothermal energy and associated resources below the surface of the land that are not listed.

COMMITMENT FOR TITLE INSURANCE
SCHEDULE C

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Your Policy will not cover loss, costs, attorneys' fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.

2. Satisfactory evidence must be provided that:

   - no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,

   - all standby fees, taxes, assessments and charges against the property have been paid,

   - all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialman's liens have attached to the property,

   - there is legal right of access to and from the land,

   - (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.

3. You must pay the seller or borrower the agreed amount for your property or interest.

4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.

5. Note: Procedural Rule P-27 as provided for in Section 2561.202, Texas Insurance Code requires that "Good Funds" be received and deposited before a Title Agent may disburse from its Trust Fund Account. Procedural Rule P-27 provides a list of the types of financial documents and instruments which satisfy this requirement. Please be advised that we reserve the right to determine on a case-by-case basis what form of good funds is acceptable.

6. FOR INFORMATION ONLY: The vesting on Schedule A is by virtue of deed recorded in Volume 1186, Page 178, Deed Records of El Paso County, Texas.

7. Note: An Affidavit was styled "Notice of Claim to the Ysleta Grant and Aboriginal Title Areas" and was filed in Volume 2553, Page 1958, Real Property Records, El Paso County, Texas. The memorandum attached to this Affidavit states that "the claim is one for return of possession from third parties of all lands contained within the Ysleta, Senecu, Socorro and Ascarate Grants in El Paso County, Texas (based on aboriginal title and specific Spanish and Mexican Grants); as well as the balance of El Paso County and all of Hudspeth, Culberson, Jeff Davis, Brewster and Presidio Counties, Texas (based on aboriginal title only); and for damages for trespass and unlawful occupation and use." Upon request to the company, you may receive a copy of the Affidavit and memorandum. THE POLICY TO BE ISSUED TO YOU WILL NOT EXCEPT TO THE AFFIDAVIT OR CLAIMS REFLECTED BY THE AFFIDAVIT. THIS NOTE IS FOR INFORMATIONAL PURPOSES ONLY.

8. Company requires for its review satisfactory documentation from the City of El Paso authorizing this transaction and naming the party(ies) authorized to sign on its behalf. At the time the Company is furnished these items, the Company may make additional requirements and/or exceptions.

9. NOTE TO CLOSER: No outstanding liens of record, please inquire,

10. File to be updated prior to closing.

COMMITMENT FOR TITLE INSURANCE
SCHEDULE D

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Policy Commitment No.: 2128029

The information contained in this Schedule (D) does not affect title to or the lien upon the land described in Schedule A hereof, to be insured in any policy(ies) of title insurance to be issued in accordance with this Commitment.

As to **Stewart Title Guaranty Company**, the Underwriter herein, the following disclosures are made as of **January 1, 2022:**

A-1. Shareholders owning or controlling, or holding, directly or indirectly, ten percent (10%) or more of the shares of **Stewart Title Guaranty Company** as of the last day of the year preceding the date hereinabove set forth are as follows:
Stewart Information Services Corporation -100%

A-2. The members of the Board of Directors of **Stewart Title Guaranty Company** as of the last day of the year preceding the date hereinabove set forth are as follows: Frederick H. Eppinger, David C. Hisey, John L. Killea, Steven M. Lessack, Tara S. Smith, Brian K. Glaze, Pamela B. O'Brien and Mary P. Thomas.

A-3. The designated officers of **Stewart Title Guaranty Company** as of the last day of the year preceding the date hereinabove set forth are as follows: Frederick H. Eppinger, Chief Executive Officer & President; David C. Hisey, Chief Financial Officer - Secretary & Assistant Treasurer; Brad Rable, Chief Information Officer; Genady Vishnevetsky, Chief Information Security Officer; Emily Kain, Chief Human Resources Officer; Steven M. Lessack, Group President; Tara S. Smith, Group President - Agency Services; John L. Killea, General Counsel & Chief Compliance Officer; Charles M. Craig, Senior Vice President - Associate General Counsel & Senior Underwriting Counsel; James L. Gosdin, Senior Vice President - Chief Underwriting Counsel & Associate General Counsel; John Rothermel, Senior Vice President - Senior Underwriting Counsel; Heidi Junge, Senior Vice President - Regional Underwriting Counsel.

As to **Stewart Title Company** (Title Insurance Agent), the following disclosures are made:

B-1 Shareholders, owners, partners or other persons having, owning or controlling one percent (1%) or more of Title Insurance Agent are as follows: Stewart Title Guaranty Company – 100%

B-2 Shareholders, owners, partners, or other persons having, owning or controlling ten percent (10%) or more of an entity that has, owns or controls one percent (1%) or more of Title Insurance Agent are as follows:
Stewart Information Services Corporation - 100%

B-3 If Title Insurance Agent is a corporation, the following is a list of the members of the Board of Directors:

Frederick H. Eppinger, David C. Hisey, John L. Killea

B-4 If Title Insurance Agent is a corporation, the following is a list of its officers:

Frederick H. Eppinger	Chairman, Chief Executive Officer and President
David C. Hisey	Chief Financial Officer, Assistant Secretary-Treasurer
John L. Killea	Executive Vice President, Chief Legal Officer
Julie Warnock	Secretary, Assistant Treasurer
Scott Gray	Treasurer, Assistant Secretary

C-1. You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving a portion of the premium from the settlement of this transaction will be disclosed on the closing or settlement statement.

You are further advised that the estimated title premium* is:

Owner's Policy	TBD
Loan Policy	$0.00
Endorsement Charges	$25.00
Other	
Total	TBD

Of this total amount 15% will be paid to Stewart Title Guaranty Company; 85% will be retained by the issuing Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:

Amount			To Whom	For Service
$	(or	%)		
$	(or	%)		
$	(or	%)		

“The estimated premium is based upon information furnished to us as of the date of this Commitment for Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance.”

T-7 Commitment Schedule D Revised 1/1/2022

DISCLOSURE REGARDING FUNDS FOR CLOSING

(to be provided with or within the Commitment for Title Insurance)

As Escrow Agent for the Real Estate transaction Stewart Title Company, ("Escrow Agent") has received and/or will receive the buyer's/borrower's funds and/or funds from the buyer's/borrower's lender for disbursement at closing of the transaction.

The seller and the buyer (or the borrower in a refinancing transaction) may request that escrow funds be invested in an interest-bearing account subject to a reasonable administrative fee charged by Escrow Agent and any account terms and conditions negotiated with the financial institution offering the interest bearing account. Otherwise, Escrow Agent shall deposit the earnest money in a demand deposit account that is federally insured to the maximum extent permitted by law. Demand deposit accounts offer immediately available funds for withdrawal after a check has cleared.

Escrow Agent may receive other benefits from the financial institution where the funds are deposited. Based upon the deposit of escrow funds in demand deposit accounts and other relationships with the financial institution, Escrow Agent is eligible to participate in a program whereby it may (i) receive favorable loan terms and earn income from the investment of loan proceeds and (ii) receive other benefits offered by the financial institution.

STEWART TITLE GUARANTY COMPANY

DELETION OF ARBITRATION PROVISION

(Not applicable to the Texas Residential Owner's Policy)

ARBITRATION is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Insurance Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator's award.

Your policy contains an arbitration provision (shown below). It allows you or the Company to require arbitration if the amount of insurance is $2,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. You can do this by signing this form and returning it to the Company at or before the closing of your real estate transaction or by writing to the Company.

The arbitration provision in the Policy is as follows:

> "Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is $2,000,000 or less shall be arbitrated at the option of either the Company or the Insured, unless the Insured is an individual person (as distinguished from an Entity). All arbitrable matters when the Amount of Insurance is in excess of $2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction."

SIGNATURE _____ DATE _____

STEWART INFORMATION SERVICES CORPORATION
GRAMM-LEACH BLILEY PRIVACY NOTICE

This Stewart Information Services Corporation Privacy Notice ("Notice") explains how we and our affiliates and majority-owned subsidiary companies (collectively, "Stewart," "our," or "we") collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of your information. Pursuant to Title V of the Gramm-Leach Bliley Act ("GLBA") and other Federal and state laws and regulations applicable to financial institutions, consumers have the right to limit some, but not all sharing of their personal information. Please read this Notice carefully to understand how Stewart uses your personal information.

The types of personal information Stewart collects, and shares depends on the product or service you have requested.

Stewart may collect the following categories of personal and financial information from you throughout your transaction:

1. Identifiers: Real name, alias, online IP address if accessing company websites, email address, account name, unique online identifier, or other similar identifiers.

2. Demographic Information: Marital status, gender, date of birth.

3. Personal Information and Personal Financial Information: Full name, signature, social security number, address, driver's license number, passport number, telephone number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, credit reports, or any other information necessary to complete the transaction.

Stewart may collect personal information about you from:

1. Publicly available information from government records.
2. Information we receive directly from you or your agent(s), such as your lender or real estate broker.
3. Information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Stewart may use your personal information for the following purposes:

1. To provide products and services to you in connection with a transaction.
2. To improve our products and services.
3. To communicate with you about our affiliates', and others' products and services, jointly or independently.

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers, or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules, and regulations.
- Performing services including maintaining or servicing accounts, providing customer service, processing, or fulfilling orders and transactions, verifying customer information, processing payments.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, your realtor, broker, or a lender). Stewart may disclose your personal information to non-affiliated third-party service providers and vendors to render services to complete your transaction.

We share your personal information with the following categories of third parties:

- Non-affiliated service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- To enable Stewart to prevent criminal activity, fraud, material misrepresentation, or nondisclosure.
- Stewart's affiliated and subsidiary companies.
- Parties involved in litigation and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations, taxing authorities, if required in the transaction.
- Federal and State Regulators, law enforcement and other government entities to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

The law does not require your prior authorization or consent and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or browsing information with non-affiliated third parties, except as required or permitted by law.

Right to Limit Use of Your Personal Information

You have the right to opt-out of sharing of your personal information among our affiliates to directly market to you. To opt-out of sharing your information with affiliates for direct marketing, you may send an "opt out" request to OptOut@stewart.com, or contact us through other available methods provided under "Contact Information" in this Notice. We do not share your Personal Information with nonaffiliates for their use to directly market to you without your consent.

How Stewart Protects Your Personal Information

Stewart maintains physical, technical, and administrative safeguards and policies to protect your personal information.

Contact Information

If you have specific questions or comments about this Notice, the ways in which Stewart collects and uses your information described herein, or your choices and rights regarding such use, please do not hesitate to contact us at:

Phone: Toll Free at 1-866-571-9270
Email: Privacyrequest@stewart.com

Postal Address: Stewart Information Services Corporation
Attn: Mary Thomas, Chief Compliance and Regulatory Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056

Effective Date: January 1, 2020
Updated: August 24, 2023

STEWART INFORMATION SERVICES CORPORATION
PRIVACY NOTICE FOR CALIFORNIA RESIDENTS

Stewart Information Services Corporation and its affiliates and majority-owned subsidiary companies (collectively, "Stewart," "our," or "we") respect and are committed to protecting your privacy. Pursuant to the California Consumer Privacy Act of 2018 ("CCPA") and the California Privacy Rights Act of 2020 ("CPRA"), we are providing this **Privacy Notice ("**CCPA Notice"). This CCPA Notice explains how we collect, use, and disclose personal information, when and to whom we disclose such information, and the rights you, as a California resident have regarding your Personal Information. This CCPA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users, consumers, and others who reside in the State of California or are considered California Residents as defined in the CCPA ("consumers" or "you"). All terms defined in the CCPA & CPRA have the same meaning when used in this Notice.

Personal and Sensitive Personal Information Stewart Collects

Stewart has collected the following categories of personal and sensitive personal information from consumers within the last twelve (12) months:

A. Identifiers. A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.

B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)). A name, signature, Social Security number, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information.

C. Protected classification characteristics under California or federal law. Age, race, color, ancestry, national origin, citizenship, marital status, sex (including gender, gender identity, gender expression), veteran or military status.

D. Commercial information. Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.

E. Internet or other similar network activity. Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.

F. Geolocation data

Stewart obtains the categories of personal and sensitive information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees, or their agents (For example, realtors, lenders, attorneys, brokers, etc.)
- Directly and indirectly from activity on Stewart's website or other applications.
- From third parties that interact with Stewart in connection with the services we provide.

Use of Personal and Sensitive Personal Information

Stewart may use or disclose the personal or sensitive information we collect for one or more of the following purposes:

a. To fulfill or meet the reason for which the information is provided.
b. To provide, support, personalize, and develop our website, products, and services.
c. To create, maintain, customize, and secure your account with Stewart.
d. To process your requests, purchases, transactions, and payments and prevent transactional fraud.
e. To prevent and/or process claims.
f. To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
g. As necessary or appropriate to protect the rights, property or safety of Stewart, our customers, or others.
h. To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
i. To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
j. To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
k. To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
l. Auditing for compliance with federal and state laws, rules, and regulations.
m. Performing services including maintaining or servicing accounts, providing customer service, processing, or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
n. To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal or sensitive information or use the personal or sensitive information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, a realtor, broker, or a lender).

We share your personal information with the following categories of third parties:

a. Service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
b. Affiliated Companies.
c. Parties involved in litigation and attorneys, as required by law.
d. Financial rating organizations, rating bureaus and trade associations.
e. Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information:

Category A: Identifiers
Category B: California Customer Records personal information categories
Category C: Protected classification characteristics under California or federal law
Category D: Commercial Information
Category E: Internet or other similar network activity
Category F: Non-public education information

A. Your Consumer Rights and Choices Under CCPA and CPRA

The CCPA and CPRA provide consumers (California residents as defined in the CCPA) with specific rights regarding their personal information. This section describes your rights and explains how to exercise those rights.

i. Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

ii. Deletion Request Rights

You have the right to request that Stewart delete any personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 *seq.*).
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

iii. Opt-Out of Information Sharing and Selling

Stewart does not share or sell information to third parties, as the terms are defined under the CCPA and CPRA. Stewart only shares your personal information as commercially necessary and in accordance with this CCPA Notice.

iv. Correction of Inaccurate Information

You have the right to request that Stewart correct any inaccurate information maintained about.

v. Limit the Use of Sensitive Personal Information

You have the right to limit how your sensitive personal information, as defined in the CCPA and CPRA is disclosed or shared with third parties.

Exercising Your Rights Under CCPA and CPRA

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described herein, your choices and rights regarding such use, or wish to exercise your rights under California law, please submit a verifiable consumer request to us by the available means provided below:

1. Emailing us at **OptOut@stewart.com**; or

2. Visiting **https://www.stewart.com/en/quick-links/ccpa-request.html**

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child, if applicable.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.

- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Record Retention

Your personal information will not be kept for longer than is necessary for the business purpose for which it is collected and processed. We will retain your personal information and records based on established record retention policies pursuant to California law and in compliance with all federal and state retention obligations. Additionally, we will retain your personal information to comply with applicable laws, regulations, and legal processes (such as responding to subpoenas or court orders), and to respond to legal claims, resolve disputes, and comply with legal or regulatory recordkeeping requirements.

Changes to This CCPA Notice

Stewart reserves the right to amend this CCPA Notice at our discretion and at any time. When we make changes to this CCPA Notice, we will post the updated Notice on Stewart's website and update the Notice's effective date.

Link to Privacy Notice

https://www.stewart.com/en/privacy.html

Contact Information

Stewart Information Services Corporation
Attn: Mary Thomas, Chief Compliance and Regulatory Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056

September 5, 2023

File No.: 2128106
Title Insurance Commitment and Title Data, Inc.

Dear Customer:

The attached title insurance commitment contains information which has been obtained or derived from records and information owned by Title Data, Inc. or one of its subsidiaries (collectively "Title Data"). Title Data owns and maintains land title plants for various Texas counties. Title Data created its title plants through the investment of extensive time, labor, skill and money. **The information contained in the title plants is protected by federal copyright law and Texas common law on trade secrets and contract.**

Title Data has granted our company a license to use one or more of its title plants. Our company's right to access and use Title Data's title plants is governed by our contract with Title Data. Our contract with Title Data restricts who can receive and/or use a title insurance commitment which is based, in whole or in part, upon Title Data's records and information.

Under the terms of our contract with Title Data, we are permitted to provide you with the attached title insurance commitment **for limited use and distribution only**. Specifically, you are sublicensed to deliver, exhibit, or furnish the attached title insurance commitment (or any copies thereof) **ONLY** to your bona fide employees and a third party who is playing a bona fide role in this proposed real estate transaction, including a lawyer, a lender, a surveyor, a real estate broker or agent, and the parties to this proposed transaction.

For purposes of our agreement with Title Data, "deliver, exhibit, or furnish" includes, without limitation, copying this title insurance commitment (whether such copying be by means of a photocopier, facsimile machine, another electronic scanning device, or any other method of reproduction) and providing such copy to any third party.

Your furnishing of the attached title insurance commitment to anyone not specifically enumerated above is not permitted by our contract with Title Data and constitutes a breach of our sublicense to you. Your furnishing of the attached title insurance commitment to anyone not specifically enumerated above is also a violation of federal copyright law and Texas common law.

Therefore, as an express condition of us providing you with the attached title insurance commitment, you specifically agree to limit its uses to those set forth herein, and to provide a copy of this letter to any party to whom you deliver, exhibit, or furnish the attached title insurance commitment (or any copies thereof).

In the event you are unable or unwilling to comply with these conditions, immediately return the attached title insurance commitment to our company, without reviewing, copying or otherwise utilizing in any way the information contained therein.

A COPY OF THIS LETTER MUST ACCOMPANY THE ATTACHED TITLE INSURANCE COMMITMENT AT ALL TIMES. ALL DOWNSTREAM RECIPIENTS MUST PROVIDE A COPY OF THIS LETTER TO ANY OTHER AUTHORIZED USERS OF THE ATTACHED TITLE INSURANCE COMMITMENT.

Thank you for your business.

Sincerely,
Stewart Title Company

Ron Rush

Stewart Title Company
415 North Mesa Street
El Paso, TX 79901
(915) 225-8200 main (915) 225-8290 fax
Ron.Rush@stewart.com

COMMITMENT FOR TITLE INSURANCE

ISSUED BY
STEWART TITLE GUARANTY COMPANY

THE FOLLOWING COMMITMENT FOR TITLE INSURANCE IS NOT VALID UNLESS YOUR NAME AND THE POLICY AMOUNT ARE SHOWN IN SCHEDULE A, AND OUR AUTHORIZED REPRESENTATIVE HAS COUNTERSIGNED BELOW.

We, STEWART TITLE GUARANTY COMPANY, will issue our title insurance policy or policies (the Policy) to You (the proposed insured) upon payment of the premium and other charges due, and compliance with the requirements in Schedule C. Our Policy will be in the form approved by the Texas Department of Insurance at the date of issuance, and will insure your interest in the land described in Schedule A. The estimated premium for our Policy and applicable endorsements is shown on Schedule D. There may be additional charges such as recording fees, and expedited delivery expenses.

This Commitment ends ninety (90) days from the effective date, unless the Policy is issued sooner, or failure to issue the Policy is our fault. Our liability and obligations to you are under the express terms of this Commitment and end when this Commitment expires.

In Witness Whereof, the Company has caused this commitment to be signed and sealed as of the effective date of commitment as shown in Schedule A, the commitment to become valid and binding only when countersigned by an authorized signatory.

Melanie C. Jones

Authorized Countersignature

Stewart Title Company
415 North Mesa Street
El Paso, TX 79901

STEWART TITLE GUARANTY COMPANY
INCORPORATED
1908
TEXAS

Frederick H. Eppinger
President and CEO

David Hisey
Secretary

CONDITIONS AND STIPULATIONS

1. If you have actual knowledge of any matter which may affect the title or mortgage covered by this Commitment, that is not shown in Schedule B, you must notify us in writing,. If you do not notify us in writing, our liability to you is ended or reduced to the extent that your failure to notify us affects our liability. If you do notify us, or we learn of such matter, we may amend Schedule B, but we will not be relieved of liability already incurred.

2. Our liability is only to you, and others who are included in the definition of Insured in the Policy to be issued. Our liability is only for actual loss incurred in your reliance on this Commitment to comply with its requirements or to acquire the interest in the land. Our liability is limited to the amount shown in Schedule A of this Commitment and will be subject to the following terms of the Policy: Insuring Provisions, Conditions and Stipulations, and Exclusions.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252-2029.

IMPORTANT INFORMATION

FOR INFORMATION, OR
TO MAKE A COMPLAINT
CALL OUR TOLL-FREE TELE-
PHONE NUMBER

1-800-729-1902

ALSO
YOU MAY CONTACT
THE TEXAS DEPARTMENT
OF INSURANCE AT

1-800-252-3439

to obtain information on:

1. filing a complaint against an insurance company or agent,
2. whether an insurance company or agent is licensed,
3. complaints received against an insurance company or agent.
4. policyholder rights, and
5. a list of consumer publications and services available through the Department.

YOU MAY ALSO WRITE TO
THE TEXAS DEPARTMENT OF
INSURANCE
P.O. Box 12030
Austin, TX 78711-2030
FAX NO. (512) 490-1007

AVISO IMPORTANTE

PARA INFORMACION, O
PARA SOMETER UNA QUEJA
LLAME AL NUMERO GRATIS

1-800-729-1902

TAMBIEN
PUEDE COMUNICARSE CON
EL DEPARTAMENTO DE SEGUROS
DE TEXAS AL

1-800-252-3439

para obtener informacion sobre:

1. como someter una queja en contra de una compania de seguros o agente de seguros,
2. si una compania de seguros o agente de seguros tiene licencia,
3. quejas recibidas en contra de una compania de seguros o agente de seguros,
4. los derechos del asegurado, y
5. una lista de publicaciones y servicios para consumidores disponibles a traves del Departamento.

TAMBIEN PUEDE ESCRIBIR AL
DEPARTAMENTO DE SEGUROS DE
TEXAS
P.O. Box 12030
Austin, TX 78711-2030
FAX NO. (512) 490-1007

TEXAS TITLE INSURANCE INFORMATION

Title insurance insures you against loss resulting from certain risks to your title. The commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The commitment is a legal document. You should review it carefully to completely understand it before your closing date.	El seguro de titulo le asegura en relacion a perdidas resultantes de ciertos riesgos que pueden afectar el titulo de su propiedad. El Compromiso para Seguro de Titulo es la promesa de la compania aseguradora de titulos de emitir la poliza de seguro de titulo. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y entenderlo completamente antes de la fecha para finalizar su transaccion.

Your commitment for Title Insurance is a legal contract between you and us. The Commitment is not an opinion or report of your title. It is a contract to issue you a policy subject to the Commitment's terms and requirements.

Before issuing a Commitment for Title Insurance (the Commitment) or a Title Insurance Policy (the Policy), the title insurance Company (the Company) determines whether the title is insurable. This determination has already been made. Part of that determination involves the Company's decision to insure the title except for certain risks that will not be covered by the Policy. Some of these risks are listed in Schedule B of the attached Commitment as Exceptions. Other risks are stated in the Policy as Exclusions. These risks will not be covered by the Policy. The Policy is not an abstract of title nor does a Company have an obligation to determine the ownership of any mineral interest.

MINERALS AND MINERAL RIGHTS may not be covered by the Policy. The Company may be unwilling to insure title unless there is an exclusion or an exception as to Minerals and Mineral Rights in the Policy. Optional endorsements insuring certain risks involving minerals, and the use of improvements (excluding lawns, shrubbery and trees) and permanent buildings may be available for purchase. If the title insurer issues the title policy with an exclusion or exception to the minerals and mineral rights, neither this Policy, nor the optional endorsements, ensure that the purchaser has title to the mineral rights related to the surface estate.

Another part of the determination involves whether the promise to insure is conditioned upon certain requirements being met. Schedule C of the Commitment lists these requirements that must be satisfied or the Company will refuse to cover them. You may want to discuss any matters shown in Schedules B and C of the Commitment with an attorney. These matters will affect your title and your use of the land.

When your Policy is issued, the coverage will be limited by the Policy's Exceptions, Exclusions and Conditions, defined below.

- EXCEPTIONS are title risks that a Policy generally covers but does not cover in a particular instance. Exceptions are shown on Schedule B or discussed in Schedule C of the Commitment. They can also be added if you do not comply with the Conditions section of the Commitment. When the Policy is issued, all Exceptions will be on Schedule B of the Policy.

- EXCLUSIONS are title risks that a Policy generally does not cover. Exclusions are contained in the Policy but not shown or discussed in the Commitment.

- CONDITIONS are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 1-800-729-1902 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

You can also get a brochure that explains the policy from the Texas Department of Insurance by calling 1-800-252-3439.

Before the Policy is issued, you may request changes in the Policy. Some of the changes to consider are:

- Request amendment of the "area and boundary" exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey and comply with other requirements of the Company. On the Owner's Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company and if the Company's other requirements are met, your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy. Whether or not you request amendment of the "area and boundary" exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.

- Allow the Company to add an exception to "rights of parties in possession". If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement holders who occupy the land. The Company may charge you for the inspection. If you want to make your own inspection, you must sign a Waiver of Inspection form and allow the Company to add this exception to your Policy.

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.

COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 2128106	Effective Date: September 10, 2023 at 8:00AM
CLOSER: Ron Rush	Issued: September 20, 2023 7:49AM

1. The policy or policies to be issued are:

   a. OWNER'S POLICY OF TITLE INSURANCE (Form T-1)
   (Not applicable for improved one-to-four family residential real estate)
   Policy Amount:
   PROPOSED INSURED: State of Texas Department of Transportation

   b. TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE
   -ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)
   Policy Amount: $
   PROPOSED INSURED:

   c. LOAN POLICY OF TITLE INSURANCE (Form T-2)
   Policy Amount:
   PROPOSED INSURED: , and each successor in ownership of the indebtedness secured by the insured mortgage, except a successor who is an obligor under the provisions of Section 12(c) of the Conditions.
   Proposed Borrower: State of Texas Department of Transportation

   d. TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)
   Policy Amount: $
   PROPOSED INSURED:
   Proposed Borrower:

   e. LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)
   Binder Amount: $
   PROPOSED INSURED:
   Proposed Borrower:

   f. OTHER:
   Policy Amount: $
   PROPOSED INSURED:

2. The interest in the land covered by this Commitment is:

   FEE SIMPLE

3. Record title to the land on the Effective Date appears to be vested in:

   City of El Paso

4. Legal description of land:

   See Exhibit "A" Attached Hereto

COMMITMENT FOR TITLE INSURANCE
EXHIBIT “A”
LEGAL DESCRIPTION

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 2128106

Being a total of 2,642,974 square feet or 60.6743 acres of land, situated in the Texas and Pacific Railroad Company Survey, Abstract No. 2405, Section 7, Block 80, Township 1; Texas and Pacific Railroad Company Survey, Abstract No. 2399, Section 17, Block 80, Township 1; and the J. F. Reeves Survey, Abstract No. 10012, Section 8, Block 80, Township 1, Texas and Pacific Railroad Company Surveys, El Paso County, Texas; said 2,642,974 square feet or 60.6743 acres of land being more particularly described by metes and bounds in three (3) parts on attached Exhibit "A".

SEE EXHIBIT “A” ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES.

NOTE: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override Item 2 of Schedule B hereof.

Exhibit

August, 2021
Parcel 8
Page 1 of 15
TXDOTCONNECT Parcel No. P00066032.001, .002 and .003

HIGHWAY:	Spur 320
LIMITS:	From Texas and New Mexico State Line to Loop 375
COUNTY:	El Paso
ACCOUNT NO.:	
ROW CSJ:	0665-02-007
OWNER:	The City of El Paso (for the El Paso Water Utilities Public Service Board)

Property Description for Parcel 8

Being a total of 2,642,974 square feet or 60.6743 acres of land, situated in the Texas and Pacific Railroad Company Survey Abstract No. 2405, Section 7, Block 80, Township 1, Texas and Pacific Railroad Company Survey Abstract No. 2399, Section 17, Block 80, Township 1 and the J. F. Reeves Survey, Abstract No. 10012, Section 8, Block 80, Township 1, Texas and Pacific Railroad Company Surveys, El Paso County, Texas and being part of a tract of land conveyed to City of El Paso (for the El Paso Water Utilities Public Service Board) by Document No. 20030066805 recorded in the Official Public Records of Real Property El Paso County (O.P.R.R.P.E.P.C.) and being more particularly described by metes and bounds in three (3) parts as follows;

Part 1:

Being 520,531 square feet or 11.9497 acres of land out of a 44.6 acre tract of land known as Parcel 1 as conveyed to The City of El Paso by said Document No. 20030066805, situated in said Texas and Pacific Railroad Company Survey, Abstract No. 2405, Section 7, Block 80, Township 1, Texas and Pacific Railroad Company Surveys, El Paso County, Texas;

COMMENCING, at a 5/8-inch iron rod with plastic cap stamped "TX 5337" found for the common corner of said Sections 7 and 8, Block 80, Township 1, Texas and Pacific Railroad Company Surveys, same being an interior corner of a called 432.88 acre tract of land known as Parcel 2 as conveyed to The City of El Paso by said Document No. 20030066805, O.P.R.R.P.E.P.C.;

THENCE, North 02°04'15" East, with the common boundary of said Sections 7 and 8, Block 80, at a distance of 1,322.25 feet pass the common corner of said City of El Paso Parcel 1 and Parcel 2 and a tract of land conveyed to the City of El Paso by deed recorded in Volume 1186, Page 178, El Paso County Deed Records (E.P.C.D.R.) continuing for a total distance of 1,418.43 feet to a 5/8-inch iron rod with TxDOT aluminum cap found on the southerly right-of-way line of the proposed Spur 320 and beginning of a curve to the left for the **POINT OF BEGINNING** of the herein described parcel and beginning of a Denial of Access Line, having coordinates of N=10,736,044.05 and E=418,931.93, located 175.03 feet right of proposed Spur 320 Baseline Station 825+21.92;

1. **THENCE**, with said proposed southerly right-of-way and Denial of Access Line, said curve to the left, having a radius of 5,825.00 feet, an arc length of 1,499.04 feet, a central angle of 14 degrees 44 minutes 41 seconds, and a chord which bears North 60°14'40" West, a distance of 1,494.91 feet to a 5/8-inch iron rod with TxDOT aluminum cap found on the common boundary of said Parcel 1, City of El Paso tract and said City of El Paso tract recorded in Volume 1186, Page 178, E.P.C.D.R., for the end of said curve to the left and a westerly corner of the herein described parcel and the end of said Denial of Access Line, located 175.05 feet right of proposed Spur 320 Baseline Station 809+77.83;

2. **THENCE,** North 02°03'41" East, with the common boundary of said City of El Paso tracts, a distance of 371.85 feet to a 5/8-inch iron rod with TxDOT aluminum cap found on the northerly right-of-way of said proposed Spur 320, at the beginning of a curve to the right for the most northerly corner herein described parcel and beginning of a Denial of Access Line, located 175.00 feet left of proposed Spur 320 Baseline Station 808+52.34;

3. **THENCE,** with said proposed northerly right-of-way and Denial of Access Line said curve to the right having a radius of 6,175.00 feet, an arc length of 1,475.93 feet, a central angle of 13 degrees 41 minutes 41 seconds, and a chord which bears South 61°58'02" East, a distance of 1,472.42 feet to a 5/8-inch iron rod with TxDOT aluminum cap found on the common boundary of Sections 7 and said Block 80 and the common boundary of the aforesaid City of El Paso tracts for the end of said curve to the right and end of said Denial of Access Line for a northerly corner of the herein described parcel, located 175.00 feet left of proposed Spur 320 Baseline Station 822+86.44;

4. **THENCE,** South 02°04'15" West, with the common boundary of said Sections 7 and 8, and the common boundary of same City of El Paso tracts, a distance of 421.81 feet to the **POINT OF BEGINNING** and containing 520,531 square feet or 11.9497 acres of land.

Part 2:

Being 513,564 square feet or 11.7898 acres of land, out of a 432.88 acre tract of land known as Parcel 2 as conveyed to City of El Paso (for the El Paso Water Utilities Public Service Board) by said Document No. 20030066805 O.P.R.R.P.E.P.C., situated in said J. F. Reeves Survey, Abstract No. 10012, Texas and Pacific Railroad Company Surveys, El Paso County, Texas;

COMMENCING, at a 5/8-inch iron rod with plastic cap stamped "TX 5337" found for the common corner of Sections 8 and 17, Block 80, Township 1, said Texas and Pacific Railroad Company Surveys, same being an interior corner of said Parcel 2, City of El Paso tract;

THENCE, South 86°49'00" East, with the common boundary of Sections 8 and 17, said Block 80, a distance of 1,321.23 feet to the common corner of said City of El Paso Parcel 2 and said City of El Paso tract recorded in Volume 1186, Page 178, E.P.C.D.R.;

Exhibit

THENCE, North 03°04'45" East, with the common boundary of said City of El Paso tracts, a distance of 158.03 feet to a 5/8-inch iron rod with TxDOT aluminum cap found on the southerly right-of-way line of the proposed Spur 320 and beginning of a curve to the left for the **POINT OF BEGINNING** of the herein described parcel and beginning of a Denial of Access Line, having coordinates of N=10,734,710.98 and E=420,208.35, located 175.01 feet right of proposed Spur 320 Baseline Station 844+31.04;

1. **THENCE,** with said proposed southerly right-of-way and Denial of Access Line, said curve to the left, having a radius of 5,825.00 feet, an arc length of 1,265.25 feet, a central angle of 12 degrees 26 minutes 43 seconds, and a chord which bears North 40°51'50" West, a distance of 1,262.76 feet to a TxDOT Type II brass cap monument found for a southerly corner of the herein described parcel, located 175.03 feet right of proposed Spur 320 Baseline Station 831+27.78;

2. **THENCE,** South 40°37'12" West, with said proposed southerly right-of-way and Denial of Access Line, a distance of 243.31 feet to a TxDOT Type II brass cap monument found for a southerly corner of the herein described parcel, located 418.13 feet right of proposed Spur 320 Baseline Station 831+38.25;

3. **THENCE,** North 48°55'04" West, continuing with said proposed southerly right-of-way and Denial of Access Line, a distance of 249.68 feet to a TxDOT Type II brass cap monument found for a southerly corner of the herein described parcel, located 420.97 feet right of proposed Spur 320 Baseline Station 828+69.79;

4. **THENCE,** North 41°04'56" East, continuing with said proposed southerly right-of-way and Denial of Access Line, a distance of 245.95 feet to a TxDOT Type II brass cap monument found at the beginning of a curve to the left, for a southerly corner of the herein described parcel, located 175.03 feet right of proposed Spur 320 Baseline Station 828+72.58;

5. **THENCE,** with said proposed southerly right-of-way and Denial of Access Line, said curve to the left, having a radius of 5,825.00 feet, an arc length of 176.25 feet, a central angle of 01 degrees 44 minutes 01 seconds, and a chord which bears North 50°23'24" West, a distance of 176.24 feet to a 5/8-inch iron rod with TxDOT aluminum cap found on the common boundary of said City of El Paso Parcel 2 and said City of El Paso tract recorded in Volume 1186, Page 178, E.P.C.D.R, for the end of said curve to the left and said Denial of Access Line, and a northerly corner of the herein described parcel, located 175.03 feet right of proposed Spur 320 Baseline Station 826+91.04;

6. **THENCE,** South 87°55'30" East, with the common boundary of the aforesaid City of El Paso tracts, a distance of 558.86 feet to a 5/8-inch iron rod with TxDOT aluminum cap found on the northerly right-of-way of said proposed Spur 320, at the beginning of a curve to the right for northerly corner of the herein described parcel and beginning of a Denial of Access Line, located 175.00 feet left of proposed Spur 320 Baseline Station 831+26.98;

7. **THENCE,** with said proposed northerly right-of-way and Denial of Access Line, said curve to the right having a radius of 6,175.00 feet, an arc length of 908.84 feet, a central angle of 08 degrees 25 minutes 58 seconds, and a chord which bears South 42°52'37" East, a distance of 908.02 feet to a 5/8-inch iron rod with TxDOT aluminum cap found on the common boundary of same City of El Paso tracts for an easterly corner of the herein described parcel and end of said curve to the right and Denial of Access Line, located 175.00 feet left of proposed Spur 320 Baseline Station 840+10.06;

8. **THENCE,** South 03°04'45" West, with the common boundary of said City of El Paso tracts, a distance of 547.27 feet to the **POINT OF BEGINNING** and containing 513,564 square feet or 11.7898 acres of land.

Part 3:

Being 1,608,879 square feet or 36.9348 acres of land, out of said 432.88 acre tract of land known as Parcel 2 as conveyed to The City of El Paso (for the El Paso Water Utilities Public Service Board) by Document No. 20030066805, situated in Texas and Pacific Railroad Company Survey, Abstract No. 2399, Section 17, Block 80, Township 1, Texas and Pacific Railroad Company Surveys, El Paso County, Texas;

COMMENCING, at a 5/8-inch iron rod with plastic cap stamped "TX 5337" found for the common corner of Sections 8 and 17, Block 80, Township 1, said Texas and Pacific Railroad Company Surveys, same being an interior corner of said City of El Paso Parcel 2;

THENCE, South 86°49'00" East, with the common boundary of Sections 8 and 17, said Block 80, at a distance of 1,321.23 feet pass the common corner of said Parcel 2 City of El Paso tract and said City of El Paso tract recorded in Volume 1186, Page 178, E.P.C.D.R., continuing with the aforesaid City of El Paso tracts, for a total distance of 1,439.40 feet to a 5/8-inch iron rod with TxDOT aluminum cap found on the westerly right-of-way line of the proposed Spur 320 and end of a Denial of Access Line, for a northerly corner and **POINT OF BEGINNING** of the herein described parcel, having coordinates of N=10,734,546.62 and E=420,317.84, located 175.01 feet right of proposed Spur 320 Baseline Station 846+34.48;

1. **THENCE,** South 86°49'00" East, with the common boundary of Sections 8 and 17, said Block 80 and the common boundary of said City of El Paso tracts a distance of 425.76 feet to a 5/8-inch iron rod found on the easterly right-of-way line of said proposed Spur 320, at the beginning of a curve to the right for a northerly corner of the herein described parcel and beginning of a Denial of Access Line, located 175.00 feet left of proposed Spur 320 Baseline Station 848+77.01;

2. **THENCE,** with said proposed easterly right-of-way and Denial of Access Line, said curve to the right, having a radius of 6,175.00 feet, an arc length of 610.85 feet, a central angle of 05 degrees 40 minutes 04 seconds, and a chord which bears South 27°32'52" East, a distance of 610.60 feet to a TxDOT Type II brass cap monument found for an easterly corner of the herein described parcel, located 175.00 feet left of proposed Spur 320 Baseline Station 854+70.55;
3. **THENCE,** South 24°42'50" East, with said proposed easterly right-of-way and Denial of Access Line, a distance of 1,537.83 feet to a TxDOT Type II brass cap monument found for an easterly corner and beginning of a curve to the right of the herein described parcel, located 175.00 feet left of proposed Spur 320 Baseline Station 870+08.39;

4. **THENCE,** with said proposed easterly right-of-way and Denial of Access Line, said curve to the right, having a radius of 3,023.00 feet, an arc length of 319.39 feet, a central angle of 06 degrees 03 minutes 13 seconds, and a chord which bears South 27°35'11" East, a distance of 319.24 feet to a TxDOT Type II brass cap monument found for an easterly corner of the herein described parcel, located 191.00 feet left of proposed Spur 320 Baseline Station 873+27.23;

CONTINUING, with said proposed easterly right-of-way and Denial of Access Line the following calls, each to a TxDOT Type II brass cap monument found for an easterly corner of the herein described parcel;

5. **THENCE,** South 26°28'35" East, a distance of 520.00 feet, located 206.99 feet left of proposed Spur 320 Baseline Station 878+46.98;

6. **THENCE,** South 24°42'53" East, a distance of 440.60 feet, located 207.00 feet left of proposed Spur 320 Baseline Station 882+87.58;

7. **THENCE,** South 23°15'32" East, a distance of 175.15 feet, located 202.55 feet left of proposed Spur 320 Baseline Station 884+62.68;

8. **THENCE,** North 66°58'59" East, a distance of 17.33 feet, located 219.87 feet left of proposed Spur 320 Baseline Station 884+63.19;

9. **THENCE,** South 23°00'57" East, a distance of 62.32 feet, located 218.03 feet left of proposed Spur 320 Baseline Station 885+25.49;

10. **THENCE,** South 66°59'01" West, a distance of 17.07 feet, located 200.97 feet left of proposed Spur 320 Baseline Station 885+24.98;

11. **THENCE,** South 23°15'26" East, a distance of 231.35 feet, located 195.08 feet left of proposed Spur 320 Baseline Station 887+56.26;

12. **THENCE,** North 65°17'11" East, a distance of 22.85 feet, located 217.94 feet left of proposed Spur 320 Baseline Station 887+56.26;

13. **THENCE,** South 26°04'34" East, continuing with said proposed easterly right-of-way and Denial of Access Line, a distance of 79.90 feet to a TxDOT Type II brass cap monument found on the northerly right-of-way line of U.S. Highway 54, a 400.00 feet wide right-of-way as described by deed recorded in Volume 1202, Page 2447, E.P.C.D.R., for an easterly corner of the herein described parcel and end of said Denial of Access Line, located 219.84 feet left of proposed Spur 320 Baseline Station 888+36.13;

14. **THENCE,** South 51°37'39" West, with the northerly right-of-way of said U.S. Highway 54, a distance of 468.60 feet to a TxDOT Type II brass cap monument found on the westerly right-of-way line of the proposed Spur 320 for the most southerly corner of the herein described parcel and beginning of a Denial of Access Line, located 235.52 feet right of proposed Spur 320 Baseline station 889+46.79;

15. **THENCE,** North 24°42'50" West, with said proposed westerly right-of-way of the proposed Spur 320 and Denial of Access Line, a distance of 78.21 feet to a TxDOT Type II brass cap monument found for a westerly corner of the herein described parcel, located 235.52 feet right of proposed Spur 320 Baseline Station 888+68.58;

16. **THENCE,** North 65°17'18" East, with said proposed westerly right-of-way and Denial of Access Line, a distance of 12.61 feet to a TxDOT Type II brass cap monument found for a westerly corner of the herein described parcel, located 222.90 feet right of proposed Spur 320 Baseline Station 888+68.58;

17. **THENCE,** North 24°42'50" West, continuing with said proposed westerly right-of-way and Denial of Access Line, a distance of 333.76 feet to a TxDOT Type II brass cap monument found for a westerly corner of the herein described parcel, located 222.90 feet right of proposed Spur 320 Baseline Station 885+34.82;

18. **THENCE,** South 65°17'05" West, continuing with said proposed westerly right-of-way and Denial of Access Line, a distance of 10.00 feet to a TxDOT Type II brass cap monument found for a westerly corner of the herein described parcel, located 232.90 feet right of proposed Spur 320 Baseline Station 885+34.82;

19. **THENCE,** North 24°42'50" West, continuing with said proposed westerly right-of-way and Denial of Access Line, a distance of 62.34 feet to a TxDOT Type II brass cap monument found for a westerly corner of the herein described parcel, located 232.90 feet right of proposed Spur 320 Baseline Station 884+72.48;

20. **THENCE,** North 65°26'38" East, continuing with said proposed westerly right-of-way and Denial of Access Line, a distance of 10.01 feet to a TxDOT Type II brass cap monument found at the beginning of a curve to the right for a westerly corner of the herein described parcel, located 222.90 feet right of proposed Spur 320 Baseline Station 884+72.50;

21. **THENCE,** continuing with said proposed westerly right-of-way and Denial of Access Line, said curve to the right, having a radius of 2,118.94 feet, an arc length of 162.19 feet, a central angle of 04 degrees 23 minutes 08 seconds, and a chord which bears North 22°21'48" West, a distance of 162.15 feet to a TxDOT Type II brass cap monument found for a westerly corner of the herein described parcel, located 216.25 feet right of proposed Spur 320 Baseline Station 883+10.49;

22. **THENCE,** North 20°07'53" West, continuing with said proposed westerly right-of-way and Denial of Access Line, a distance of 120.17 feet to a TxDOT Type II brass cap monument found for a westerly corner of the herein described parcel, located 206.65 feet right of proposed Spur 320 Baseline Station 881+90.70;

23. **THENCE,** North 18°44'56" West, continuing with said proposed westerly right-of-way and Denial of Access Line, a distance of 252.41 feet to a TxDOT Type II brass cap monument concrete found at the beginning of a curve to the left for a westerly corner of the herein described parcel, located 180.41 feet right of proposed Spur 320 Baseline Station 879+39.66;

24. **THENCE,** with said proposed westerly right-of-way and Denial of Access Line, said curve to the left, having a radius of 1,000.00 feet, an arc length of 104.11 feet, a central angle of 05 degrees 57 minutes 55 seconds, and a chord which bears North 21°43'52" West, a distance of 104.06 feet to a TxDOT Type II brass cap monument found for a westerly corner of the herein described parcel, located 175.00 feet right of proposed Spur 320 Baseline Station 878+35.74;

25. **THENCE,** North 24°42'49" West, continuing with said proposed westerly right-of-way and Denial of Access Line, a distance of 110.49 feet to a TxDOT Type II brass cap monument concrete found for a westerly corner of the herein described parcel, located 175.00 feet right of proposed Spur 320 Baseline Station 877+25.25;

26. **THENCE,** South 66°56'07" West, continuing with said proposed westerly right-of-way and Denial of Access Line, a distance of 283.18 feet to a TxDOT Type II brass cap monument concrete found for a westerly corner of the herein described parcel, located 458.06 feet right of proposed Spur 320 Baseline Station 877+17.10;

27. **THENCE,** North 23°03'53" West, continuing with said proposed westerly right-of-way and Denial of Access Line, a distance of 272.00 feet to a TxDOT Type II brass cap monument concrete found for a westerly corner of the herein described parcel, located 450.23 feet right of proposed Spur 320 Baseline Station 874+45.22;

28. **THENCE,** North 66°56'07" East, continuing with said proposed westerly right-of-way and Denial of Access Line, a distance of 275.34 feet to a TxDOT Type II brass cap monument concrete found for a westerly corner of the herein described parcel, located 175.00 feet right of proposed Spur 320 Baseline Station 874+53.14;

29. **THENCE,** North 24°42'50" West, continuing with said proposed westerly right-of-way and Denial of Access Line, a distance of 1,982.59 feet to a TxDOT Type II brass cap monument concrete found at the beginning of a curve to the left for a westerly corner of the herein described parcel, located 175.00 feet right of proposed Spur 320 Baseline Station 854+70.55;

30. **THENCE,** continuing with said proposed westerly right-of-way of the proposed Spur 320 and Denial of Access Line, said curve to the left, having a radius of 5,825.00 feet, an arc length of 811.69 feet, a central angle of 07 degrees 59 minutes 02 seconds, and a chord which bears North 28°42'24" West, a distance of 811.03 feet to the **POINT OF BEGINNING** and containing 1,608,879 square feet or 36.9348 acres of land, and containing a combined 2,642,974 square feet or 60.6743 acres of land within Parts 1, 2 & 3.

Note: Survey Plat to accompany this legal description.

Note: Access is prohibited across the "Denial of Access Line" to the highway facility from the remainder of the abutting property.

Bearings and coordinates are based upon the Texas Coordinate System of 1983, Central Zone (4203), NAD 83(2011) and are referenced to the TxDot RTN, Mount point NAD83_(2010)-West_VRS_RTCM. All distances and coordinates shown are surface values and may be converted to state plane values by dividing by the surface adjustment factor of 1.000231. The Unit of Measure is the U.S. Survey Foot.

I, Scott M. Fertak, a Registered Professional Land Surveyor, do hereby certify that this property description is a true and correct representation of a survey made on the ground, under my direction and supervision.

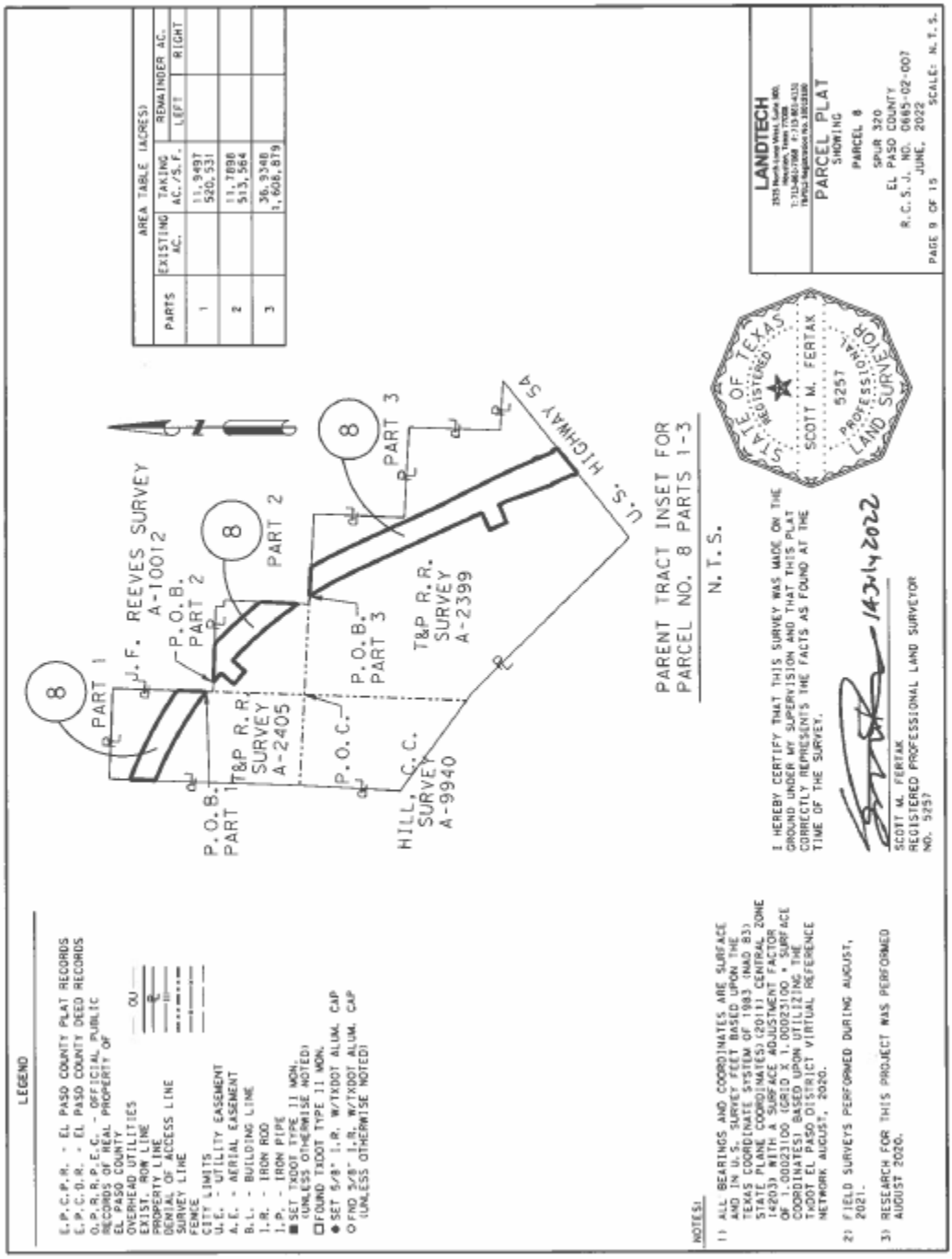


14 July 2022

Scott M. Fertak
Registered Professional Land Surveyor
No. 5257

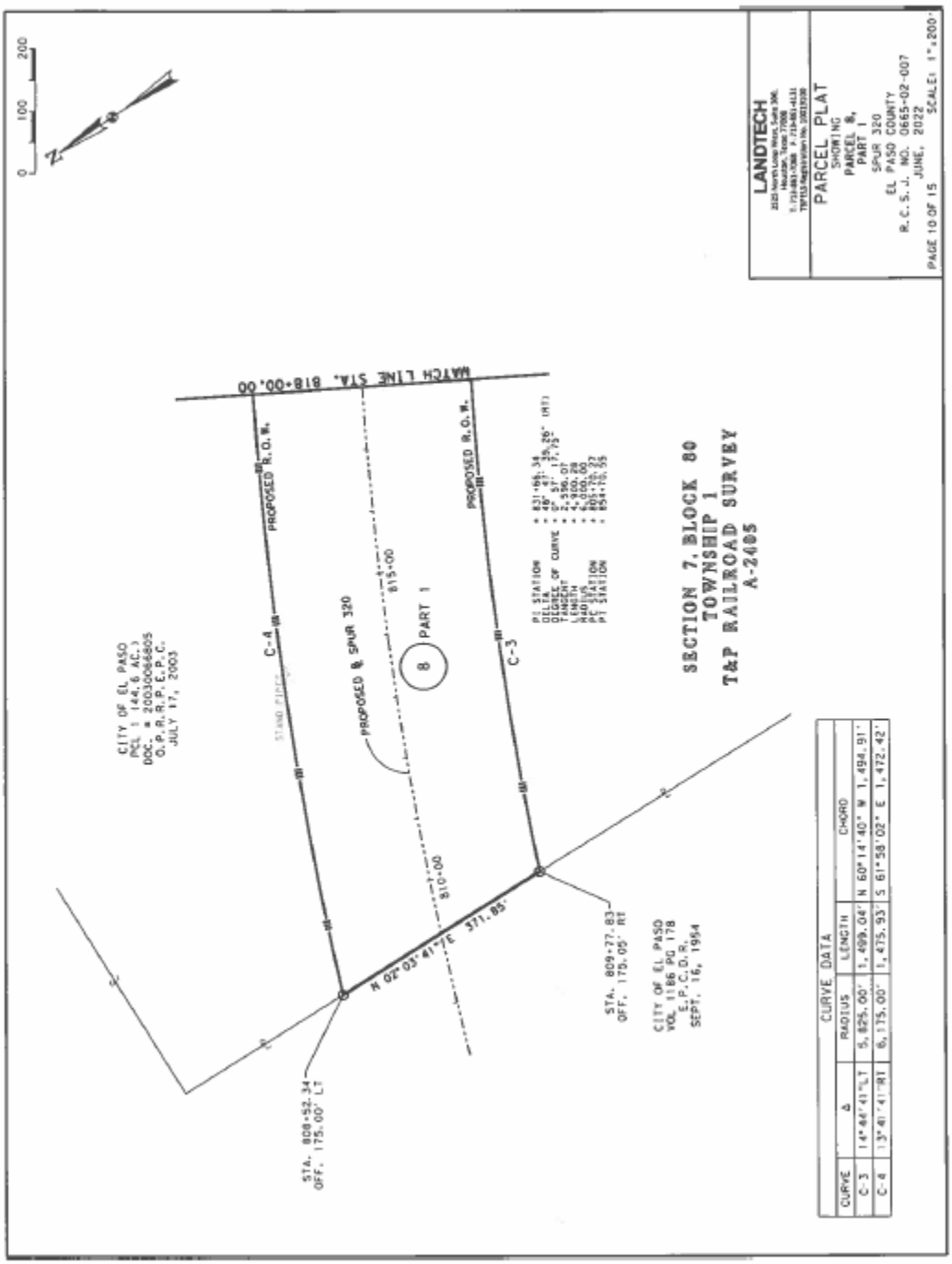
COMMITMENT FOR TITLE INSURANCE
EXHIBIT "A"
LEGAL DESCRIPTION

ISSUED BY
STEWART TITLE GUARANTY COMPANY



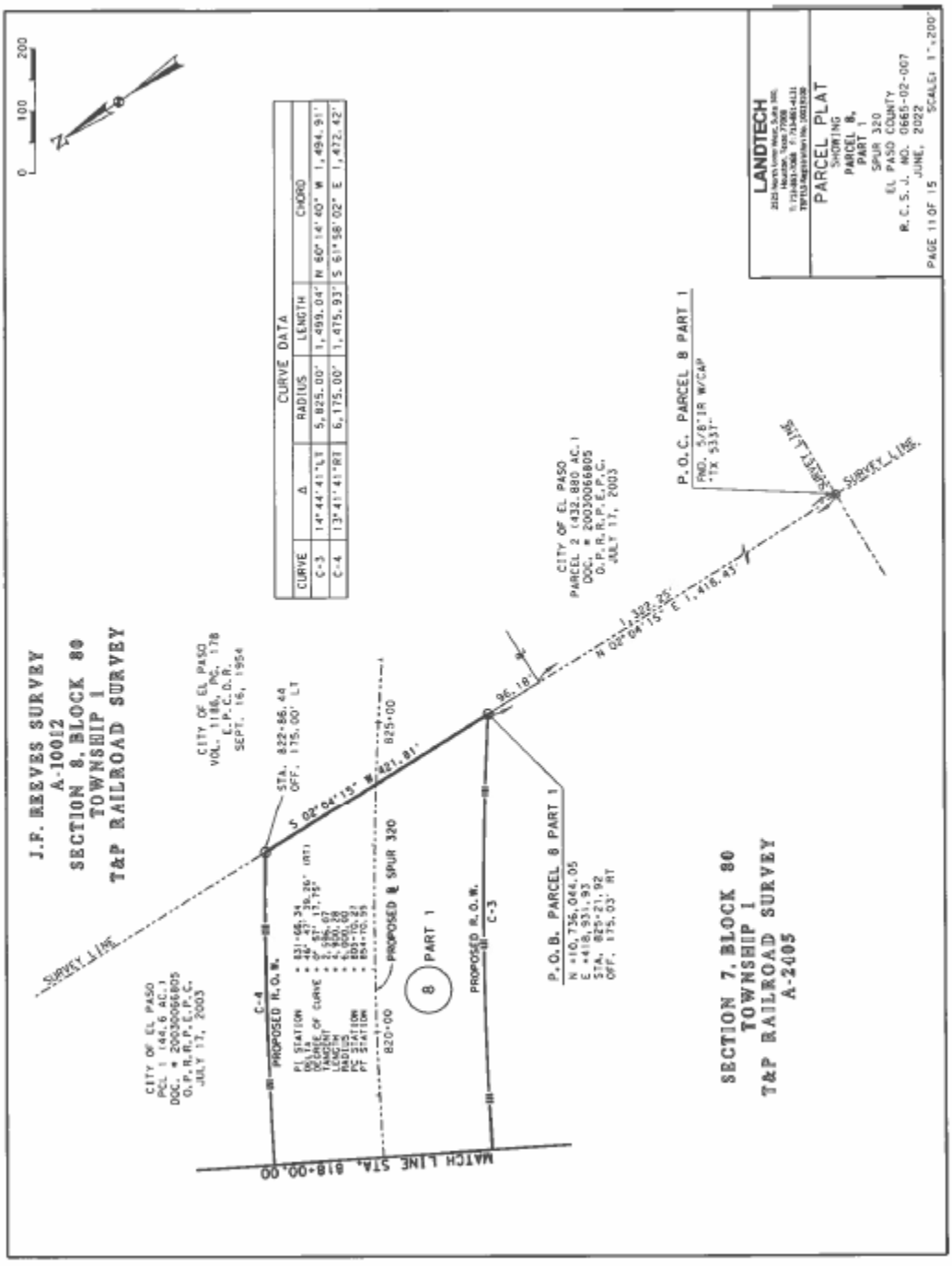
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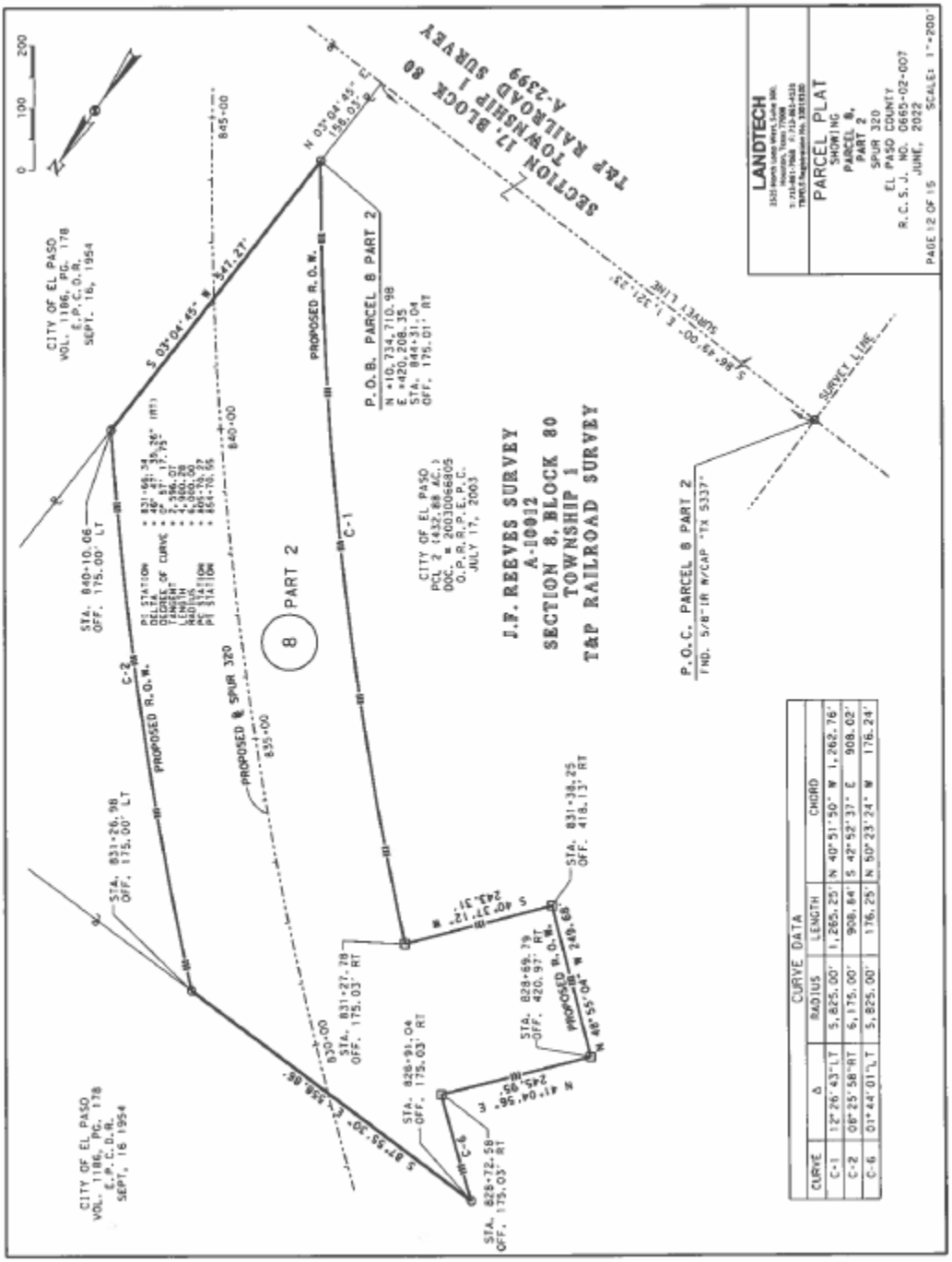
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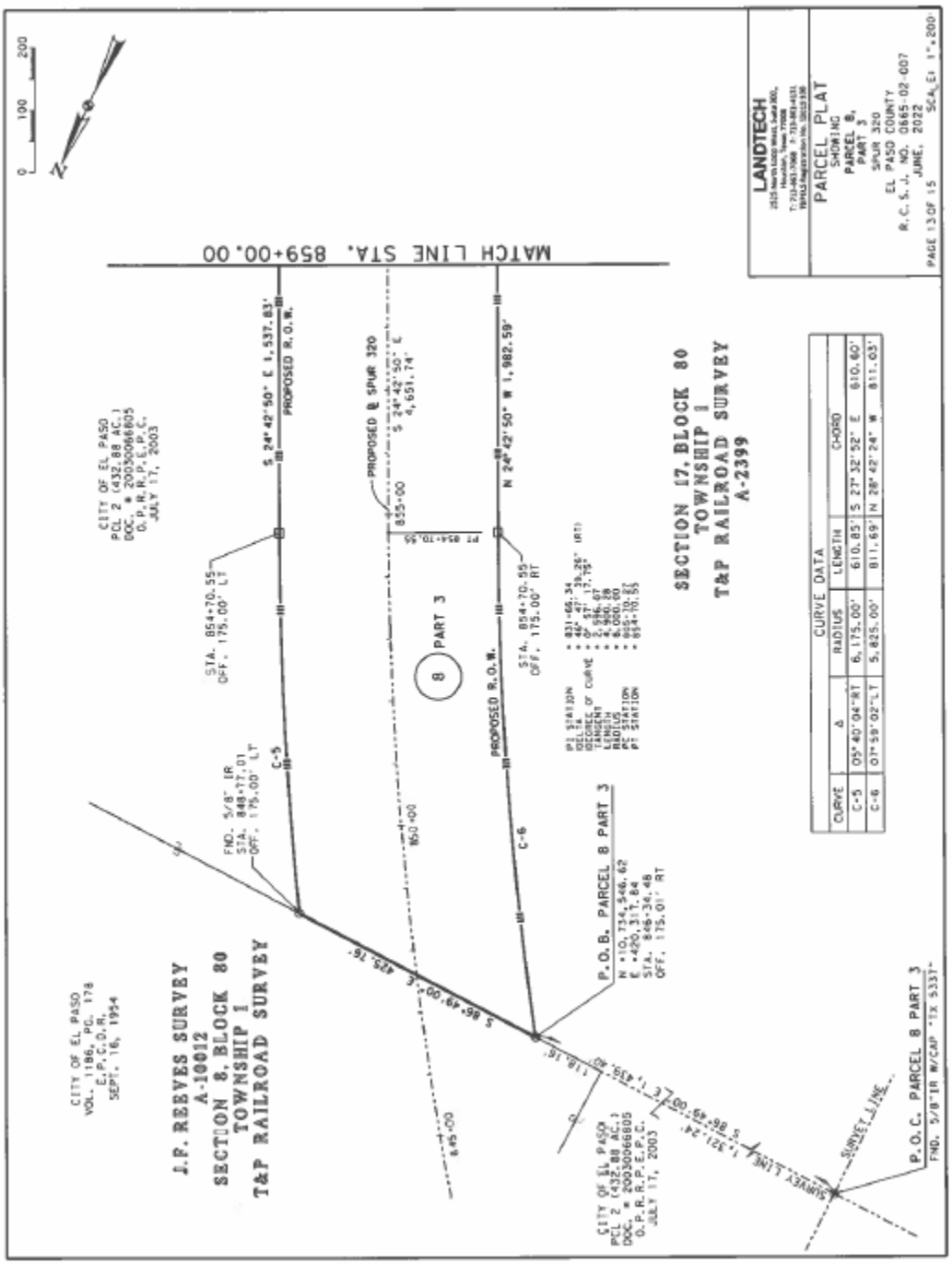
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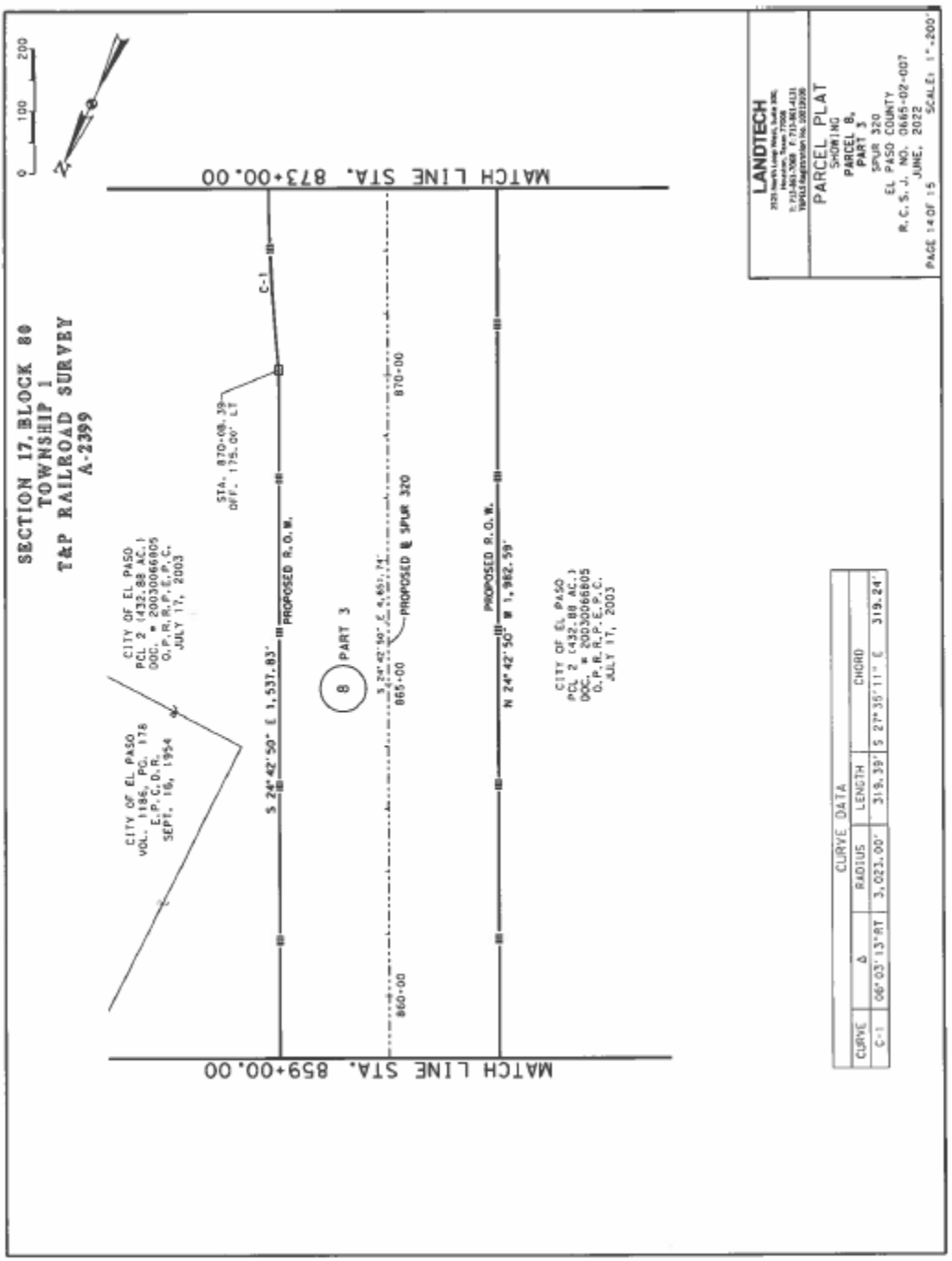
COMMITMENT FOR TITLE INSURANCE
EXHIBIT "A"
LEGAL DESCRIPTION

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STEWART TITLE GUARANTY COMPANY



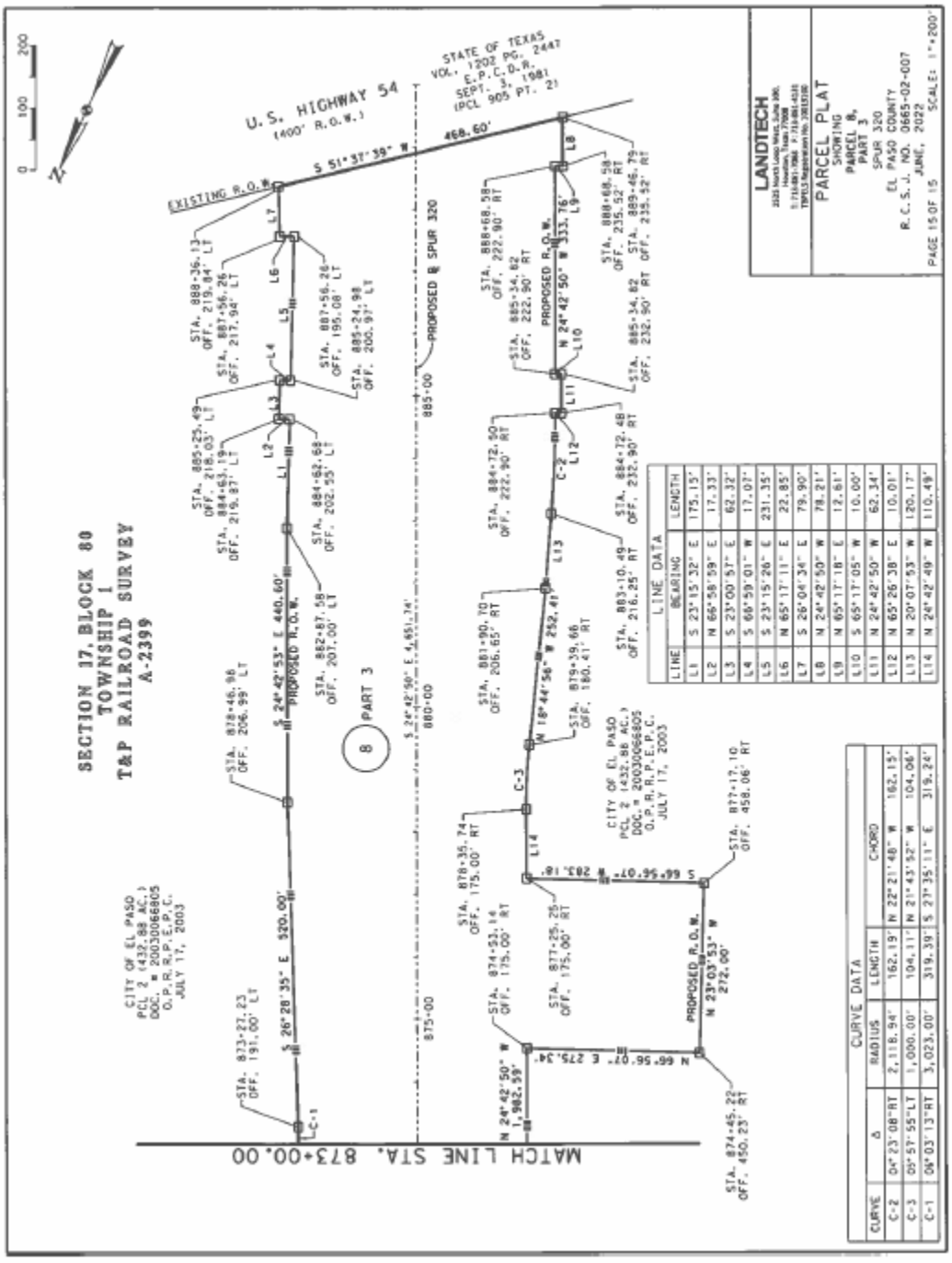
COMMITMENT FOR TITLE INSURANCE
EXHIBIT "A"
LEGAL DESCRIPTION

ISSUED BY
STEWART TITLE GUARANTY COMPANY



COMMITMENT FOR TITLE INSURANCE
EXHIBIT "A"
LEGAL DESCRIPTION

ISSUED BY
STEWART TITLE GUARANTY COMPANY



COMMITMENT FOR TITLE INSURANCE
SCHEDULE B

ISSUED BY
STEWART TITLE GUARANTY COMPANY

EXCEPTIONS FROM COVERAGE

In addition to the Exclusions and Conditions and Stipulations, your policy will not cover loss, costs, attorney's fees and expenses resulting from:

~~1. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception.):~~

2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements. Upon receipt of an approved survey, Schedule B, Item 2 may be modified to read in its entirety, "Shortages in area" (Loan Policy only or Owner's Title Policy with prescribed premium.)

3. Homestead or community property or survivorship rights, if any, of any spouse of any insured. (Applies to the Owner's Policy only.)

4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
   a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs, or oceans, or

   b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or

   c. to filled-in lands, or artificial islands, or

   d. to statutory water rights, including riparian rights, or

   e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.
   (Applies to the Owner's Policy only.)

5. Standby fees, taxes and assessments by any taxing authority for the year 2023 and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Loan Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year 2023 and subsequent years.")

6. The terms and conditions of the documents creating your interest in the land.

7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)

8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy T-2 only.)

9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan Policy of Title Insurance (T-2R) only.) Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy of Title Insurance. (T-2R)

10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):

    a) Rights of parties in possession. (Owner Title Policy only)

    b) Any and all leases, recorded and unrecorded, and rights of parties therein.

    c) Easement Agreement dated July 20, 2007, executed by City of El Paso (El Paso Water Utilities Public Service Board) to SFPP, L.P. (Kinder Morgan), of record under Instrument Number 20100065509, as amended under Instrument Number 20130010601, Official Records of El Paso County, Texas.

    d) License Agreement dated August 7, 2013, executed by City of El Paso (El Paso Water Utilities Public Service Board) to Magellan Pipeline L. P., of record under Instrument Numbers 20130059975 and 20130081297, as amended by Instrument Number 20140024886, all Official Records of El Paso County, Texas.

    e) Water Rights Deed dated November 3, 1976, executed by Price's Producers Incorporated to the City of El Paso, of record in Volume 903, Page 450, Deed Records of El Paso County, Texas. (Title to above said interests have not been investigated subsequent to the execution date of cited instruments. The Company makes no representation as to the present ownership of any such interests.)

    f) Confirmation of Reservation of Minerals dated August 2, 1984, executed by Price's Procucers Incorporated, et al to the Public, recorded in Volume 1481, Page 1492, Official Records, El Paso County, Texas. (Title to the aforesaid estate has not been investigated subsequent to date of said instrument.)

    g) All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interests that are not listed.

    h) All leases, grants, exceptions or reservations of the geothermal energy and associated resources below the surface of the land, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of the geothermal energy and associated resources below the surface of the land that are not listed.

COMMITMENT FOR TITLE INSURANCE
SCHEDULE C

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Your Policy will not cover loss, costs, attorneys' fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.

2. Satisfactory evidence must be provided that:

   - no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
   - all standby fees, taxes, assessments and charges against the property have been paid,
   - all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialman's liens have attached to the property,
   - there is legal right of access to and from the land,
   - (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.

3. You must pay the seller or borrower the agreed amount for your property or interest.

4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.

5. Note: Procedural Rule P-27 as provided for in Section 2561.202, Texas Insurance Code requires that "Good Funds" be received and deposited before a Title Agent may disburse from its Trust Fund Account. Procedural Rule P-27 provides a list of the types of financial documents and instruments which satisfy this requirement. Please be advised that we reserve the right to determine on a case-by-case basis what form of good funds is acceptable.

6. FOR INFORMATION ONLY: The vesting on Schedule A is by virtue of deeds recorded in Volume 4352, Page 569; Volume 4352, Page 577; Volume 4352, Page 585 and Volume 4352, Page 593; as corrected in Volume 4614, Page 353, Volume 4614, Page 361, Volume 4614, Page 369 and Volume 4614, Page 377, all Deed Records of El Paso County, Texas.

7. Note: An Affidavit was styled "Notice of Claim to the Ysleta Grant and Aboriginal Title Areas" and was filed in Volume 2553, Page 1958, Real Property Records, El Paso County, Texas. The memorandum attached to this Affidavit states that "the claim is one for return of possession from third parties of all lands contained within the Ysleta, Senecu, Socorro and Ascarate Grants in El Paso County, Texas (based on aboriginal title and specific Spanish and Mexican Grants); as well as the balance of El Paso County and all of Hudspeth, Culberson, Jeff Davis, Brewster and Presidio Counties, Texas (based on aboriginal title only); and for damages for trespass and unlawful occupation and use." Upon request to the company, you may receive a copy of the Affidavit and memorandum. THE POLICY TO BE ISSUED TO YOU WILL NOT EXCEPT TO THE AFFIDAVIT OR CLAIMS REFLECTED BY THE AFFIDAVIT. THIS NOTE IS FOR INFORMATIONAL PURPOSES ONLY.

8. Company requires for its review satisfactory documentation from the City of El Paso authorizing this transaction and naming the party(ies) authorized to sign on its behalf. At the time the Company is furnished these items, the Company may make additional requirements and/or exceptions.

9. NOTE TO CLOSER: No outstanding liens of record, please inquire,

10. File to be updated prior to closing.

COMMITMENT FOR TITLE INSURANCE
SCHEDULE D

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Policy Commitment No.: 2128106

The information contained in this Schedule (D) does not affect title to or the lien upon the land described in Schedule A hereof, to be insured in any policy(ies) of title insurance to be issued in accordance with this Commitment.

As to **Stewart Title Guaranty Company**, the Underwriter herein, the following disclosures are made as of **January 1, 2022:**

A-1. Shareholders owning or controlling, or holding, directly or indirectly, ten percent (10%) or more of the shares of **Stewart Title Guaranty Company** as of the last day of the year preceding the date hereinabove set forth are as follows:
Stewart Information Services Corporation -100%

A-2. The members of the Board of Directors of **Stewart Title Guaranty Company** as of the last day of the year preceding the date hereinabove set forth are as follows: Frederick H. Eppinger, David C. Hisey, John L. Killea, Steven M. Lessack, Tara S. Smith, Brian K. Glaze, Pamela B. O'Brien and Mary P. Thomas.

A-3. The designated officers of **Stewart Title Guaranty Company** as of the last day of the year preceding the date hereinabove set forth are as follows: Frederick H. Eppinger, Chief Executive Officer & President; David C. Hisey, Chief Financial Officer - Secretary & Assistant Treasurer; Brad Rable, Chief Information Officer; Genady Vishnevetsky, Chief Information Security Officer; Emily Kain, Chief Human Resources Officer; Steven M. Lessack, Group President; Tara S. Smith, Group President - Agency Services; John L. Killea, General Counsel & Chief Compliance Officer; Charles M. Craig, Senior Vice President - Associate General Counsel & Senior Underwriting Counsel; James L. Gosdin, Senior Vice President - Chief Underwriting Counsel & Associate General Counsel; John Rothermel, Senior Vice President - Senior Underwriting Counsel; Heidi Junge, Senior Vice President - Regional Underwriting Counsel.

As to **Stewart Title Company** (Title Insurance Agent), the following disclosures are made:

B-1 Shareholders, owners, partners or other persons having, owning or controlling one percent (1%) or more of Title Insurance Agent are as follows: Stewart Title Guaranty Company – 100%

B-2 Shareholders, owners, partners, or other persons having, owning or controlling ten percent (10%) or more of an entity that has, owns or controls one percent (1%) or more of Title Insurance Agent are as follows:
Stewart Information Services Corporation - 100%

B-3 If Title Insurance Agent is a corporation, the following is a list of the members of the Board of Directors:

Frederick H. Eppinger, David C. Hisey, John L. Killea

B-4 If Title Insurance Agent is a corporation, the following is a list of its officers:

Frederick H. Eppinger	Chairman, Chief Executive Officer and President
David C. Hisey	Chief Financial Officer, Assistant Secretary-Treasurer
John L. Killea	Executive Vice President, Chief Legal Officer
Julie Warnock	Secretary, Assistant Treasurer
Scott Gray	Treasurer, Assistant Secretary

C-1. You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving a portion of the premium from the settlement of this transaction will be disclosed on the closing or settlement statement.

You are further advised that the estimated title premium* is:

Owner's Policy	TBD
Loan Policy	$0.00
Endorsement Charges	$25.00
Other	
Total	TBD

Of this total amount 15% will be paid to Stewart Title Guaranty Company; 85% will be retained by the issuing Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:

Amount		To Whom	For Service
$	(or %)		
$	(or %)		
$	(or %)		

“The estimated premium is based upon information furnished to us as of the date of this Commitment for Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance.”

T-7 Commitment Schedule D Revised 1/1/2022

DISCLOSURE REGARDING FUNDS FOR CLOSING

(to be provided with or within the Commitment for Title Insurance)

As Escrow Agent for the Real Estate transaction Stewart Title Company, ("Escrow Agent") has received and/or will receive the buyer's/borrower's funds and/or funds from the buyer's/borrower's lender for disbursement at closing of the transaction.

The seller and the buyer (or the borrower in a refinancing transaction) may request that escrow funds be invested in an interest-bearing account subject to a reasonable administrative fee charged by Escrow Agent and any account terms and conditions negotiated with the financial institution offering the interest bearing account. Otherwise, Escrow Agent shall deposit the earnest money in a demand deposit account that is federally insured to the maximum extent permitted by law. Demand deposit accounts offer immediately available funds for withdrawal after a check has cleared.

Escrow Agent may receive other benefits from the financial institution where the funds are deposited. Based upon the deposit of escrow funds in demand deposit accounts and other relationships with the financial institution, Escrow Agent is eligible to participate in a program whereby it may (i) receive favorable loan terms and earn income from the investment of loan proceeds and (ii) receive other benefits offered by the financial institution.

STEWART TITLE GUARANTY COMPANY

DELETION OF ARBITRATION PROVISION

(Not applicable to the Texas Residential Owner's Policy)

ARBITRATION is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Insurance Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator's award.

Your policy contains an arbitration provision (shown below). It allows you or the Company to require arbitration if the amount of insurance is $2,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. You can do this by signing this form and returning it to the Company at or before the closing of your real estate transaction or by writing to the Company.

The arbitration provision in the Policy is as follows:

> "Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is $2,000,000 or less shall be arbitrated at the option of either the Company or the Insured, unless the Insured is an individual person (as distinguished from an Entity). All arbitrable matters when the Amount of Insurance is in excess of $2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction."

SIGNATURE _____ DATE _____

STEWART INFORMATION SERVICES CORPORATION
GRAMM-LEACH BLILEY PRIVACY NOTICE

This Stewart Information Services Corporation Privacy Notice ("Notice") explains how we and our affiliates and majority-owned subsidiary companies (collectively, "Stewart," "our," or "we") collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of your information. Pursuant to Title V of the Gramm-Leach Bliley Act ("GLBA") and other Federal and state laws and regulations applicable to financial institutions, consumers have the right to limit some, but not all sharing of their personal information. Please read this Notice carefully to understand how Stewart uses your personal information.

The types of personal information Stewart collects, and shares depends on the product or service you have requested.

Stewart may collect the following categories of personal and financial information from you throughout your transaction:

1. Identifiers: Real name, alias, online IP address if accessing company websites, email address, account name, unique online identifier, or other similar identifiers.

2. Demographic Information: Marital status, gender, date of birth.

3. Personal Information and Personal Financial Information: Full name, signature, social security number, address, driver's license number, passport number, telephone number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, credit reports, or any other information necessary to complete the transaction.

Stewart may collect personal information about you from:

1. Publicly available information from government records.
2. Information we receive directly from you or your agent(s), such as your lender or real estate broker.
3. Information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Stewart may use your personal information for the following purposes:

1. To provide products and services to you in connection with a transaction.
2. To improve our products and services.
3. To communicate with you about our affiliates', and others' products and services, jointly or independently.

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers, or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules, and regulations.
- Performing services including maintaining or servicing accounts, providing customer service, processing, or fulfilling orders and transactions, verifying customer information, processing payments.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, your realtor, broker, or a lender). Stewart may disclose your personal information to non-affiliated third-party service providers and vendors to render services to complete your transaction.

We share your personal information with the following categories of third parties:

- Non-affiliated service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- To enable Stewart to prevent criminal activity, fraud, material misrepresentation, or nondisclosure.
- Stewart's affiliated and subsidiary companies.
- Parties involved in litigation and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations, taxing authorities, if required in the transaction.
- Federal and State Regulators, law enforcement and other government entities to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

The law does not require your prior authorization or consent and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or browsing information with non-affiliated third parties, except as required or permitted by law.

Right to Limit Use of Your Personal Information

You have the right to opt-out of sharing of your personal information among our affiliates to directly market to you. To opt-out of sharing your information with affiliates for direct marketing, you may send an "opt out" request to OptOut@stewart.com, or contact us through other available methods provided under "Contact Information" in this Notice. We do not share your Personal Information with nonaffiliates for their use to directly market to you without your consent.

How Stewart Protects Your Personal Information

Stewart maintains physical, technical, and administrative safeguards and policies to protect your personal information.

Contact Information

If you have specific questions or comments about this Notice, the ways in which Stewart collects and uses your information described herein, or your choices and rights regarding such use, please do not hesitate to contact us at:

Phone: Toll Free at 1-866-571-9270
Email: Privacyrequest@stewart.com

Postal Address: Stewart Information Services Corporation
Attn: Mary Thomas, Chief Compliance and Regulatory Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056

Effective Date: January 1, 2020
Updated: August 24, 2023

STEWART INFORMATION SERVICES CORPORATION
PRIVACY NOTICE FOR CALIFORNIA RESIDENTS

Stewart Information Services Corporation and its affiliates and majority-owned subsidiary companies (collectively, "Stewart," "our," or "we") respect and are committed to protecting your privacy. Pursuant to the California Consumer Privacy Act of 2018 ("CCPA") and the California Privacy Rights Act of 2020 ("CPRA"), we are providing this **Privacy Notice ("**CCPA Notice"). This CCPA Notice explains how we collect, use, and disclose personal information, when and to whom we disclose such information, and the rights you, as a California resident have regarding your Personal Information. This CCPA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users, consumers, and others who reside in the State of California or are considered California Residents as defined in the CCPA ("consumers" or "you"). All terms defined in the CCPA & CPRA have the same meaning when used in this Notice.

Personal and Sensitive Personal Information Stewart Collects

Stewart has collected the following categories of personal and sensitive personal information from consumers within the last twelve (12) months:

A. Identifiers. A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.

B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)). A name, signature, Social Security number, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information.

C. Protected classification characteristics under California or federal law. Age, race, color, ancestry, national origin, citizenship, marital status, sex (including gender, gender identity, gender expression), veteran or military status.

D. Commercial information. Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.

E. Internet or other similar network activity. Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.

F. Geolocation data

Stewart obtains the categories of personal and sensitive information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees, or their agents (For example, realtors, lenders, attorneys, brokers, etc.)
- Directly and indirectly from activity on Stewart's website or other applications.
- From third parties that interact with Stewart in connection with the services we provide.

Use of Personal and Sensitive Personal Information

Stewart may use or disclose the personal or sensitive information we collect for one or more of the following purposes:

a. To fulfill or meet the reason for which the information is provided.
b. To provide, support, personalize, and develop our website, products, and services.
c. To create, maintain, customize, and secure your account with Stewart.
d. To process your requests, purchases, transactions, and payments and prevent transactional fraud.
e. To prevent and/or process claims.
f. To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
g. As necessary or appropriate to protect the rights, property or safety of Stewart, our customers, or others.
h. To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
i. To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
j. To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
k. To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
l. Auditing for compliance with federal and state laws, rules, and regulations.
m. Performing services including maintaining or servicing accounts, providing customer service, processing, or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
n. To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal or sensitive information or use the personal or sensitive information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, a realtor, broker, or a lender).

We share your personal information with the following categories of third parties:

a. Service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
b. Affiliated Companies.
c. Parties involved in litigation and attorneys, as required by law.
d. Financial rating organizations, rating bureaus and trade associations.
e. Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information:

Category A: Identifiers
Category B: California Customer Records personal information categories
Category C: Protected classification characteristics under California or federal law
Category D: Commercial Information
Category E: Internet or other similar network activity
Category F: Non-public education information

A. Your Consumer Rights and Choices Under CCPA and CPRA

The CCPA and CPRA provide consumers (California residents as defined in the CCPA) with specific rights regarding their personal information. This section describes your rights and explains how to exercise those rights.

i. Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

ii. Deletion Request Rights

You have the right to request that Stewart delete any personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 *seq.*).
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

iii. Opt-Out of Information Sharing and Selling

Stewart does not share or sell information to third parties, as the terms are defined under the CCPA and CPRA. Stewart only shares your personal information as commercially necessary and in accordance with this CCPA Notice.

iv. Correction of Inaccurate Information

You have the right to request that Stewart correct any inaccurate information maintained about.

v. Limit the Use of Sensitive Personal Information

You have the right to limit how your sensitive personal information, as defined in the CCPA and CPRA is disclosed or shared with third parties.

Exercising Your Rights Under CCPA and CPRA

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described herein, your choices and rights regarding such use, or wish to exercise your rights under California law, please submit a verifiable consumer request to us by the available means provided below:

1. Emailing us at **OptOut@stewart.com**; or

2. Visiting **https://www.stewart.com/en/quick-links/ccpa-request.html**

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child, if applicable.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.

- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Record Retention

Your personal information will not be kept for longer than is necessary for the business purpose for which it is collected and processed. We will retain your personal information and records based on established record retention policies pursuant to California law and in compliance with all federal and state retention obligations. Additionally, we will retain your personal information to comply with applicable laws, regulations, and legal processes (such as responding to subpoenas or court orders), and to respond to legal claims, resolve disputes, and comply with legal or regulatory recordkeeping requirements.

Changes to This CCPA Notice

Stewart reserves the right to amend this CCPA Notice at our discretion and at any time. When we make changes to this CCPA Notice, we will post the updated Notice on Stewart's website and update the Notice's effective date.

Link to Privacy Notice

https://www.stewart.com/en/privacy.html

Contact Information

Stewart Information Services Corporation
Attn: Mary Thomas, Chief Compliance and Regulatory Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056

September 5, 2023

File No.: 2128202
Title Insurance Commitment and Title Data, Inc.

Dear Customer:

The attached title insurance commitment contains information which has been obtained or derived from records and information owned by Title Data, Inc. or one of its subsidiaries (collectively "Title Data"). Title Data owns and maintains land title plants for various Texas counties. Title Data created its title plants through the investment of extensive time, labor, skill and money. **The information contained in the title plants is protected by federal copyright law and Texas common law on trade secrets and contract.**

Title Data has granted our company a license to use one or more of its title plants. Our company's right to access and use Title Data's title plants is governed by our contract with Title Data. Our contract with Title Data restricts who can receive and/or use a title insurance commitment which is based, in whole or in part, upon Title Data's records and information.

Under the terms of our contract with Title Data, we are permitted to provide you with the attached title insurance commitment **for limited use and distribution only**. Specifically, you are sublicensed to deliver, exhibit, or furnish the attached title insurance commitment (or any copies thereof) **ONLY** to your bona fide employees and a third party who is playing a bona fide role in this proposed real estate transaction, including a lawyer, a lender, a surveyor, a real estate broker or agent, and the parties to this proposed transaction.

For purposes of our agreement with Title Data, "deliver, exhibit, or furnish" includes, without limitation, copying this title insurance commitment (whether such copying be by means of a photocopier, facsimile machine, another electronic scanning device, or any other method of reproduction) and providing such copy to any third party.

Your furnishing of the attached title insurance commitment to anyone not specifically enumerated above is not permitted by our contract with Title Data and constitutes a breach of our sublicense to you. Your furnishing of the attached title insurance commitment to anyone not specifically enumerated above is also a violation of federal copyright law and Texas common law.

Therefore, as an express condition of us providing you with the attached title insurance commitment, you specifically agree to limit its uses to those set forth herein, and to provide a copy of this letter to any party to whom you deliver, exhibit, or furnish the attached title insurance commitment (or any copies thereof).

In the event you are unable or unwilling to comply with these conditions, immediately return the attached title insurance commitment to our company, without reviewing, copying or otherwise utilizing in any way the information contained therein.

A COPY OF THIS LETTER MUST ACCOMPANY THE ATTACHED TITLE INSURANCE COMMITMENT AT ALL TIMES. ALL DOWNSTREAM RECIPIENTS MUST PROVIDE A COPY OF THIS LETTER TO ANY OTHER AUTHORIZED USERS OF THE ATTACHED TITLE INSURANCE COMMITMENT.

Thank you for your business.

Sincerely,
Stewart Title Company

Ron Rush

Stewart Title Company
415 North Mesa Street
El Paso, TX 79901
(915) 225-8200 main (915) 225-8290 fax
Ron.Rush@stewart.com

COMMITMENT FOR TITLE INSURANCE

ISSUED BY
STEWART TITLE GUARANTY COMPANY

THE FOLLOWING COMMITMENT FOR TITLE INSURANCE IS NOT VALID UNLESS YOUR NAME AND THE POLICY AMOUNT ARE SHOWN IN SCHEDULE A, AND OUR AUTHORIZED REPRESENTATIVE HAS COUNTERSIGNED BELOW.

We, STEWART TITLE GUARANTY COMPANY, will issue our title insurance policy or policies (the Policy) to You (the proposed insured) upon payment of the premium and other charges due, and compliance with the requirements in Schedule C. Our Policy will be in the form approved by the Texas Department of Insurance at the date of issuance, and will insure your interest in the land described in Schedule A. The estimated premium for our Policy and applicable endorsements is shown on Schedule D. There may be additional charges such as recording fees, and expedited delivery expenses.

This Commitment ends ninety (90) days from the effective date, unless the Policy is issued sooner, or failure to issue the Policy is our fault. Our liability and obligations to you are under the express terms of this Commitment and end when this Commitment expires.

In Witness Whereof, the Company has caused this commitment to be signed and sealed as of the effective date of commitment as shown in Schedule A, the commitment to become valid and binding only when countersigned by an authorized signatory.

Roberta H. Chestnut
Authorized Countersignature

Stewart Title Company
415 North Mesa Street
El Paso, TX 79901

STEWART TITLE GUARANTY COMPANY
INCORPORATED
1908
TEXAS

Frederick H. Eppinger
President and CEO

David Hisey
Secretary

CONDITIONS AND STIPULATIONS

1. If you have actual knowledge of any matter which may affect the title or mortgage covered by this Commitment, that is not shown in Schedule B, you must notify us in writing,. If you do not notify us in writing, our liability to you is ended or reduced to the extent that your failure to notify us affects our liability. If you do notify us, or we learn of such matter, we may amend Schedule B, but we will not be relieved of liability already incurred.

2. Our liability is only to you, and others who are included in the definition of Insured in the Policy to be issued. Our liability is only for actual loss incurred in your reliance on this Commitment to comply with its requirements or to acquire the interest in the land. Our liability is limited to the amount shown in Schedule A of this Commitment and will be subject to the following terms of the Policy: Insuring Provisions, Conditions and Stipulations, and Exclusions.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252-2029.

IMPORTANT INFORMATION

FOR INFORMATION, OR
TO MAKE A COMPLAINT
CALL OUR TOLL-FREE TELE-
PHONE NUMBER

1-800-729-1902

ALSO
YOU MAY CONTACT
THE TEXAS DEPARTMENT
OF INSURANCE AT

1-800-252-3439

to obtain information on:

1. filing a complaint against an insurance company or agent,
2. whether an insurance company or agent is licensed,
3. complaints received against an insurance company or agent.
4. policyholder rights, and
5. a list of consumer publications and services available through the Department.

YOU MAY ALSO WRITE TO
THE TEXAS DEPARTMENT OF
INSURANCE
P.O. Box 12030
Austin, TX 78711-2030
FAX NO. (512) 490-1007

AVISO IMPORTANTE

PARA INFORMACION, O
PARA SOMETER UNA QUEJA
LLAME AL NUMERO GRATIS

1-800-729-1902

TAMBIEN
PUEDE COMUNICARSE CON
EL DEPARTAMENTO DE SEGUROS
DE TEXAS AL

1-800-252-3439

para obtener informacion sobre:

1. como someter una queja en contra de una compania de seguros o agente de seguros,
2. si una compania de seguros o agente de seguros tiene licencia,
3. quejas recibidas en contra de una compania de seguros o agente de seguros,
4. los derechos del asegurado, y
5. una lista de publicaciones y servicios para consumidores disponibles a traves del Departamento.

TAMBIEN PUEDE ESCRIBIR AL
DEPARTAMENTO DE SEGUROS DE
TEXAS
P.O. Box 12030
Austin, TX 78711-2030
FAX NO. (512) 490-1007

TEXAS TITLE INSURANCE INFORMATION

Title insurance insures you against loss resulting from certain risks to your title. The commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The commitment is a legal document. You should review it carefully to completely understand it before your closing date.	El seguro de titulo le asegura en relacion a perdidas resultantes de ciertos riesgos que pueden afectar el titulo de su propiedad. El Compromiso para Seguro de Titulo es la promesa de la compania aseguradora de titulos de emitir la poliza de seguro de titulo. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y entenderlo completamente antes de la fecha para finalizar su transaccion.

Your commitment for Title Insurance is a legal contract between you and us. The Commitment is not an opinion or report of your title. It is a contract to issue you a policy subject to the Commitment's terms and requirements.

Before issuing a Commitment for Title Insurance (the Commitment) or a Title Insurance Policy (the Policy), the title insurance Company (the Company) determines whether the title is insurable. This determination has already been made. Part of that determination involves the Company's decision to insure the title except for certain risks that will not be covered by the Policy. Some of these risks are listed in Schedule B of the attached Commitment as Exceptions. Other risks are stated in the Policy as Exclusions. These risks will not be covered by the Policy. The Policy is not an abstract of title nor does a Company have an obligation to determine the ownership of any mineral interest.

MINERALS AND MINERAL RIGHTS may not be covered by the Policy. The Company may be unwilling to insure title unless there is an exclusion or an exception as to Minerals and Mineral Rights in the Policy. Optional endorsements insuring certain risks involving minerals, and the use of improvements (excluding lawns, shrubbery and trees) and permanent buildings may be available for purchase. If the title insurer issues the title policy with an exclusion or exception to the minerals and mineral rights, neither this Policy, nor the optional endorsements, ensure that the purchaser has title to the mineral rights related to the surface estate.

Another part of the determination involves whether the promise to insure is conditioned upon certain requirements being met. Schedule C of the Commitment lists these requirements that must be satisfied or the Company will refuse to cover them. You may want to discuss any matters shown in Schedules B and C of the Commitment with an attorney. These matters will affect your title and your use of the land.

When your Policy is issued, the coverage will be limited by the Policy's Exceptions, Exclusions and Conditions, defined below.

- EXCEPTIONS are title risks that a Policy generally covers but does not cover in a particular instance. Exceptions are shown on Schedule B or discussed in Schedule C of the Commitment. They can also be added if you do not comply with the Conditions section of the Commitment. When the Policy is issued, all Exceptions will be on Schedule B of the Policy.

- EXCLUSIONS are title risks that a Policy generally does not cover. Exclusions are contained in the Policy but not shown or discussed in the Commitment.

- CONDITIONS are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 1-800-729-1902 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

You can also get a brochure that explains the policy from the Texas Department of Insurance by calling 1-800-252-3439.

Before the Policy is issued, you may request changes in the Policy. Some of the changes to consider are:

- Request amendment of the "area and boundary" exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey and comply with other requirements of the Company. On the Owner's Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company and if the Company's other requirements are met, your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy. Whether or not you request amendment of the "area and boundary" exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.

- Allow the Company to add an exception to "rights of parties in possession". If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement holders who occupy the land. The Company may charge you for the inspection. If you want to make your own inspection, you must sign a Waiver of Inspection form and allow the Company to add this exception to your Policy.

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.

COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 2128202	Effective Date: September 21, 2023 at 8:00AM
CLOSER: Ron Rush	Issued: September 28, 2023 2:53PM

1. The policy or policies to be issued are:

   a. OWNER'S POLICY OF TITLE INSURANCE (Form T-1)
   (Not applicable for improved one-to-four family residential real estate)
   Policy Amount:
   PROPOSED INSURED: State of Texas Department of Transportation

   b. TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE
   -ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)
   Policy Amount: $
   PROPOSED INSURED:

   c. LOAN POLICY OF TITLE INSURANCE (Form T-2)
   Policy Amount:
   PROPOSED INSURED: , and each successor in ownership of the indebtedness secured by the insured mortgage, except a successor who is an obligor under the provisions of Section 12(c) of the Conditions.
   Proposed Borrower: State of Texas Department of Transportation

   d. TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)
   Policy Amount: $
   PROPOSED INSURED:
   Proposed Borrower:

   e. LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)
   Binder Amount: $
   PROPOSED INSURED:
   Proposed Borrower:

   f. OTHER:
   Policy Amount: $
   PROPOSED INSURED:

2. The interest in the land covered by this Commitment is:

   FEE SIMPLE

3. Record title to the land on the Effective Date appears to be vested in:

   El Paso Water Utilities Board, a public corporation

4. Legal description of land:

   See Exhibit "A" Attached Hereto

COMMITMENT FOR TITLE INSURANCE
EXHIBIT “A”
LEGAL DESCRIPTION

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 2128202

Being 20,231 square feet or 0.4644 acres of land situated in the E. V. Newman Survey, Abstract No. 5423, Section 20, Block 80, Township 1, Texas and Pacific Railroad Company Surveys, El Paso County, Texas; said 20,231 square feet or 0.4644 acres of land being more particularly described by metes and bounds on attached Exhibit "A".

SEE EXHIBIT “A” ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES.

NOTE: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override Item 2 of Schedule B hereof.

Exhibit

August, 2021
Parcel 10
Page 1 of 4
TXDOTCONNECT Parcel No. P00066034.001

HIGHWAY:	Spur 320
LIMITS:	From Texas and New Mexico State Line to Loop 375
COUNTY:	El Paso
ACCOUNT NO.:	
ROW CSJ:	0665-02-007
OWNER:	El Paso Water Utilities Board

Property Description for Parcel 10

Being 20,231 square feet or 0.4644 acres of land situated in the E. V. Newman Survey, Abstract No. 5423, Section 20, Block 80, Township 1, Texas and Pacific Railroad Company Surveys, El Paso County, Texas and being part of a 50 feet wide tract of land conveyed to El Paso Water Utilities Board by deed recorded in Volume 1263, Page 1476, El Paso County Deed Records (E.P.C.D.R.) and being more particularly described by metes and bounds as follows:

COMMENCING, at a 2-inch iron pipe found for the common easterly corner of Sections 17 and 20, Block 80, Township 1, said Texas and Pacific Railroad Company Surveys, and on a line common to said El Paso Water Utilities Board tract and Mesquite Hills Unit 8, a called 37.03 acre subdivision recorded in Document No. 20180090676, Official Public Records of Real Property El Paso County (O.P.R.R.P.E.P.C.);

THENCE, North 86°47'17" West, with the common boundary of Sections 17 and 20, said Block 80, and the common boundary of said El Paso Water Utilities Board tract and said Mesquite Hills Unit 8, a distance of 722.22 feet to a 5/8-inch iron rod with TxDOT aluminum cap found on the easterly right-of-way line of the proposed Spur 320 and beginning of a curve to the right for the northeast corner and **POINT OF BEGINNING** of the herein described parcel and beginning of a Denial of Access Line, having coordinates of N=10,729,086.34 and E=423,234.66, located 177.28 feet left of proposed Spur 320 Baseline Station 908+22.08;

1. **THENCE,** with said proposed easterly right-of-way and Denial of Access Line, said curve to the right having a radius of 2,030.00 feet, an arc length of 23.39 feet, a central angle of 00 degrees 39 minutes 36 seconds, and a chord which bears South 12°19'40" East, a distance of 23.39 feet to a 5/8-inch iron rod with TxDOT aluminum cap set for an easterly corner and beginning of a curve to the right of the herein described parcel, located 175.00 feet left of proposed Spur 320 Baseline Station 908+44.69;

2. **THENCE,** continuing with said easterly right-of-way and Denial of Access Line, said curve to the right having a radius of 6,175.00 feet, an arc length of 29.40 feet, a central angle of 00 degrees 16 minutes 22 seconds, and a chord which bears South 17°40'45" East, a distance of 29.40 feet to a 5/8-inch iron rod with TxDOT aluminum cap found on the common boundary of said El Paso Water Utilities Board tract and a City of El Paso tract, recorded in Volume 1186, Page 183, E.P.C.D.R., for the southeast corner of the herein described parcel and end of said Denial of Access Line, located 175.00 feet left of proposed Spur 320 Baseline Station 908+73.26;

Exhibit

August, 2021
Parcel 10
Page 2 of 4
TXDOTCONNECT Parcel No. P00066034.001

3. **THENCE,** North 86°47'18" West, with the common boundary of said El Paso Water Utilities Board tract and said City of El Paso tract, a distance of 400.17 feet to a 5/8-inch iron rod with TxDOT aluminum cap found on the westerly right-of-way line of the proposed Spur 320, for the southwest corner of the herein described parcel and beginning of a Denial of Access Line, located 197.47 feet right of proposed Spur 320 Baseline Station 907+26.61;

4. **THENCE,** North 25°04'28" West, with said proposed westerly right-of-way and Denial of Access Line, a distance of 56.78 feet to a 5/8-inch iron rod with TxDOT aluminum cap found on the common boundary of said El Paso Water Utilities Board and a tract of land conveyed to Newman Ranch Properties LLC by Document No. 20080086509 O.P.R.R.P.R.E.P.C., for the northwest corner of the herein described parcel, located 203.26 feet right of proposed Spur 320 Baseline Station 906+68.18;

5. **THENCE,** South 86°47'17" East, with said common boundary, a distance of 410.33 feet to the **POINT OF BEGINNING** and containing 20,231 square feet or 0.4644 acres of land.

Note: Survey Plat to accompany this legal description.

Note: Access is prohibited across the "Denial of Access Line" to the highway facility from the remainder of the abutting property.

Bearings and coordinates are based upon the Texas Coordinate System of 1983, Central Zone (4203), NAD 83(2011) and are referenced to the TxDot RTN, Mount point NAD83_(2010)-West_VRS_RTCM. All distances and coordinates shown are surface values and may be converted to state plane values by dividing by the surface adjustment factor of 1.000231. The Unit of Measure is the U.S. Survey Foot.

I, Scott M. Fertak, a Registered Professional Land Surveyor, do hereby certify that this property description is a true and correct representation of a survey made on the ground, under my direction and supervision.

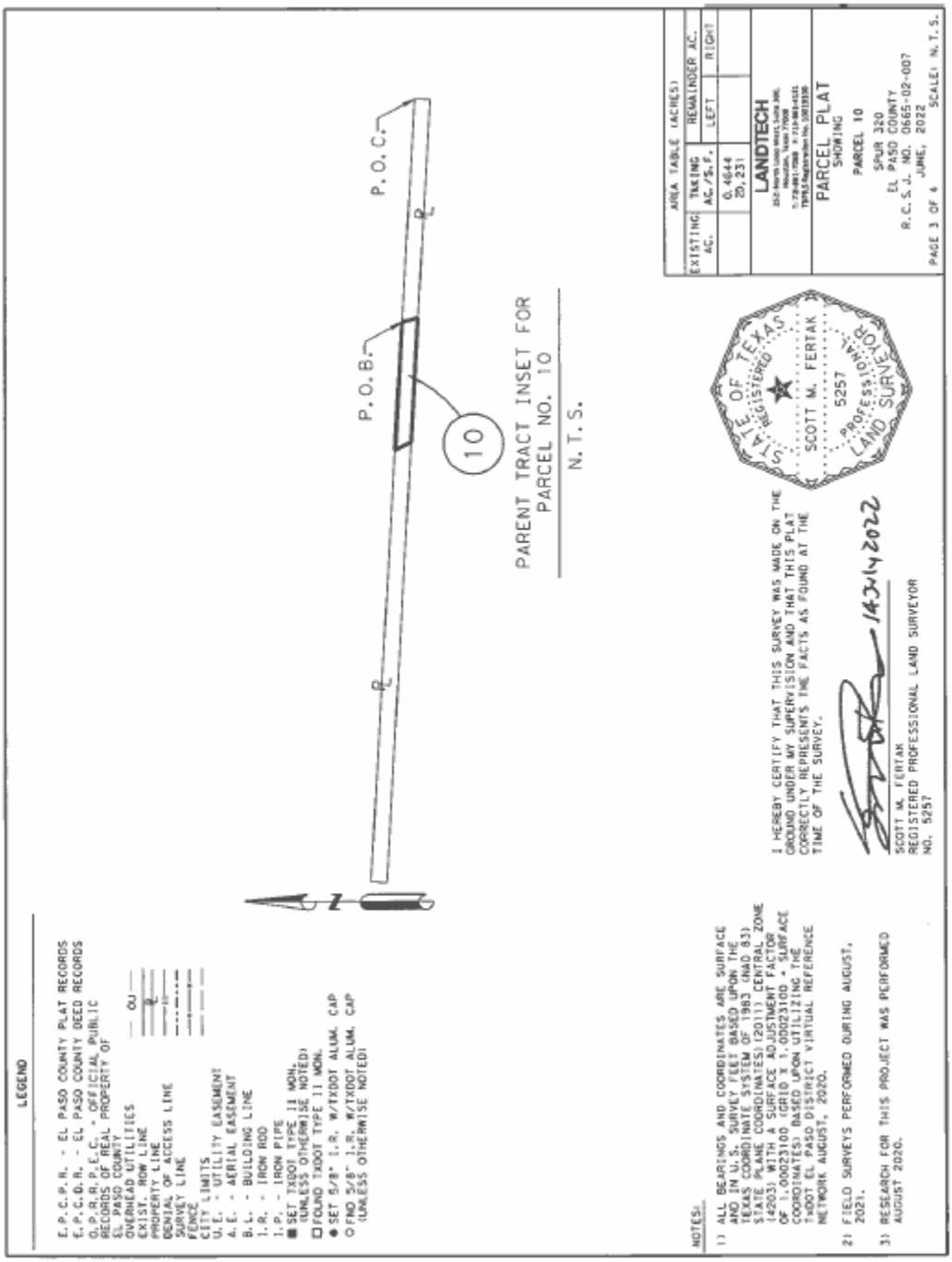


14July2022

Scott M. Fertak
Registered Professional Land Surveyor
No. 5257

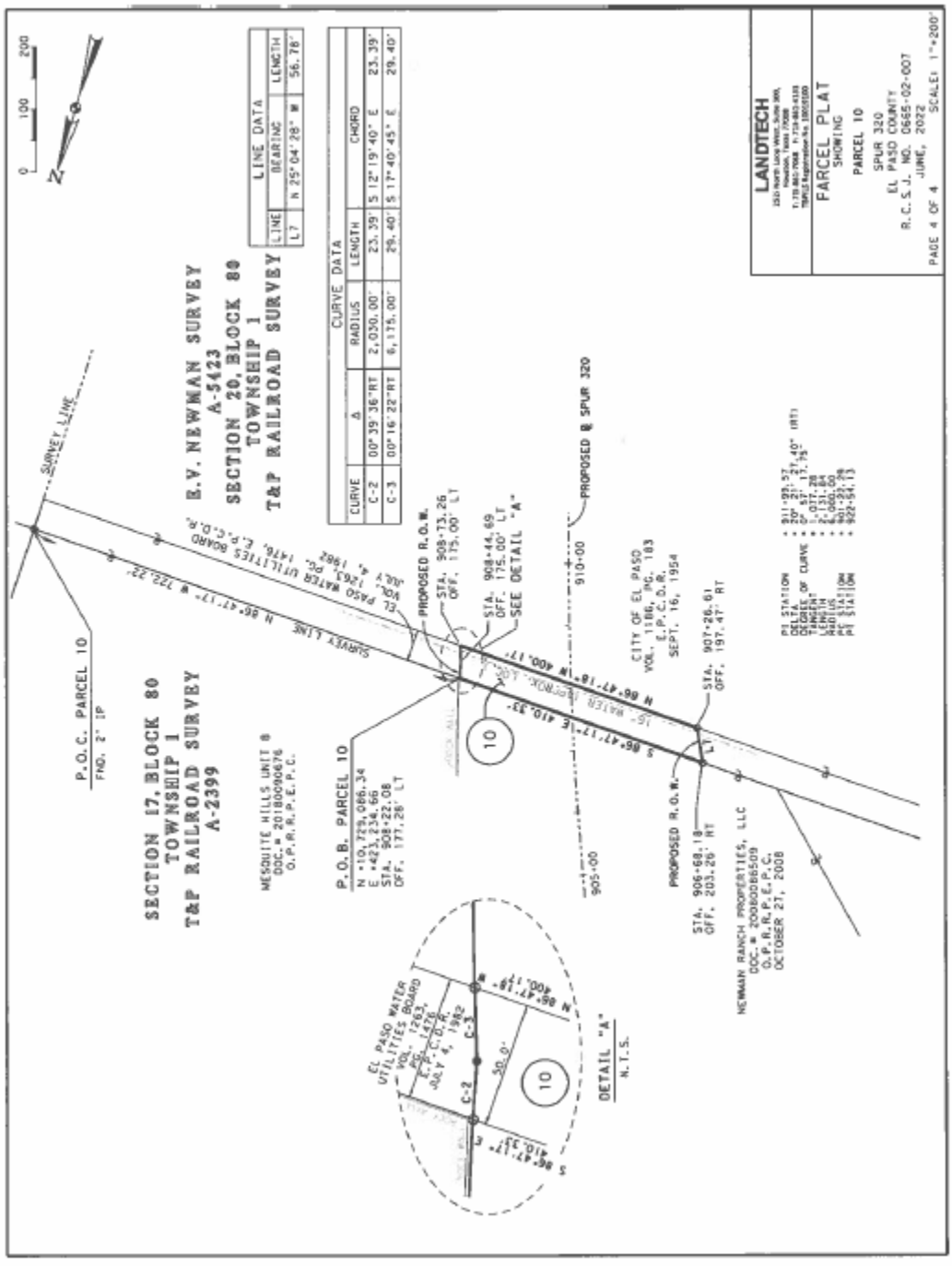
COMMITMENT FOR TITLE INSURANCE
EXHIBIT "A"
LEGAL DESCRIPTION

ISSUED BY
STEWART TITLE GUARANTY COMPANY



COMMITMENT FOR TITLE INSURANCE
EXHIBIT "A"
LEGAL DESCRIPTION

ISSUED BY
STEWART TITLE GUARANTY COMPANY



COMMITMENT FOR TITLE INSURANCE
SCHEDULE B

ISSUED BY
STEWART TITLE GUARANTY COMPANY

EXCEPTIONS FROM COVERAGE

In addition to the Exclusions and Conditions and Stipulations, your policy will not cover loss, costs, attorney's fees and expenses resulting from:

~~1. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception.):~~

2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements. Upon receipt of an approved survey, Schedule B, Item 2 may be modified to read in its entirety, "Shortages in area" (Loan Policy only or Owner's Title Policy with prescribed premium.)

3. Homestead or community property or survivorship rights, if any, of any spouse of any insured. (Applies to the Owner's Policy only.)

4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
   a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs, or oceans, or

   b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or

   c. to filled-in lands, or artificial islands, or

   d. to statutory water rights, including riparian rights, or

   e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.
   (Applies to the Owner's Policy only.)

5. Standby fees, taxes and assessments by any taxing authority for the year 2023 and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Loan Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year 2023 and subsequent years.")

6. The terms and conditions of the documents creating your interest in the land.

7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)

8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy T-2 only.)

9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan Policy of Title Insurance (T-2R) only.) Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy of Title Insurance. (T-2R)

COMMITMENT FOR TITLE INSURANCE
SCHEDULE B

ISSUED BY
STEWART TITLE GUARANTY COMPANY

10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):

    a) Rights of parties in possession. (Owner Title Policy only)

    b) Any and all leases, recorded and unrecorded, and rights of parties therein.

    c) Underground water line shown on survey dated July 14, 2022 by Scott M. Fertak, RPLS No. 5257.

    d) All Oil, Gas and Minerals reserved by the State of Texas in patent to C. C. McCloskey of record in Texas General Land Office file 104409. (Title to the aforesaid estate has not been investigated subsequent to date of said instrument.)

    e) All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interests that are not listed.

    f) All leases, grants, exceptions or reservations of the geothermal energy and associated resources below the surface of the land, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of the geothermal energy and associated resources below the surface of the land that are not listed.

COMMITMENT FOR TITLE INSURANCE
SCHEDULE C

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Your Policy will not cover loss, costs, attorneys' fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.

2. Satisfactory evidence must be provided that:

   - no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,

   - all standby fees, taxes, assessments and charges against the property have been paid,

   - all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialman's liens have attached to the property,

   - there is legal right of access to and from the land,

   - (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.

3. You must pay the seller or borrower the agreed amount for your property or interest.

4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.

5. Note: Procedural Rule P-27 as provided for in Section 2561.202, Texas Insurance Code requires that "Good Funds" be received and deposited before a Title Agent may disburse from its Trust Fund Account. Procedural Rule P-27 provides a list of the types of financial documents and instruments which satisfy this requirement. Please be advised that we reserve the right to determine on a case-by-case basis what form of good funds is acceptable.

6. FOR INFORMATION ONLY: The vesting on Schedule A is by virtue of deed recorded in Volume 1263, Page 1476, Deed Records of El Paso County, Texas.

7. Note: An Affidavit was styled "Notice of Claim to the Ysleta Grant and Aboriginal Title Areas" and was filed in Volume 2553, Page 1958, Real Property Records, El Paso County, Texas. The memorandum attached to this Affidavit states that "the claim is one for return of possession from third parties of all lands contained within the Ysleta, Senecu, Socorro and Ascarate Grants in El Paso County, Texas (based on aboriginal title and specific Spanish and Mexican Grants); as well as the balance of El Paso County and all of Hudspeth, Culberson, Jeff Davis, Brewster and Presidio Counties, Texas (based on aboriginal title only); and for damages for trespass and unlawful occupation and use." Upon request to the company, you may receive a copy of the Affidavit and memorandum. THE POLICY TO BE ISSUED TO YOU WILL NOT EXCEPT TO THE AFFIDAVIT OR CLAIMS REFLECTED BY THE AFFIDAVIT. THIS NOTE IS FOR INFORMATIONAL PURPOSES ONLY.

8. Company requires for its review satisfactory documentation from the El Paso Water Utilities Board authorizing this transaction and naming the party(ies) authorized to sign on its behalf. At the time the Company is furnished these items, the Company may make additional requirements and/or exceptions.

9. NOTE TO CLOSER: No outstanding liens of record, please inquire.

10. File to be updated prior to closing.

COMMITMENT FOR TITLE INSURANCE
SCHEDULE D

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Policy Commitment No.: 2128202

The information contained in this Schedule (D) does not affect title to or the lien upon the land described in Schedule A hereof, to be insured in any policy(ies) of title insurance to be issued in accordance with this Commitment.

As to **Stewart Title Guaranty Company**, the Underwriter herein, the following disclosures are made as of **January 1, 2022:**

A-1. Shareholders owning or controlling, or holding, directly or indirectly, ten percent (10%) or more of the shares of **Stewart Title Guaranty Company** as of the last day of the year preceding the date hereinabove set forth are as follows:
Stewart Information Services Corporation -100%

A-2. The members of the Board of Directors of **Stewart Title Guaranty Company** as of the last day of the year preceding the date hereinabove set forth are as follows: Frederick H. Eppinger, David C. Hisey, John L. Killea, Steven M. Lessack, Tara S. Smith, Brian K. Glaze, Pamela B. O'Brien and Mary P. Thomas.

A-3. The designated officers of **Stewart Title Guaranty Company** as of the last day of the year preceding the date hereinabove set forth are as follows: Frederick H. Eppinger, Chief Executive Officer & President; David C. Hisey, Chief Financial Officer - Secretary & Assistant Treasurer; Brad Rable, Chief Information Officer; Genady Vishnevetsky, Chief Information Security Officer; Emily Kain, Chief Human Resources Officer; Steven M. Lessack, Group President; Tara S. Smith, Group President - Agency Services; John L. Killea, General Counsel & Chief Compliance Officer; Charles M. Craig, Senior Vice President - Associate General Counsel & Senior Underwriting Counsel; James L. Gosdin, Senior Vice President - Chief Underwriting Counsel & Associate General Counsel; John Rothermel, Senior Vice President - Senior Underwriting Counsel; Heidi Junge, Senior Vice President - Regional Underwriting Counsel.

As to **Stewart Title Company** (Title Insurance Agent), the following disclosures are made:

B-1 Shareholders, owners, partners or other persons having, owning or controlling one percent (1%) or more of Title Insurance Agent are as follows: Stewart Title Guaranty Company – 100%

B-2 Shareholders, owners, partners, or other persons having, owning or controlling ten percent (10%) or more of an entity that has, owns or controls one percent (1%) or more of Title Insurance Agent are as follows:
Stewart Information Services Corporation - 100%

B-3 If Title Insurance Agent is a corporation, the following is a list of the members of the Board of Directors:

Frederick H. Eppinger, David C. Hisey, John L. Killea

B-4 If Title Insurance Agent is a corporation, the following is a list of its officers:

Frederick H. Eppinger	Chairman, Chief Executive Officer and President
David C. Hisey	Chief Financial Officer, Assistant Secretary-Treasurer
John L. Killea	Executive Vice President, Chief Legal Officer
Julie Warnock	Secretary, Assistant Treasurer
Scott Gray	Treasurer, Assistant Secretary

C-1. You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving a portion of the premium from the settlement of this transaction will be disclosed on the closing or settlement statement.

You are further advised that the estimated title premium* is:

Owner's Policy	TBD
Loan Policy	$0.00
Endorsement Charges	$25.00
Other	
Total	TBD

Of this total amount 15% will be paid to Stewart Title Guaranty Company; 85% will be retained by the issuing Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:

Amount			To Whom	For Service
$	(or	%)		
$	(or	%)		
$	(or	%)		

“The estimated premium is based upon information furnished to us as of the date of this Commitment for Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance.”

T-7 Commitment Schedule D Revised 1/1/2022

DISCLOSURE REGARDING FUNDS FOR CLOSING

(to be provided with or within the Commitment for Title Insurance)

As Escrow Agent for the Real Estate transaction Stewart Title Company, ("Escrow Agent") has received and/or will receive the buyer's/borrower's funds and/or funds from the buyer's/borrower's lender for disbursement at closing of the transaction.

The seller and the buyer (or the borrower in a refinancing transaction) may request that escrow funds be invested in an interest-bearing account subject to a reasonable administrative fee charged by Escrow Agent and any account terms and conditions negotiated with the financial institution offering the interest bearing account. Otherwise, Escrow Agent shall deposit the earnest money in a demand deposit account that is federally insured to the maximum extent permitted by law. Demand deposit accounts offer immediately available funds for withdrawal after a check has cleared.

Escrow Agent may receive other benefits from the financial institution where the funds are deposited. Based upon the deposit of escrow funds in demand deposit accounts and other relationships with the financial institution, Escrow Agent is eligible to participate in a program whereby it may (i) receive favorable loan terms and earn income from the investment of loan proceeds and (ii) receive other benefits offered by the financial institution.

STEWART TITLE GUARANTY COMPANY

DELETION OF ARBITRATION PROVISION

(Not applicable to the Texas Residential Owner's Policy)

ARBITRATION is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Insurance Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator's award.

Your policy contains an arbitration provision (shown below). It allows you or the Company to require arbitration if the amount of insurance is $2,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. You can do this by signing this form and returning it to the Company at or before the closing of your real estate transaction or by writing to the Company.

The arbitration provision in the Policy is as follows:

> "Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is $2,000,000 or less shall be arbitrated at the option of either the Company or the Insured, unless the Insured is an individual person (as distinguished from an Entity). All arbitrable matters when the Amount of Insurance is in excess of $2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction."

SIGNATURE _____ DATE _____

STEWART INFORMATION SERVICES CORPORATION
GRAMM-LEACH BLILEY PRIVACY NOTICE

This Stewart Information Services Corporation Privacy Notice ("Notice") explains how we and our affiliates and majority-owned subsidiary companies (collectively, "Stewart," "our," or "we") collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of your information. Pursuant to Title V of the Gramm-Leach Bliley Act ("GLBA") and other Federal and state laws and regulations applicable to financial institutions, consumers have the right to limit some, but not all sharing of their personal information. Please read this Notice carefully to understand how Stewart uses your personal information.

The types of personal information Stewart collects, and shares depends on the product or service you have requested.

Stewart may collect the following categories of personal and financial information from you throughout your transaction:

1. Identifiers: Real name, alias, online IP address if accessing company websites, email address, account name, unique online identifier, or other similar identifiers.

2. Demographic Information: Marital status, gender, date of birth.

3. Personal Information and Personal Financial Information: Full name, signature, social security number, address, driver's license number, passport number, telephone number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, credit reports, or any other information necessary to complete the transaction.

Stewart may collect personal information about you from:

1. Publicly available information from government records.
2. Information we receive directly from you or your agent(s), such as your lender or real estate broker.
3. Information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Stewart may use your personal information for the following purposes:

1. To provide products and services to you in connection with a transaction.
2. To improve our products and services.
3. To communicate with you about our affiliates', and others' products and services, jointly or independently.

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers, or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules, and regulations.
- Performing services including maintaining or servicing accounts, providing customer service, processing, or fulfilling orders and transactions, verifying customer information, processing payments.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, your realtor, broker, or a lender). Stewart may disclose your personal information to non-affiliated third-party service providers and vendors to render services to complete your transaction.

We share your personal information with the following categories of third parties:

- Non-affiliated service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- To enable Stewart to prevent criminal activity, fraud, material misrepresentation, or nondisclosure.
- Stewart's affiliated and subsidiary companies.
- Parties involved in litigation and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations, taxing authorities, if required in the transaction.
- Federal and State Regulators, law enforcement and other government entities to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

The law does not require your prior authorization or consent and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or browsing information with non-affiliated third parties, except as required or permitted by law.

Right to Limit Use of Your Personal Information

You have the right to opt-out of sharing of your personal information among our affiliates to directly market to you. To opt-out of sharing your information with affiliates for direct marketing, you may send an "opt out" request to OptOut@stewart.com, or contact us through other available methods provided under "Contact Information" in this Notice. We do not share your Personal Information with nonaffiliates for their use to directly market to you without your consent.

How Stewart Protects Your Personal Information

Stewart maintains physical, technical, and administrative safeguards and policies to protect your personal information.

Contact Information

If you have specific questions or comments about this Notice, the ways in which Stewart collects and uses your information described herein, or your choices and rights regarding such use, please do not hesitate to contact us at:

Phone: Toll Free at 1-866-571-9270
Email: Privacyrequest@stewart.com

Postal Address: Stewart Information Services Corporation
Attn: Mary Thomas, Chief Compliance and Regulatory Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056

Effective Date: January 1, 2020
Updated: August 24, 2023

STEWART INFORMATION SERVICES CORPORATION
PRIVACY NOTICE FOR CALIFORNIA RESIDENTS

Stewart Information Services Corporation and its affiliates and majority-owned subsidiary companies (collectively, "Stewart," "our," or "we") respect and are committed to protecting your privacy. Pursuant to the California Consumer Privacy Act of 2018 ("CCPA") and the California Privacy Rights Act of 2020 ("CPRA"), we are providing this **Privacy Notice ("**CCPA Notice"). This CCPA Notice explains how we collect, use, and disclose personal information, when and to whom we disclose such information, and the rights you, as a California resident have regarding your Personal Information. This CCPA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users, consumers, and others who reside in the State of California or are considered California Residents as defined in the CCPA ("consumers" or "you"). All terms defined in the CCPA & CPRA have the same meaning when used in this Notice.

Personal and Sensitive Personal Information Stewart Collects

Stewart has collected the following categories of personal and sensitive personal information from consumers within the last twelve (12) months:

A. Identifiers. A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.

B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)). A name, signature, Social Security number, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information.

C. Protected classification characteristics under California or federal law. Age, race, color, ancestry, national origin, citizenship, marital status, sex (including gender, gender identity, gender expression), veteran or military status.

D. Commercial information. Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.

E. Internet or other similar network activity. Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.

F. Geolocation data

Stewart obtains the categories of personal and sensitive information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees, or their agents (For example, realtors, lenders, attorneys, brokers, etc.)
- Directly and indirectly from activity on Stewart's website or other applications.
- From third parties that interact with Stewart in connection with the services we provide.

Use of Personal and Sensitive Personal Information

Stewart may use or disclose the personal or sensitive information we collect for one or more of the following purposes:

a. To fulfill or meet the reason for which the information is provided.
b. To provide, support, personalize, and develop our website, products, and services.
c. To create, maintain, customize, and secure your account with Stewart.
d. To process your requests, purchases, transactions, and payments and prevent transactional fraud.
e. To prevent and/or process claims.
f. To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
g. As necessary or appropriate to protect the rights, property or safety of Stewart, our customers, or others.
h. To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
i. To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
j. To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
k. To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
l. Auditing for compliance with federal and state laws, rules, and regulations.
m. Performing services including maintaining or servicing accounts, providing customer service, processing, or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
n. To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal or sensitive information or use the personal or sensitive information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, a realtor, broker, or a lender).

We share your personal information with the following categories of third parties:

a. Service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
b. Affiliated Companies.
c. Parties involved in litigation and attorneys, as required by law.
d. Financial rating organizations, rating bureaus and trade associations.
e. Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information:

Category A: Identifiers
Category B: California Customer Records personal information categories
Category C: Protected classification characteristics under California or federal law
Category D: Commercial Information
Category E: Internet or other similar network activity
Category F: Non-public education information

A. Your Consumer Rights and Choices Under CCPA and CPRA

The CCPA and CPRA provide consumers (California residents as defined in the CCPA) with specific rights regarding their personal information. This section describes your rights and explains how to exercise those rights.

i. Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

ii. Deletion Request Rights

You have the right to request that Stewart delete any personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 *seq.*).
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

iii. Opt-Out of Information Sharing and Selling

Stewart does not share or sell information to third parties, as the terms are defined under the CCPA and CPRA. Stewart only shares your personal information as commercially necessary and in accordance with this CCPA Notice.

iv. Correction of Inaccurate Information

You have the right to request that Stewart correct any inaccurate information maintained about.

v. Limit the Use of Sensitive Personal Information

You have the right to limit how your sensitive personal information, as defined in the CCPA and CPRA is disclosed or shared with third parties.

Exercising Your Rights Under CCPA and CPRA

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described herein, your choices and rights regarding such use, or wish to exercise your rights under California law, please submit a verifiable consumer request to us by the available means provided below:

1. Emailing us at **OptOut@stewart.com**; or

2. Visiting **https://www.stewart.com/en/quick-links/ccpa-request.html**

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child, if applicable.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.

- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Record Retention

Your personal information will not be kept for longer than is necessary for the business purpose for which it is collected and processed. We will retain your personal information and records based on established record retention policies pursuant to California law and in compliance with all federal and state retention obligations. Additionally, we will retain your personal information to comply with applicable laws, regulations, and legal processes (such as responding to subpoenas or court orders), and to respond to legal claims, resolve disputes, and comply with legal or regulatory recordkeeping requirements.

Changes to This CCPA Notice

Stewart reserves the right to amend this CCPA Notice at our discretion and at any time. When we make changes to this CCPA Notice, we will post the updated Notice on Stewart's website and update the Notice's effective date.

Link to Privacy Notice

https://www.stewart.com/en/privacy.html

Contact Information

Stewart Information Services Corporation
Attn: Mary Thomas, Chief Compliance and Regulatory Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056

September 5, 2023

File No.: 2128244
Title Insurance Commitment and Title Data, Inc.

Dear Customer:

The attached title insurance commitment contains information which has been obtained or derived from records and information owned by Title Data, Inc. or one of its subsidiaries (collectively "Title Data"). Title Data owns and maintains land title plants for various Texas counties. Title Data created its title plants through the investment of extensive time, labor, skill and money. **The information contained in the title plants is protected by federal copyright law and Texas common law on trade secrets and contract.**

Title Data has granted our company a license to use one or more of its title plants. Our company's right to access and use Title Data's title plants is governed by our contract with Title Data. Our contract with Title Data restricts who can receive and/or use a title insurance commitment which is based, in whole or in part, upon Title Data's records and information.

Under the terms of our contract with Title Data, we are permitted to provide you with the attached title insurance commitment **for limited use and distribution only**. Specifically, you are sublicensed to deliver, exhibit, or furnish the attached title insurance commitment (or any copies thereof) **ONLY** to your bona fide employees and a third party who is playing a bona fide role in this proposed real estate transaction, including a lawyer, a lender, a surveyor, a real estate broker or agent, and the parties to this proposed transaction.

For purposes of our agreement with Title Data, "deliver, exhibit, or furnish" includes, without limitation, copying this title insurance commitment (whether such copying be by means of a photocopier, facsimile machine, another electronic scanning device, or any other method of reproduction) and providing such copy to any third party.

Your furnishing of the attached title insurance commitment to anyone not specifically enumerated above is not permitted by our contract with Title Data and constitutes a breach of our sublicense to you. Your furnishing of the attached title insurance commitment to anyone not specifically enumerated above is also a violation of federal copyright law and Texas common law.

Therefore, as an express condition of us providing you with the attached title insurance commitment, you specifically agree to limit its uses to those set forth herein, and to provide a copy of this letter to any party to whom you deliver, exhibit, or furnish the attached title insurance commitment (or any copies thereof).

In the event you are unable or unwilling to comply with these conditions, immediately return the attached title insurance commitment to our company, without reviewing, copying or otherwise utilizing in any way the information contained therein.

A COPY OF THIS LETTER MUST ACCOMPANY THE ATTACHED TITLE INSURANCE COMMITMENT AT ALL TIMES. ALL DOWNSTREAM RECIPIENTS MUST PROVIDE A COPY OF THIS LETTER TO ANY OTHER AUTHORIZED USERS OF THE ATTACHED TITLE INSURANCE COMMITMENT.

Thank you for your business.

Sincerely,
Stewart Title Company

Ron Rush

Stewart Title Company
415 North Mesa Street
El Paso, TX 79901
(915) 225-8200 main (915) 225-8290 fax
Ron.Rush@stewart.com

COMMITMENT FOR TITLE INSURANCE

ISSUED BY
STEWART TITLE GUARANTY COMPANY

THE FOLLOWING COMMITMENT FOR TITLE INSURANCE IS NOT VALID UNLESS YOUR NAME AND THE POLICY AMOUNT ARE SHOWN IN SCHEDULE A, AND OUR AUTHORIZED REPRESENTATIVE HAS COUNTERSIGNED BELOW.

We, STEWART TITLE GUARANTY COMPANY, will issue our title insurance policy or policies (the Policy) to You (the proposed insured) upon payment of the premium and other charges due, and compliance with the requirements in Schedule C. Our Policy will be in the form approved by the Texas Department of Insurance at the date of issuance, and will insure your interest in the land described in Schedule A. The estimated premium for our Policy and applicable endorsements is shown on Schedule D. There may be additional charges such as recording fees, and expedited delivery expenses.

This Commitment ends ninety (90) days from the effective date, unless the Policy is issued sooner, or failure to issue the Policy is our fault. Our liability and obligations to you are under the express terms of this Commitment and end when this Commitment expires.

In Witness Whereof, the Company has caused this commitment to be signed and sealed as of the effective date of commitment as shown in Schedule A, the commitment to become valid and binding only when countersigned by an authorized signatory.

Melanie C. Jones

Authorized Countersignature

Stewart Title Company
415 North Mesa Street
El Paso, TX 79901

STEWART TITLE GUARANTY COMPANY
INCORPORATED
1908
TEXAS

Frederick H. Eppinger
President and CEO

David Hisey
Secretary

CONDITIONS AND STIPULATIONS

1. If you have actual knowledge of any matter which may affect the title or mortgage covered by this Commitment, that is not shown in Schedule B, you must notify us in writing,. If you do not notify us in writing, our liability to you is ended or reduced to the extent that your failure to notify us affects our liability. If you do notify us, or we learn of such matter, we may amend Schedule B, but we will not be relieved of liability already incurred.

2. Our liability is only to you, and others who are included in the definition of Insured in the Policy to be issued. Our liability is only for actual loss incurred in your reliance on this Commitment to comply with its requirements or to acquire the interest in the land. Our liability is limited to the amount shown in Schedule A of this Commitment and will be subject to the following terms of the Policy: Insuring Provisions, Conditions and Stipulations, and Exclusions.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252-2029.

STEWART TITLE GUARANTY COMPANY

IMPORTANT INFORMATION

FOR INFORMATION, OR
TO MAKE A COMPLAINT
CALL OUR TOLL-FREE TELE-
PHONE NUMBER

1-800-729-1902

ALSO
YOU MAY CONTACT
THE TEXAS DEPARTMENT
OF INSURANCE AT

1-800-252-3439

to obtain information on:

1. filing a complaint against an insurance company or agent,
2. whether an insurance company or agent is licensed,
3. complaints received against an insurance company or agent.
4. policyholder rights, and
5. a list of consumer publications and services available through the Department.

YOU MAY ALSO WRITE TO
THE TEXAS DEPARTMENT OF
INSURANCE
P.O. Box 12030
Austin, TX 78711-2030
FAX NO. (512) 490-1007

AVISO IMPORTANTE

PARA INFORMACION, O
PARA SOMETER UNA QUEJA
LLAME AL NUMERO GRATIS

1-800-729-1902

TAMBIEN
PUEDE COMUNICARSE CON
EL DEPARTAMENTO DE SEGUROS
DE TEXAS AL

1-800-252-3439

para obtener informacion sobre:

1. como someter una queja en contra de una compania de seguros o agente de seguros,
2. si una compania de seguros o agente de seguros tiene licencia,
3. quejas recibidas en contra de una compania de seguros o agente de seguros,
4. los derechos del asegurado, y
5. una lista de publicaciones y servicios para consumidores disponibles a traves del Departamento.

TAMBIEN PUEDE ESCRIBIR AL
DEPARTAMENTO DE SEGUROS DE
TEXAS
P.O. Box 12030
Austin, TX 78711-2030
FAX NO. (512) 490-1007

TEXAS TITLE INSURANCE INFORMATION

Title insurance insures you against loss resulting from certain risks to your title. The commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The commitment is a legal document. You should review it carefully to completely understand it before your closing date.	El seguro de titulo le asegura en relacion a perdidas resultantes de ciertos riesgos que pueden afectar el titulo de su propiedad. El Compromiso para Seguro de Titulo es la promesa de la compania aseguradora de titulos de emitir la poliza de seguro de titulo. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y entenderlo completamente antes de la fecha para finalizar su transaccion.

Your commitment for Title Insurance is a legal contract between you and us. The Commitment is not an opinion or report of your title. It is a contract to issue you a policy subject to the Commitment's terms and requirements.

Before issuing a Commitment for Title Insurance (the Commitment) or a Title Insurance Policy (the Policy), the title insurance Company (the Company) determines whether the title is insurable. This determination has already been made. Part of that determination involves the Company's decision to insure the title except for certain risks that will not be covered by the Policy. Some of these risks are listed in Schedule B of the attached Commitment as Exceptions. Other risks are stated in the Policy as Exclusions. These risks will not be covered by the Policy. The Policy is not an abstract of title nor does a Company have an obligation to determine the ownership of any mineral interest.

MINERALS AND MINERAL RIGHTS may not be covered by the Policy. The Company may be unwilling to insure title unless there is an exclusion or an exception as to Minerals and Mineral Rights in the Policy. Optional endorsements insuring certain risks involving minerals, and the use of improvements (excluding lawns, shrubbery and trees) and permanent buildings may be available for purchase. If the title insurer issues the title policy with an exclusion or exception to the minerals and mineral rights, neither this Policy, nor the optional endorsements, ensure that the purchaser has title to the mineral rights related to the surface estate.

Another part of the determination involves whether the promise to insure is conditioned upon certain requirements being met. Schedule C of the Commitment lists these requirements that must be satisfied or the Company will refuse to cover them. You may want to discuss any matters shown in Schedules B and C of the Commitment with an attorney. These matters will affect your title and your use of the land.

When your Policy is issued, the coverage will be limited by the Policy's Exceptions, Exclusions and Conditions, defined below.

- EXCEPTIONS are title risks that a Policy generally covers but does not cover in a particular instance. Exceptions are shown on Schedule B or discussed in Schedule C of the Commitment. They can also be added if you do not comply with the Conditions section of the Commitment. When the Policy is issued, all Exceptions will be on Schedule B of the Policy.

- EXCLUSIONS are title risks that a Policy generally does not cover. Exclusions are contained in the Policy but not shown or discussed in the Commitment.

- CONDITIONS are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 1-800-729-1902 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

You can also get a brochure that explains the policy from the Texas Department of Insurance by calling 1-800-252-3439.

Before the Policy is issued, you may request changes in the Policy. Some of the changes to consider are:

- Request amendment of the "area and boundary" exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey and comply with other requirements of the Company. On the Owner's Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company and if the Company's other requirements are met, your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy. Whether or not you request amendment of the "area and boundary" exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.

- Allow the Company to add an exception to "rights of parties in possession". If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement holders who occupy the land. The Company may charge you for the inspection. If you want to make your own inspection, you must sign a Waiver of Inspection form and allow the Company to add this exception to your Policy.

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.

COMMITMENT FOR TITLE INSURANCE
SCHEDULE A

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 2128244	Effective Date: September 7, 2023 at 8:00AM
CLOSER: Ron Rush	Issued: September 19, 2023 12:22PM

1. The policy or policies to be issued are:

   a. OWNER'S POLICY OF TITLE INSURANCE (Form T-1)
   (Not applicable for improved one-to-four family residential real estate)
   Policy Amount:
   PROPOSED INSURED: State of Texas Department of Transportation

   b. TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE
   -ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)
   Policy Amount: $
   PROPOSED INSURED:

   c. LOAN POLICY OF TITLE INSURANCE (Form T-2)
   Policy Amount:
   PROPOSED INSURED: , and each successor in ownership of the indebtedness secured by the insured mortgage, except a successor who is an obligor under the provisions of Section 12(c) of the Conditions.
   Proposed Borrower: State of Texas Department of Transportation

   d. TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)
   Policy Amount: $
   PROPOSED INSURED:
   Proposed Borrower:

   e. LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)
   Binder Amount: $
   PROPOSED INSURED:
   Proposed Borrower:

   f. OTHER:
   Policy Amount: $
   PROPOSED INSURED:

2. The interest in the land covered by this Commitment is:

   FEE SIMPLE

3. Record title to the land on the Effective Date appears to be vested in:

   City of El Paso

4. Legal description of land:

   See Exhibit "A" Attached Hereto

COMMITMENT FOR TITLE INSURANCE
EXHIBIT “A”
LEGAL DESCRIPTION

ISSUED BY
STEWART TITLE GUARANTY COMPANY

File No.: 2128244

Being a total of 1,693,008 square feet or 38.8661 acres of land, situated in the E. V. Newman Survey, Abstract No. 5423, Section 20, Block 80, Township 1, Texas and Pacific Railroad Company Surveys, El Paso County, Texas; said 1,693,008 square feet or 38.8661 acres of land being more particularly described by metes and bounds in two (2) parts on attached Exhibit "A".

SEE EXHIBIT “A” ATTACHED HERETO AND MADE A PART HEREOF FOR ALL PURPOSES.

NOTE: The Company is prohibited from insuring the area or quantity of the land described herein. Any statement in the above legal description of the area or quantity of land is not a representation that such area or quantity is correct, but is made only for informational and/or identification purposes and does not override Item 2 of Schedule B hereof.

Exhibit

August, 2021
Parcel 11
Page 1 of 11
TXDOTCONNECT Parcel No. P00066035.001 and .002

HIGHWAY:	Spur 320
LIMITS:	From Texas and New Mexico State Line to Loop 375
COUNTY:	El Paso
ACCOUNT NO.:	
ROW CSJ:	0665-02-007
OWNER:	The City of El Paso

Property Description for Parcel 11

Being a total of 1,693,008 square feet or 38.8661 acres of land situated in the E. V. Newman Survey, Abstract No. 5423, Section 20, Block 80, Township 1, Texas and Pacific Railroad Company Surveys, El Paso County, Texas and being part of a tract of land conveyed to The City of El Paso by deed recorded in Volume 1186, Page 183, El Paso County Deed Records (E.P.C.D.R.) and being more particularly described by metes and bounds in two (2) parts as follows:

Part 1:

Being 496,550 square feet or 11.3992 acres of land, situated in said E. V. Newman Survey, Abstract No. 5423, Section 20, Block 80, Township 1, Texas and Pacific Railroad Company Surveys;

COMMENCING, at a 2-inch iron pipe found for the common easterly corner of Sections 17 and 20, Block 80, Township 1, said Texas and Pacific Railroad Company Surveys, same being a northerly common corner to a tract of land conveyed to Newman Ranch Properties LLC by Document No. 20080086509 recorded in the Official Public Records of Real Property El Paso County (O.P.R.R.P.E.P.C.) and a tract of land conveyed to El Paso Water Utilities Board by deed recorded in Volume 1263, Page 1476, E.P.C.D.R.;

THENCE, South 01°52'31" West, with the easterly line of said El Paso Water Utilities Board tract a distance of 50.01 feet to a point at the common easterly corner of said El Paso Water Utilities Board tract and said City of El Paso tract;

THENCE, North 86°47'18" West, with said common boundary, a distance of 706.64 feet to a 5/8-inch iron rod with TXDOT aluminum cap found on the easterly right-of-way line of the proposed Spur 320 and beginning of a curve to the right for the northeast corner and **POINT OF BEGINNING** of the herein described parcel and beginning of a Denial of Access Line, having coordinates of N=10,729,035.48 and E=423,248.58, located 175.00 feet left of proposed Spur 320 Baseline Station 908+73.26;

Exhibit

August, 2021
Parcel 11
Page 2 of 11
TXDOTCONNECT Parcel No. P00066035.001 and .002

1. **THENCE,** with said proposed easterly right-of-way and Denial of Access Line, said curve to the right having a radius of 6,175.00 feet, an arc length of 1,423.69 feet, a central angle of 13 degrees 12 minutes 36 seconds, and a chord which bears South 10°56'16" East, a distance of 1,420.53 feet to a point*** for an easterly corner of the herein described parcel, located 175.00 feet left of proposed Spur 320 Baseline Station 922+56.67;

2. **THENCE,** South 04°21'23" East, with said proposed easterly right-of-way and Denial of Access Line, a distance of 147.52 feet to a to a point*** on the common boundary of said City of El Paso tract and a tract of land conveyed to EPNG Pipeline Company by Document No. 20000080243 O.P.R.R.P.E.P.C., for the most southerly corner of the herein described parcel and end of said Denial of Access Line, located 175.00 feet left of proposed Spur 320 Baseline Station 924+04.19;

3. **THENCE,** North 47°53'00" West, with the common boundary of said EPNG Pipeline Company and City of El Paso tract, a distance of 514.40 feet to a point*** on the westerly right-of-way line of said proposed Spur 320 and beginning of a curve to the left, for a westerly corner of the herein described parcel and beginning of a Denial of Access Line, located 175.00 feet right of proposed Spur 320 Baseline Station 920+24.47;

4. **THENCE,** with said proposed westerly right-of-way and Denial of Access Line, said curve to the left having a radius of 5,825.00 feet, an arc length of 993.11 feet, a central angle of 09 degrees 46 minutes 06 seconds, and a chord which bears North 11°26'01" West, a distance of 991.91 feet to a TxDOT Type II brass cap monument found at the beginning of a curve to the left, for a westerly corner of the herein described parcel, located 175.00 feet right of proposed Spur 320 Baseline Station 910+01.53;

5. **THENCE,** continuing with said proposed westerly right-of-way and Denial of Access Line, said curve to the left having a radius of 1,000.00 feet, an arc length of 146.54 feet, a central angle of 08 degrees 23 minutes 46 seconds, and a chord which bears North 20°30'57" West, a distance of 146.41 feet to a TxDOT Type II brass cap monument found for a westerly corner of the herein described parcel, located 183.88 feet right of proposed Spur 320 Baseline Station 908+50.88;

6. **THENCE,** North 24°42'39" West, continuing with said proposed westerly right-of-way and Denial of Access Line, a distance of 93.67 feet to a TxDOT Type II brass cap monument found for a westerly corner of the herein described parcel, located 194.48 feet right of proposed Spur 320 Baseline Station 907+54.78;

7. **THENCE,** North 25°04'28" West, continuing with said proposed westerly right-of-way and Denial of Access Line, a distance of 27.41 feet to a 5/8-inch iron rod with TxDOT aluminum cap found on the common boundary of said, City of El Paso tract and the aforesaid El Paso Water Utilities Board tract, for the northwest corner of the herein described parcel and end of said Denial of Access Line, located 197.47 feet right of proposed Spur 320 Baseline Station 907+26.61;

8. **THENCE,** South 86°47'18" East, with said common boundary, a distance of 400.17 feet to the **POINT OF BEGINNING** and containing 496,550 square feet or 11.3992 acres of land.

Part 2:

Being 1,196,458 square feet or 27.4669 acres of land, situated in said E. V. Newman Survey, Abstract No. 5423, Section 20, Block 80, Township 1, Texas and Pacific Railroad Company Surveys;

COMMENCING, at a 2-inch iron pipe found for the common northerly corner of Sections 20 and 21, Block 80, Township 1, said Texas and Pacific Railroad Company Surveys,

THENCE, South 01°52'31" West, with the common boundary of Sections 20 and 21, said Block 80, a distance of 1,948.55 feet to a point on the common boundary of said City of El Paso tract and a tract of land conveyed to EPNG Pipeline Company by Document No. 20000080243 O.P.R.R.P.E.P.C.;

THENCE, North 47°53'00" West, with the common boundary of said City of El Paso tract and EPNG Pipeline Company tract, a distance of 481.47 feet to a point*** on the easterly right-of-way line of the proposed Spur 320 for a northerly corner and **POINT OF BEGINNING** of the herein described parcel and beginning of a Denial of Access Line, having coordinates of N=10,727,421.27 and E=423,534.83, located 175.00 feet left of proposed Spur 320 Baseline Station 924+76.79;

1. **THENCE,** South 04°21'23" East, with said proposed easterly right-of-way and Denial of Access Line, a distance of 1,583.00 feet to a TxDOT Type II brass cap monument found for an easterly corner of the herein described parcel, located 175.00 feet left of proposed Spur 320 Baseline Station 940+59.79;

2. **THENCE,** North 85°38'38" East, with said proposed easterly right-of-way and Denial of Access Line, a distance of 8.17 feet to a TxDOT Type II brass cap monument found for an easterly corner of the herein described parcel, located 183.17 feet left of proposed Spur 320 Baseline Station 940+59.79;

3. **THENCE,** South 04°28'09" East, continuing with said proposed easterly right-of-way and Denial of Access Line, a distance of 101.67 feet to a TxDOT Type II brass cap monument found for an easterly corner of the herein described parcel, located 183.11 feet left of proposed Spur 320 Baseline Station 941+62.65;

4. **THENCE,** South 85°16'21" West, continuing with said proposed easterly right-of-way and Denial of Access Line, a distance of 8.11 feet to a TxDOT Type II brass cap monument found for the beginning of a curve to the left and an easterly corner of the herein described parcel, located 175.00 feet left of proposed Spur 320 Baseline Station 941+62.65;

5. **THENCE,** continuing with said proposed easterly right-of-way and Denial of Access Line, said curve to the left having a radius of 12,325.00 feet, an arc length of 725.92 feet, a central angle of 03 degrees 22 minutes 29 seconds, and a chord which bears South 06°24'54" East, a distance of 725.81 feet to a TxDOT Type II brass cap monument found for an easterly corner of the herein described parcel, located 175.00 feet left of proposed Spur 320 Baseline Station 948+98.87;

6. **THENCE,** South 10°15'39" East, continuing with said proposed easterly right-of-way and said Denial of Access Line, a distance of 331.46 feet to a TxDOT Type II brass cap monument found on the common boundary of said City of El Paso tract, a 6.629 acre tract of land conveyed to The State of Texas in Document No. 20150027354 O.P.R.R.P.E.P.C., same being a westerly corner of the Northern Lights Subdivision, plat recorded by Document No. 20100024031 O.P.R.R.P.E.P.C., for an easterly corner of the herein described parcel and end of said Denial of Access Line, located 183.03 feet left of proposed Spur 320 Baseline Station 952+35.06;

7. **THENCE,** South 46°21'59" West, with the common boundary of said City of El Paso and State of Texas tracts, a distance of 430.68 feet to a TxDOT Type II brass cap monument found on the westerly right-of-way line of said proposed Spur 320 for the most southerly corner of the herein described parcel and beginning of a Denial of Access Line, located 176.34 feet right of proposed Spur 320 Baseline Station 954+72.49;

8. **THENCE,** North 09°23'58" West, with said proposed westerly right-of-way and Denial of Access Line, a distance of 3.40 feet to a TxDOT Type II brass cap monument found for a westerly corner of the herein described parcel, located 176.26 feet right of proposed Spur 320 Baseline Station 954+69.14;

CONTINUING, with said proposed westerly right-of-way and Denial of Access Line, the following calls, each for a westerly corner of the herein described parcel;

9. **THENCE,** South 80°35'51" West, a distance of 9.33 feet to a TxDOT Type II brass cap monument found for corner, located 185.59 feet right of proposed Spur 320 Baseline Station 954+68.93;

10. **THENCE,** North 09°11'51" West, a distance of 81.20 feet to a TxDOT Type II brass cap monument found for corner, located 183.70 feet right of proposed Spur 320 Baseline Station 953+88.93;

11. **THENCE,** North 80°36'05" East, a distance of 9.05 feet to a TxDOT Type II brass cap monument found for corner, located 174.66 feet right of proposed Spur 320 Baseline Station 953+89.08;

12. **THENCE,** North 09°23'58" West, a distance of 439.91 feet to a TxDOT Type II brass cap monument found, located 175.00 feet right of proposed Spur 320 Baseline Station 949+55.21;

13. **THENCE,** South 86°42'08" West, a distance of 378.46 feet to a TxDOT Type II brass cap monument found, located 552.03 feet right of proposed Spur 320 Baseline Station 949+23.23;

14. **THENCE,** North 03°17'52" West, a distance of 331.00 feet to a TxDOT Type II brass cap monument found, located 527.84 feet right of proposed Spur 320 Baseline Station 946+06.77;

15. **THENCE,** North 86°42'08" East, continuing with said proposed westerly right-of-way and Denial of Access Line, a distance of 353.50 feet to a TxDOT Type II brass cap monument found for the beginning of a curve to the right and a westerly corner of the herein described parcel, located 175.00 feet right of proposed Spur 320 Baseline Station 946+27.85;

16. **THENCE,** with said proposed westerly right-of-way and Denial of Access Line, said curve to the right having a radius of 12,675.00 feet, an arc length of 553.86 feet, a central angle of 02 degrees 30 minutes 13 seconds, and a chord which bears North 05°36'29" West, a distance of 553.82 feet to a TxDOT Type II brass cap monument found for a westerly corner of the herein described parcel, located 175.00 feet right of proposed Spur 320 Baseline Station 940+81.63;

17. **THENCE,** North 04°21'23" West, continuing with said proposed westerly right-of-way and Denial of Access Line, a distance of 1,827.50 feet to a TxDOT Type II brass cap monument found for the beginning of a curve to the left and westerly corner of the herein described parcel, located 175.00 feet right of proposed Spur 320 Baseline Station 922+54.13;

Exhibit

August, 2021
Parcel 11
Page 6 of 11
TXDOTCONNECT Parcel No. P00066035.001 and .002

18. **THENCE,** with said proposed westerly right-of-way and Denial of Access Line, said curve to the left having a radius of 5,825.00 feet, an arc length of 147.81 feet, a central angle of 01 degrees 27 minutes 14 seconds, and a chord which bears North 05°04'59" West, a distance of 147.80 feet to a point*** on the common boundary of said City of El Paso tract and said EPNG Pipeline Company tract, for the most northerly corner of the herein described parcel and end of said Denial of Access Line, located 175.00 feet right of proposed Spur 320 Baseline Station 921+01.89;

19. **THENCE,** South 47°53'00" East, with said common boundary a distance of 510.93 feet, to the **POINT OF BEGINNING** and containing 1,196,458 square feet or 27.4669 acres of land within Part 2 and containing a combined 1,693,008 square feet or 38.8661 acres of land within Parts 1& 2.

Point ***:Corner not set at request of pipeline field rep due to pipeline depth.
Note:Survey Plat to accompany this legal description.
Note:Access is prohibited across the "Denial of Access Line" to the highway facility from the remainder of the abutting property.

Bearings and coordinates are based upon the Texas Coordinate System of 1983, Central Zone (4203), NAD 83(2011) and are referenced to the TxDot RTN, Mount point NAD83_(2010)- West_VRS_RTCM. All distances and coordinates shown are surface values and may be converted to state plane values by dividing by the surface adjustment factor of 1.000231. The Unit of Measure is the U.S. Survey Foot.

I, Scott M. Fertak, a Registered Professional Land Surveyor, do hereby certify that this property description is a true and correct representation of a survey made on the ground, under my direction and supervision.

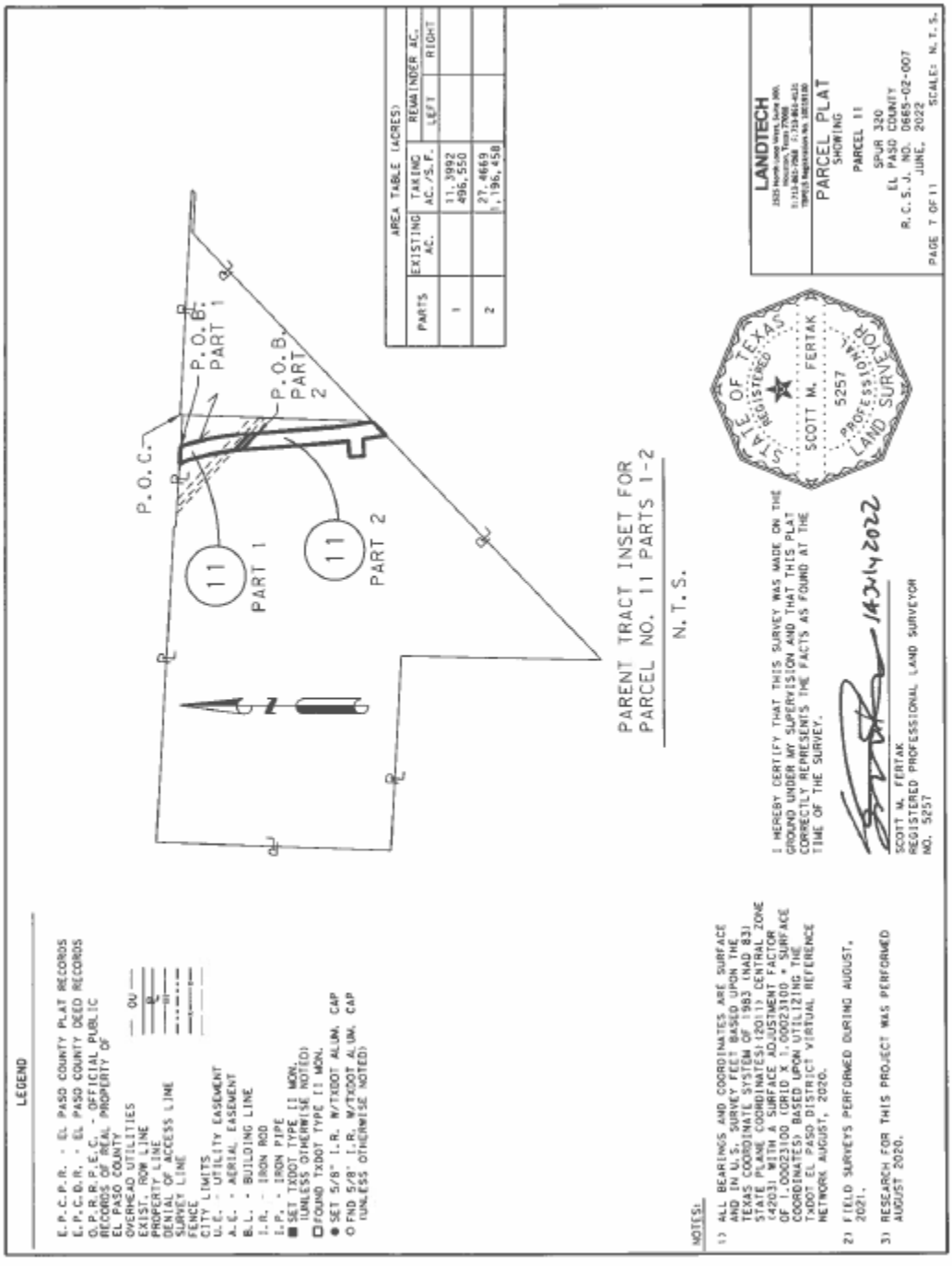


14 July 2022

Scott M. Fertak
Registered Professional Land Surveyor
No. 5257

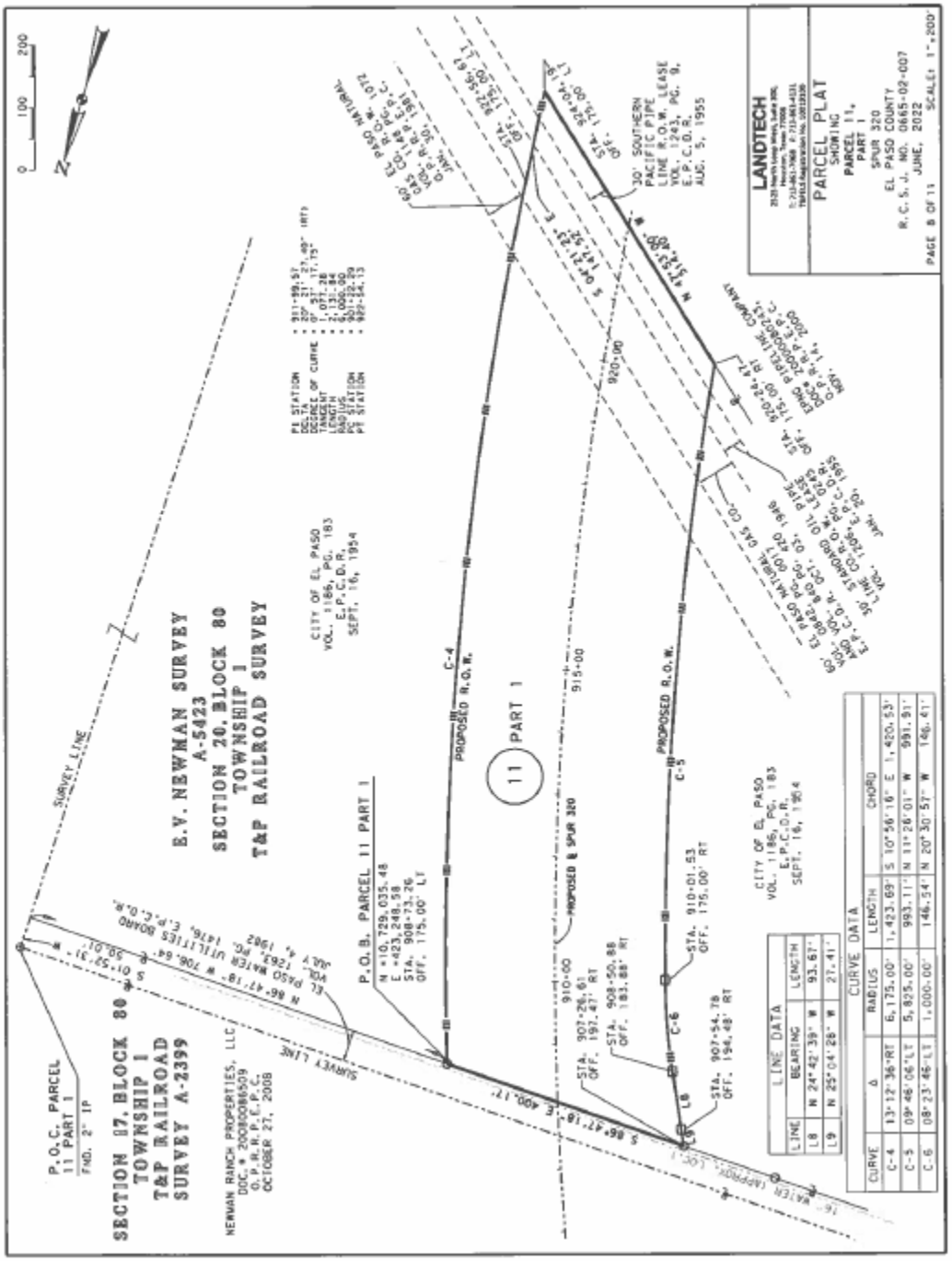
COMMITMENT FOR TITLE INSURANCE
EXHIBIT "A"
LEGAL DESCRIPTION

ISSUED BY
STEWART TITLE GUARANTY COMPANY



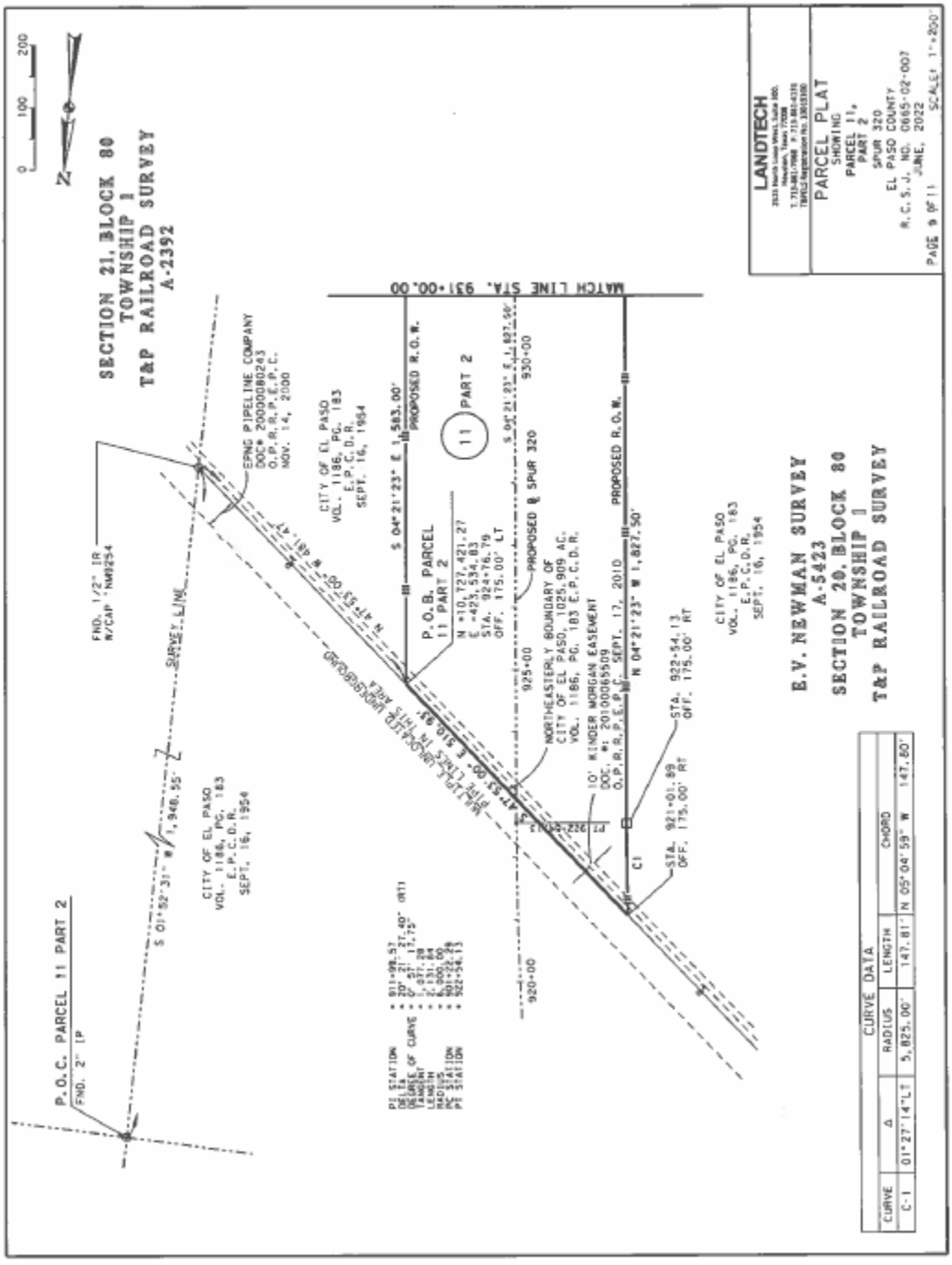
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EXHIBIT "A"
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STEWART TITLE GUARANTY COMPANY



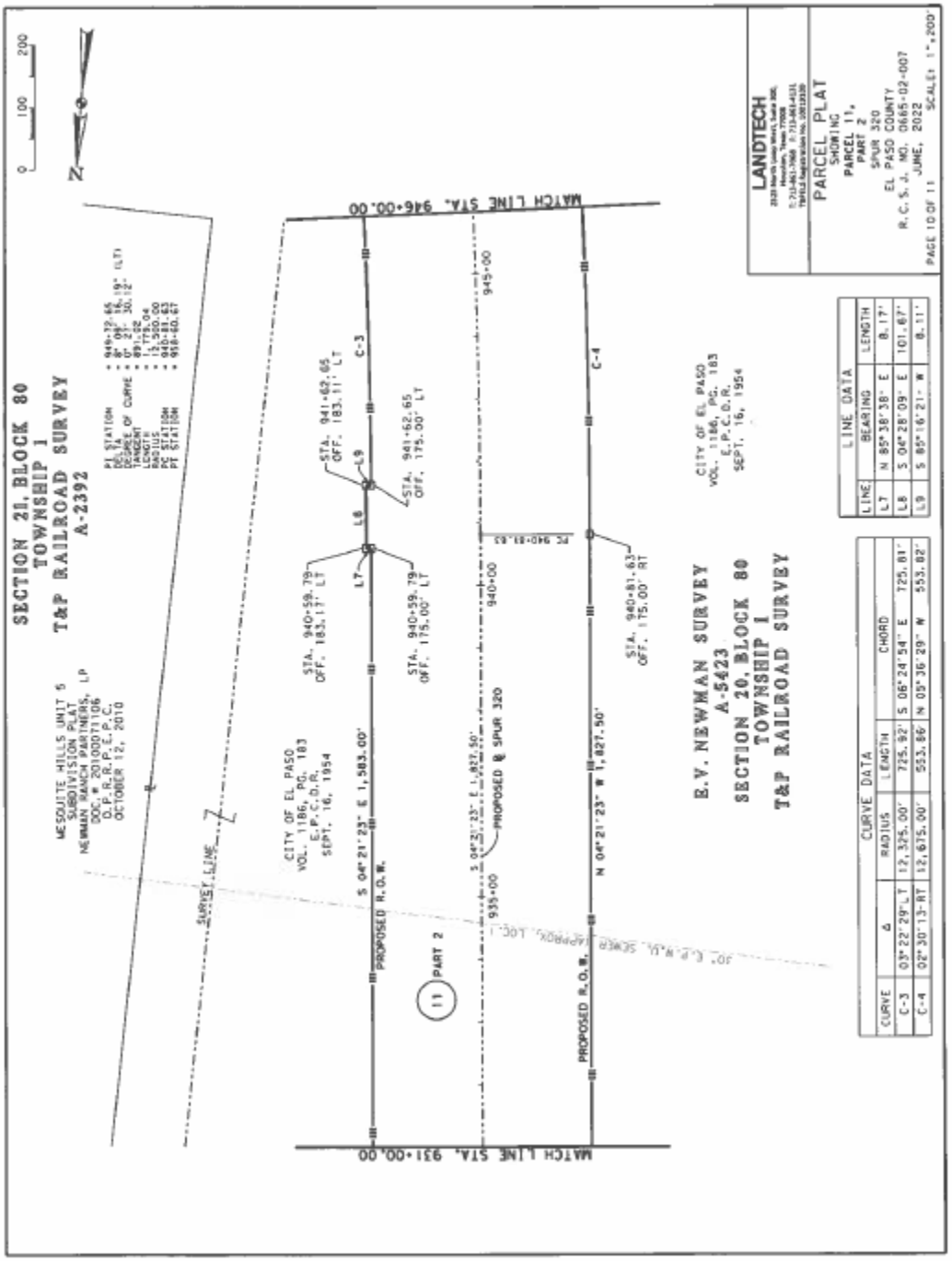
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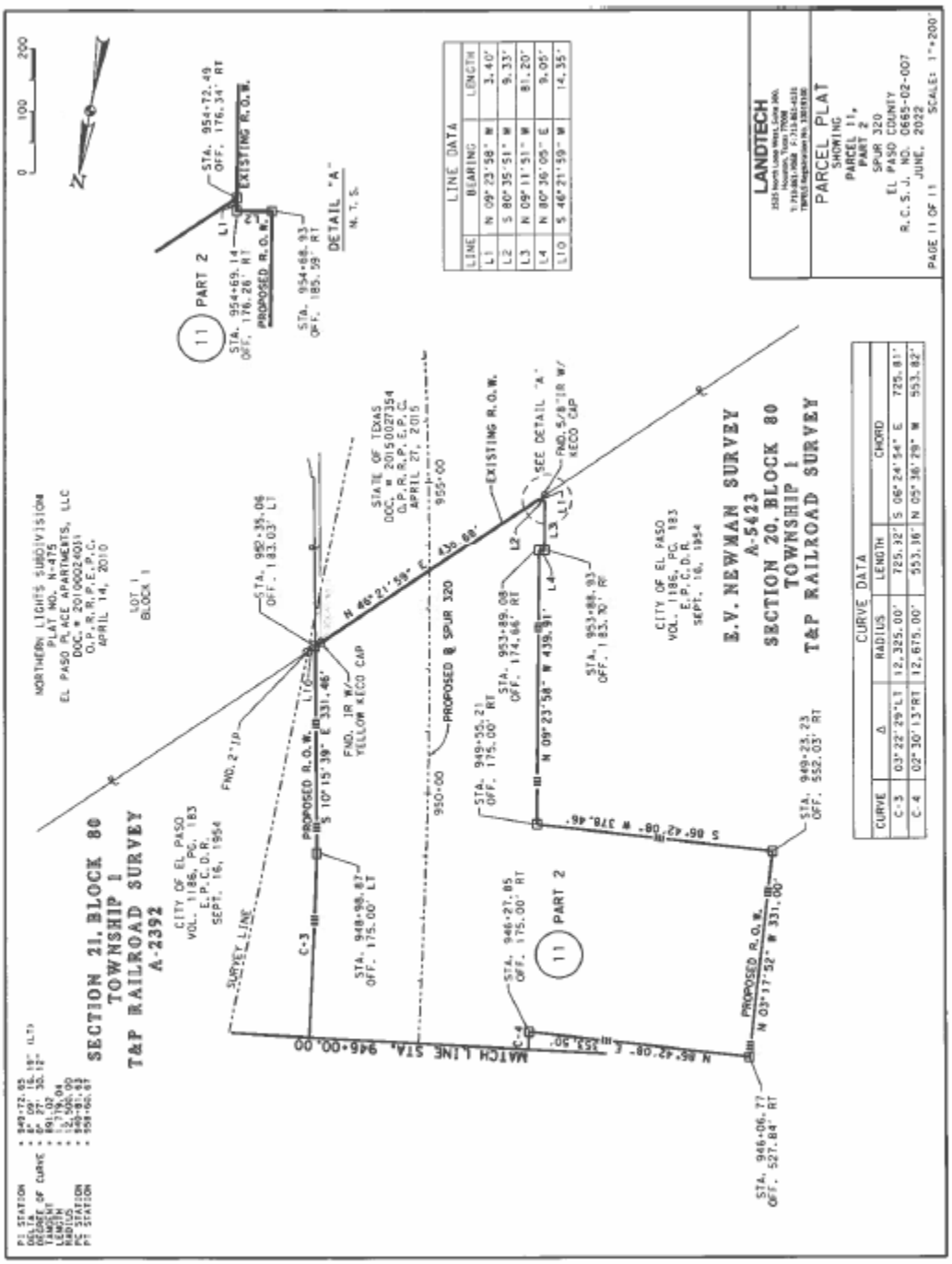
COMMITMENT FOR TITLE INSURANCE
EXHIBIT "A"
LEGAL DESCRIPTION

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COMMITMENT FOR TITLE INSURANCE
EXHIBIT "A"
LEGAL DESCRIPTION

ISSUED BY
STEWART TITLE GUARANTY COMPANY



COMMITMENT FOR TITLE INSURANCE
SCHEDULE B

ISSUED BY
STEWART TITLE GUARANTY COMPANY

EXCEPTIONS FROM COVERAGE

In addition to the Exclusions and Conditions and Stipulations, your policy will not cover loss, costs, attorney's fees and expenses resulting from:

~~1. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception.):~~

2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements. Upon receipt of an approved survey, Schedule B, Item 2 may be modified to read in its entirety, "Shortages in area" (Loan Policy only or Owner's Title Policy with prescribed premium.)

3. Homestead or community property or survivorship rights, if any, of any spouse of any insured. (Applies to the Owner's Policy only.)

4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
   a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs, or oceans, or

   b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or

   c. to filled-in lands, or artificial islands, or

   d. to statutory water rights, including riparian rights, or

   e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.
   (Applies to the Owner's Policy only.)

5. Standby fees, taxes and assessments by any taxing authority for the year 2023 and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Loan Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year 2023 and subsequent years.")

6. The terms and conditions of the documents creating your interest in the land.

7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)

8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy T-2 only.)

9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan Policy of Title Insurance (T-2R) only.) Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy of Title Insurance. (T-2R)

COMMITMENT FOR TITLE INSURANCE
SCHEDULE B

ISSUED BY
STEWART TITLE GUARANTY COMPANY

10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):

    a) Rights of parties in possession. (Owner Title Policy only)

    b) Any and all leases, recorded and unrecorded, and rights of parties therein.

    c) Easement dated September 1, 1946, executed by George C. Fraser, et al to El Paso Natural Gas Company, of record in Volume 840, Page 420, Deed Records of El Paso County, Texas.

    d) Easement dated September 30, 1946, executed by Robert B. Price to El Paso Natural Gas Company, of record in Volume 842, Page 17, Deed Records of El Paso County, Texas.

    e) Easement dated December 15, 1980, executed by the City of El Paso to El Paso Natural Gas Company, of record in Volume 1148, Page 1072, Deed Records of El Paso County, Texas.

    f) Right of Way Lease dated September 12, 1954, executed by the City of El Paso to Standard Oil Pipeline Company, of record in Volume 1206, Page 245, Deed Records of El Paso County, Texas.

    g) Right of Way Lease dated August 4, 1955, executed by the City of El Paso to Southern Pacific Pipeline Company, of record in Volume 1243, Page 9, Deed Records of El Paso County, Texas.

    h) Easement Agreement dated July 20, 2007, executed by City of El Paso (El Paso Water Utilities Public Service Board) to SFPP, L.P. (Kinder Morgan), of record under Instrument Number 20100065509, as amended under Instrument Number 20130010601, Official Records of El Paso County, Texas.

    i) License Agreement dated August 7, 2013, executed by City of El Paso (El Paso Water Utilities Public Service Board) to Magellan Pipeline L. P., of record under Instrument Numbers 20130059975 and 20130081297, as amended by Instrument Number 20140024886, all Official Records of El Paso County, Texas.

    j) Easement dated July 13, 2017, executed by City of El Paso to El Paso Electric Company, of record under Instrument Number 20170051653, Official Records of El Paso County, Texas.

    k) Easement Agreement dated December 14, 2020, executed by City of El Paso (El Paso Water Utilities Public Service Board) to FSW Investments I, L.P., et al, of record under Instrument Number 20200105844, Official Records of El Paso County, Texas.

    l) Water Rights Deed dated November 3, 1976, executed by Price's Producers Incorporated to the City of El Paso, of record in Volume 903, Page 450, Deed Records of El Paso County, Texas. (Title to above said interests have not been investigated subsequent to the execution date of cited instruments. The Company makes no representation as to the present ownership of any such interests.)

    m) Oil, Gas and Mineral Reservation dated December 30, 1947, executed by Robert B. Price to Price's Producers Incorporated, recorded in Volume 885, Page 607, Deed Records, El Paso County, Texas. (Title to the aforesaid estate has not been investigated subsequent to date of said instrument.)

    n) Oil, Gas and Mineral Reservation dated September 16, 1954, executed by Price's Producers Incorporated to the City of El Paso, recorded in Volume 1186, Page 178, Deed Records, El Paso County, Texas. (Title to the aforesaid estate has not been investigated subsequent to date of said instrument.)

    o) Confirmation of Reservation of Minerals dated August 2, 1984, executed by Price's Procucers Incorporated, et al to the Public, recorded in Volume 1481, Page 1492, Official Records, El Paso County, Texas. (Title to the aforesaid estate has not been investigated subsequent to date of said instrument.)

p) All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interests that are not listed.

q) All leases, grants, exceptions or reservations of the geothermal energy and associated resources below the surface of the land, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of the geothermal energy and associated resources below the surface of the land that are not listed.

COMMITMENT FOR TITLE INSURANCE
SCHEDULE C

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Your Policy will not cover loss, costs, attorneys' fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.

2. Satisfactory evidence must be provided that:

   - no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,

   - all standby fees, taxes, assessments and charges against the property have been paid,

   - all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialman's liens have attached to the property,

   - there is legal right of access to and from the land,

   - (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.

3. You must pay the seller or borrower the agreed amount for your property or interest.

4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.

5. Note: Procedural Rule P-27 as provided for in Section 2561.202, Texas Insurance Code requires that "Good Funds" be received and deposited before a Title Agent may disburse from its Trust Fund Account. Procedural Rule P-27 provides a list of the types of financial documents and instruments which satisfy this requirement. Please be advised that we reserve the right to determine on a case-by-case basis what form of good funds is acceptable.

6. FOR INFORMATION ONLY: The vesting on Schedule A is by virtue of deed recorded in Volume 1186, Page 178, Deed Records of El Paso County, Texas.

7. Note: An Affidavit was styled "Notice of Claim to the Ysleta Grant and Aboriginal Title Areas" and was filed in Volume 2553, Page 1958, Real Property Records, El Paso County, Texas. The memorandum attached to this Affidavit states that "the claim is one for return of possession from third parties of all lands contained within the Ysleta, Senecu, Socorro and Ascarate Grants in El Paso County, Texas (based on aboriginal title and specific Spanish and Mexican Grants); as well as the balance of El Paso County and all of Hudspeth, Culberson, Jeff Davis, Brewster and Presidio Counties, Texas (based on aboriginal title only); and for damages for trespass and unlawful occupation and use." Upon request to the company, you may receive a copy of the Affidavit and memorandum. THE POLICY TO BE ISSUED TO YOU WILL NOT EXCEPT TO THE AFFIDAVIT OR CLAIMS REFLECTED BY THE AFFIDAVIT. THIS NOTE IS FOR INFORMATIONAL PURPOSES ONLY.

8. Company requires for its review satisfactory documentation from the City of El Paso authorizing this transaction and naming the party(ies) authorized to sign on its behalf. At the time the Company is furnished these items, the Company may make additional requirements and/or exceptions.

9. NOTE TO CLOSER: No outstanding liens of record, please inquire,

10. File to be updated prior to closing.

COMMITMENT FOR TITLE INSURANCE
SCHEDULE D

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Policy Commitment No.: 2128244

The information contained in this Schedule (D) does not affect title to or the lien upon the land described in Schedule A hereof, to be insured in any policy(ies) of title insurance to be issued in accordance with this Commitment.

As to **Stewart Title Guaranty Company**, the Underwriter herein, the following disclosures are made as of **January 1, 2022:**

A-1. Shareholders owning or controlling, or holding, directly or indirectly, ten percent (10%) or more of the shares of **Stewart Title Guaranty Company** as of the last day of the year preceding the date hereinabove set forth are as follows:
Stewart Information Services Corporation -100%

A-2. The members of the Board of Directors of **Stewart Title Guaranty Company** as of the last day of the year preceding the date hereinabove set forth are as follows: Frederick H. Eppinger, David C. Hisey, John L. Killea, Steven M. Lessack, Tara S. Smith, Brian K. Glaze, Pamela B. O'Brien and Mary P. Thomas.

A-3. The designated officers of **Stewart Title Guaranty Company** as of the last day of the year preceding the date hereinabove set forth are as follows: Frederick H. Eppinger, Chief Executive Officer & President; David C. Hisey, Chief Financial Officer - Secretary & Assistant Treasurer; Brad Rable, Chief Information Officer; Genady Vishnevetsky, Chief Information Security Officer; Emily Kain, Chief Human Resources Officer; Steven M. Lessack, Group President; Tara S. Smith, Group President - Agency Services; John L. Killea, General Counsel & Chief Compliance Officer; Charles M. Craig, Senior Vice President - Associate General Counsel & Senior Underwriting Counsel; James L. Gosdin, Senior Vice President - Chief Underwriting Counsel & Associate General Counsel; John Rothermel, Senior Vice President - Senior Underwriting Counsel; Heidi Junge, Senior Vice President - Regional Underwriting Counsel.

As to **Stewart Title Company** (Title Insurance Agent), the following disclosures are made:

B-1 Shareholders, owners, partners or other persons having, owning or controlling one percent (1%) or more of Title Insurance Agent are as follows: Stewart Title Guaranty Company – 100%

B-2 Shareholders, owners, partners, or other persons having, owning or controlling ten percent (10%) or more of an entity that has, owns or controls one percent (1%) or more of Title Insurance Agent are as follows:
Stewart Information Services Corporation - 100%

B-3 If Title Insurance Agent is a corporation, the following is a list of the members of the Board of Directors:

Frederick H. Eppinger, David C. Hisey, John L. Killea

B-4 If Title Insurance Agent is a corporation, the following is a list of its officers:

Frederick H. Eppinger	Chairman, Chief Executive Officer and President
David C. Hisey	Chief Financial Officer, Assistant Secretary-Treasurer
John L. Killea	Executive Vice President, Chief Legal Officer
Julie Warnock	Secretary, Assistant Treasurer
Scott Gray	Treasurer, Assistant Secretary

C-1. You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving a portion of the premium from the settlement of this transaction will be disclosed on the closing or settlement statement.

You are further advised that the estimated title premium* is:

Owner's Policy	TBD
Loan Policy	$0.00
Endorsement Charges	$25.00
Other	
Total	TBD

Of this total amount 15% will be paid to Stewart Title Guaranty Company; 85% will be retained by the issuing Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:

Amount			To Whom	For Service
$	(or	%)		
$	(or	%)		
$	(or	%)		

“The estimated premium is based upon information furnished to us as of the date of this Commitment for Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance.”

T-7 Commitment Schedule D Revised 1/1/2022

DISCLOSURE REGARDING FUNDS FOR CLOSING

(to be provided with or within the Commitment for Title Insurance)

As Escrow Agent for the Real Estate transaction Stewart Title Company, ("Escrow Agent") has received and/or will receive the buyer's/borrower's funds and/or funds from the buyer's/borrower's lender for disbursement at closing of the transaction.

The seller and the buyer (or the borrower in a refinancing transaction) may request that escrow funds be invested in an interest-bearing account subject to a reasonable administrative fee charged by Escrow Agent and any account terms and conditions negotiated with the financial institution offering the interest bearing account. Otherwise, Escrow Agent shall deposit the earnest money in a demand deposit account that is federally insured to the maximum extent permitted by law. Demand deposit accounts offer immediately available funds for withdrawal after a check has cleared.

Escrow Agent may receive other benefits from the financial institution where the funds are deposited. Based upon the deposit of escrow funds in demand deposit accounts and other relationships with the financial institution, Escrow Agent is eligible to participate in a program whereby it may (i) receive favorable loan terms and earn income from the investment of loan proceeds and (ii) receive other benefits offered by the financial institution.

STEWART TITLE GUARANTY COMPANY

DELETION OF ARBITRATION PROVISION

(Not applicable to the Texas Residential Owner's Policy)

ARBITRATION is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Insurance Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator's award.

Your policy contains an arbitration provision (shown below). It allows you or the Company to require arbitration if the amount of insurance is $2,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. You can do this by signing this form and returning it to the Company at or before the closing of your real estate transaction or by writing to the Company.

The arbitration provision in the Policy is as follows:

> "Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is $2,000,000 or less shall be arbitrated at the option of either the Company or the Insured, unless the Insured is an individual person (as distinguished from an Entity). All arbitrable matters when the Amount of Insurance is in excess of $2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction."

SIGNATURE _____ DATE _____

STEWART INFORMATION SERVICES CORPORATION
GRAMM-LEACH BLILEY PRIVACY NOTICE

This Stewart Information Services Corporation Privacy Notice ("Notice") explains how we and our affiliates and majority-owned subsidiary companies (collectively, "Stewart," "our," or "we") collect, use, and protect personal information, when and to whom we disclose such information, and the choices you have about the use and disclosure of your information. Pursuant to Title V of the Gramm-Leach Bliley Act ("GLBA") and other Federal and state laws and regulations applicable to financial institutions, consumers have the right to limit some, but not all sharing of their personal information. Please read this Notice carefully to understand how Stewart uses your personal information.

The types of personal information Stewart collects, and shares depends on the product or service you have requested.

Stewart may collect the following categories of personal and financial information from you throughout your transaction:

1. Identifiers: Real name, alias, online IP address if accessing company websites, email address, account name, unique online identifier, or other similar identifiers.

2. Demographic Information: Marital status, gender, date of birth.

3. Personal Information and Personal Financial Information: Full name, signature, social security number, address, driver's license number, passport number, telephone number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, credit reports, or any other information necessary to complete the transaction.

Stewart may collect personal information about you from:

1. Publicly available information from government records.
2. Information we receive directly from you or your agent(s), such as your lender or real estate broker.
3. Information we receive from consumer reporting agencies and/or governmental entities, either directly from these entities or through others.

Stewart may use your personal information for the following purposes:

1. To provide products and services to you in connection with a transaction.
2. To improve our products and services.
3. To communicate with you about our affiliates', and others' products and services, jointly or independently.

Stewart may use or disclose the personal information we collect for one or more of the following purposes:

- To fulfill or meet the reason for which the information is provided.
- To provide, support, personalize, and develop our website, products, and services.
- To create, maintain, customize, and secure your account with Stewart.
- To process your requests, purchases, transactions, and payments and prevent transactional fraud.
- To prevent and/or process claims.
- To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
- As necessary or appropriate to protect the rights, property or safety of Stewart, our customers, or others.
- To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
- To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
- To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
- Auditing for compliance with federal and state laws, rules, and regulations.
- Performing services including maintaining or servicing accounts, providing customer service, processing, or fulfilling orders and transactions, verifying customer information, processing payments.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal information or use the personal information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, your realtor, broker, or a lender). Stewart may disclose your personal information to non-affiliated third-party service providers and vendors to render services to complete your transaction.

We share your personal information with the following categories of third parties:

- Non-affiliated service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
- To enable Stewart to prevent criminal activity, fraud, material misrepresentation, or nondisclosure.
- Stewart's affiliated and subsidiary companies.
- Parties involved in litigation and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations, taxing authorities, if required in the transaction.
- Federal and State Regulators, law enforcement and other government entities to law enforcement or authorities in connection with an investigation, or in response to a subpoena or court order.

The law does not require your prior authorization or consent and does not allow you to restrict the disclosures described above. Additionally, we may disclose your information to third parties for whom you have given us authorization or consent to make such disclosure. We do not otherwise share your Personal Information or browsing information with non-affiliated third parties, except as required or permitted by law.

Right to Limit Use of Your Personal Information

You have the right to opt-out of sharing of your personal information among our affiliates to directly market to you. To opt-out of sharing your information with affiliates for direct marketing, you may send an "opt out" request to OptOut@stewart.com, or contact us through other available methods provided under "Contact Information" in this Notice. We do not share your Personal Information with nonaffiliates for their use to directly market to you without your consent.

How Stewart Protects Your Personal Information

Stewart maintains physical, technical, and administrative safeguards and policies to protect your personal information.

Contact Information

If you have specific questions or comments about this Notice, the ways in which Stewart collects and uses your information described herein, or your choices and rights regarding such use, please do not hesitate to contact us at:

Phone: Toll Free at 1-866-571-9270
Email: Privacyrequest@stewart.com

Postal Address: Stewart Information Services Corporation
Attn: Mary Thomas, Chief Compliance and Regulatory Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056

Effective Date: January 1, 2020
Updated: August 24, 2023

STEWART INFORMATION SERVICES CORPORATION
PRIVACY NOTICE FOR CALIFORNIA RESIDENTS

Stewart Information Services Corporation and its affiliates and majority-owned subsidiary companies (collectively, "Stewart," "our," or "we") respect and are committed to protecting your privacy. Pursuant to the California Consumer Privacy Act of 2018 ("CCPA") and the California Privacy Rights Act of 2020 ("CPRA"), we are providing this **Privacy Notice ("**CCPA Notice"). This CCPA Notice explains how we collect, use, and disclose personal information, when and to whom we disclose such information, and the rights you, as a California resident have regarding your Personal Information. This CCPA Notice supplements the information contained in Stewart's existing privacy notice and applies solely to all visitors, users, consumers, and others who reside in the State of California or are considered California Residents as defined in the CCPA ("consumers" or "you"). All terms defined in the CCPA & CPRA have the same meaning when used in this Notice.

Personal and Sensitive Personal Information Stewart Collects

Stewart has collected the following categories of personal and sensitive personal information from consumers within the last twelve (12) months:

A. Identifiers. A real name, alias, postal address, unique personal identifier, online identifier, Internet Protocol address, email address, account name, Social Security number, driver's license number, passport number, or other similar identifiers.

B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)). A name, signature, Social Security number, address, telephone number, passport number, driver's license or state identification card number, insurance policy number, education, employment, employment history, bank account number, credit card number, debit card number, or any other financial information.

C. Protected classification characteristics under California or federal law. Age, race, color, ancestry, national origin, citizenship, marital status, sex (including gender, gender identity, gender expression), veteran or military status.

D. Commercial information. Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.

E. Internet or other similar network activity. Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.

F. Geolocation data

Stewart obtains the categories of personal and sensitive information listed above from the following categories of sources:

- Directly and indirectly from customers, their designees, or their agents (For example, realtors, lenders, attorneys, brokers, etc.)
- Directly and indirectly from activity on Stewart's website or other applications.
- From third parties that interact with Stewart in connection with the services we provide.

Use of Personal and Sensitive Personal Information

Stewart may use or disclose the personal or sensitive information we collect for one or more of the following purposes:

a. To fulfill or meet the reason for which the information is provided.
b. To provide, support, personalize, and develop our website, products, and services.
c. To create, maintain, customize, and secure your account with Stewart.
d. To process your requests, purchases, transactions, and payments and prevent transactional fraud.
e. To prevent and/or process claims.
f. To assist third party vendors/service providers who complete transactions or perform services on Stewart's behalf pursuant to valid service provider agreements.
g. As necessary or appropriate to protect the rights, property or safety of Stewart, our customers, or others.
h. To provide you with support and to respond to your inquiries, including to investigate and address your concerns and monitor and improve our responses.
i. To personalize your website experience and to deliver content and product and service offerings relevant to your interests, including targeted offers and ads through our website, third-party sites, and via email or text message (with your consent, where required by law).
j. To help maintain the safety, security, and integrity of our website, products and services, databases and other technology-based assets, and business.
k. To respond to law enforcement or regulator requests as required by applicable law, court order, or governmental regulations.
l. Auditing for compliance with federal and state laws, rules, and regulations.
m. Performing services including maintaining or servicing accounts, providing customer service, processing, or fulfilling orders and transactions, verifying customer information, processing payments, providing advertising or marketing services or other similar services.
n. To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all our assets, whether as a going concern or as part of bankruptcy, liquidation, or similar proceeding, in which personal information held by us is among the assets transferred.

Stewart will not collect additional categories of personal or sensitive information or use the personal or sensitive information we collected for materially different, unrelated, or incompatible purposes without providing you notice.

Disclosure of Personal Information to Affiliated Companies and Nonaffiliated Third Parties

Stewart does not sell your personal information to nonaffiliated third parties. Stewart may share your information with those you have designated as your agent throughout the course of your transaction (for example, a realtor, broker, or a lender).

We share your personal information with the following categories of third parties:

a. Service providers and vendors we contract with to render specific services (For example, search companies, mobile notaries, and companies providing credit/debit card processing, billing, shipping, repair, customer service, auditing, marketing, etc.)
b. Affiliated Companies.
c. Parties involved in litigation and attorneys, as required by law.
d. Financial rating organizations, rating bureaus and trade associations.
e. Federal and State Regulators, law enforcement and other government entities

In the preceding twelve (12) months, Stewart has disclosed the following categories of personal information:

Category A: Identifiers
Category B: California Customer Records personal information categories
Category C: Protected classification characteristics under California or federal law
Category D: Commercial Information
Category E: Internet or other similar network activity
Category F: Non-public education information

A. Your Consumer Rights and Choices Under CCPA and CPRA

The CCPA and CPRA provide consumers (California residents as defined in the CCPA) with specific rights regarding their personal information. This section describes your rights and explains how to exercise those rights.

i. Access to Specific Information and Data Portability Rights

You have the right to request that Stewart disclose certain information to you about our collection and use of your personal information over the past 12 months. Once we receive and confirm your verifiable consumer request, Stewart will disclose to you:

- The categories of personal information Stewart collected about you.
- The categories of sources for the personal information Stewart collected about you.
- Stewart's business or commercial purpose for collecting that personal information.
- The categories of third parties with whom Stewart shares that personal information.
- The specific pieces of personal information Stewart collected about you (also called a data portability request).
- If Stewart disclosed your personal data for a business purpose, a listing identifying the personal information categories that each category of recipient obtained.

ii. Deletion Request Rights

You have the right to request that Stewart delete any personal information we collected from you and retained, subject to certain exceptions. Once we receive and confirm your verifiable consumer request, Stewart will delete (and direct our service providers to delete) your personal information from our records, unless an exception applies.

Stewart may deny your deletion request if retaining the information is necessary for us or our service providers to:

1. Complete the transaction for which we collected the personal information, provide a good or service that you requested, take actions reasonably anticipated within the context of our ongoing business relationship with you, or otherwise perform our contract with you.
2. Detect security incidents, protect against malicious, deceptive, fraudulent, or illegal activity, or prosecute those responsible for such activities.
3. Debug products to identify and repair errors that impair existing intended functionality.
4. Exercise free speech, ensure the right of another consumer to exercise their free speech rights, or exercise another right provided for by law.
5. Comply with the California Electronic Communications Privacy Act (Cal. Penal Code § 1546 *seq.*).
6. Engage in public or peer-reviewed scientific, historical, or statistical research in the public interest that adheres to all other applicable ethics and privacy laws, when the information's deletion may likely render impossible or seriously impair the research's achievement, if you previously provided informed consent.
7. Enable solely internal uses that are reasonably aligned with consumer expectations based on your relationship with us.
8. Comply with a legal obligation.
9. Make other internal and lawful uses of that information that are compatible with the context in which you provided it.

iii. Opt-Out of Information Sharing and Selling

Stewart does not share or sell information to third parties, as the terms are defined under the CCPA and CPRA. Stewart only shares your personal information as commercially necessary and in accordance with this CCPA Notice.

iv. Correction of Inaccurate Information

You have the right to request that Stewart correct any inaccurate information maintained about.

v. Limit the Use of Sensitive Personal Information

You have the right to limit how your sensitive personal information, as defined in the CCPA and CPRA is disclosed or shared with third parties.

Exercising Your Rights Under CCPA and CPRA

If you have questions or comments about this notice, the ways in which Stewart collects and uses your information described herein, your choices and rights regarding such use, or wish to exercise your rights under California law, please submit a verifiable consumer request to us by the available means provided below:

1. Emailing us at **OptOut@stewart.com**; or

2. Visiting **https://www.stewart.com/en/quick-links/ccpa-request.html**

Only you, or someone legally authorized to act on your behalf, may make a verifiable consumer request related to your personal information. You may also make a verifiable consumer request on behalf of your minor child, if applicable.

To designate an authorized agent, please contact Stewart through one of the methods mentioned above.

You may only make a verifiable consumer request for access or data portability twice within a 12-month period. The verifiable consumer request must:

- Provide sufficient information that allows us to reasonably verify you are the person about whom we collected personal information or an authorized representative.

- Describe your request with sufficient detail that allows us to properly understand, evaluate, and respond to it.

Stewart cannot respond to your request or provide you with personal information if we cannot verify your identity or authority to make the request and confirm the personal information relates to you.

Making a verifiable consumer request does not require you to create an account with Stewart.

Response Timing and Format

We endeavor to respond to a verifiable consumer request within forty-five (45) days of its receipt. If we require more time (up to an additional 45 days), we will inform you of the reason and extension period in writing.

A written response will be delivered by mail or electronically, at your option.

Any disclosures we provide will only cover the 12-month period preceding the verifiable consumer request's receipt. The response we provide will also explain the reasons we cannot comply with a request, if applicable.

Stewart does not charge a fee to process or respond to your verifiable consumer request unless it is excessive, repetitive, or manifestly unfounded. If we determine that the request warrants a fee, we will tell you why we made that decision and provide you with a cost estimate before completing your request.

Non-Discrimination

Stewart will not discriminate against you for exercising any of your CCPA rights. Unless permitted by the CCPA, we will not:

- Deny you goods or services.
- Charge you a different prices or rates for goods or services, including through granting discounts or other benefits, or imposing penalties.
- Provide you a different level or quality of goods or services.
- Suggest that you may receive a different price or rate for goods or services or a different level or quality of goods or services.

Record Retention

Your personal information will not be kept for longer than is necessary for the business purpose for which it is collected and processed. We will retain your personal information and records based on established record retention policies pursuant to California law and in compliance with all federal and state retention obligations. Additionally, we will retain your personal information to comply with applicable laws, regulations, and legal processes (such as responding to subpoenas or court orders), and to respond to legal claims, resolve disputes, and comply with legal or regulatory recordkeeping requirements.

Changes to This CCPA Notice

Stewart reserves the right to amend this CCPA Notice at our discretion and at any time. When we make changes to this CCPA Notice, we will post the updated Notice on Stewart's website and update the Notice's effective date.

Link to Privacy Notice

https://www.stewart.com/en/privacy.html

Contact Information

Stewart Information Services Corporation
Attn: Mary Thomas, Chief Compliance and Regulatory Officer
1360 Post Oak Blvd., Ste. 100, MC #14-1
Houston, TX 77056

March 13, 2024 PSB Meeting: Executive Session Item c.

c. The Board will deliberate regarding whether the following properties can be declared inexpedient to the water, wastewater and stormwater systems, the properties are legally described as Portions of E.V. Newman Survey, Abstract No. 10017, Section 2, Block 81, Township 1,Texas and Pacific Railroad Company Surveys, E.V. Newman Survey, Section 2, Block 81, Township 1 and E.V. Newman Survey, Abstract No. 2379, Section 1, said Block 81, Township 1, Texas and Pacific Railroad Company Surveys, Texas and Pacific Railroad Company Surveys, Abstract No. 2379, Section 1, Block 81, Township 1, E.V. Newman Survey, Abstract No. 10016, Section 12, Block 81, Township 1, Texas and Pacific Railroad Company Surveys, Texas and Pacific Railroad Company Surveys, Abstract No. 2405, Section 7, Block 80, Township 1, J. F. Reeves Survey, Abstract No. 10012, Section 8, Block 80, Township 1, Texas and Pacific Railroad Company Surveys, Texas and Pacific Railroad Company Surveys, Abstract No. 2405, Section 7, Block 80, Township 1, Texas and Pacific Railroad Company Surveys, Abstract No. 2399, Section 17, Block 80, Township 1, E. V. Newman Survey, Abstract No. 5423, Section 20, Block 80, Township 1, Texas and Pacific Railroad Company Surveys, and E. V. Newman Survey, Abstract No. 5424, Section 28, Block 80, Township 1, Texas and Pacific Railroad Company Surveys, El Paso County, El Paso, Texas, consisting of approximately 272 acres; and be sold to the Texas Department of Transportation. (551.071) (551.072)

MOTION

"FOR EXECUTIVE SESSION ITEM C, I MOVE that that the property be declared inexpedient to the water, wastewater and stormwater systems, and that the President/CEO be authorized to proceed with the sale of the property to the Texas Department of Transportation, and sign any and all documents necessary to complete the sale, and that any portions of the property reserved or excepted from the transfer shall remain a part of the El Paso Water System."

Motion made by: __Charlie Intebi_____ and seconded by: _Bryan Morris___

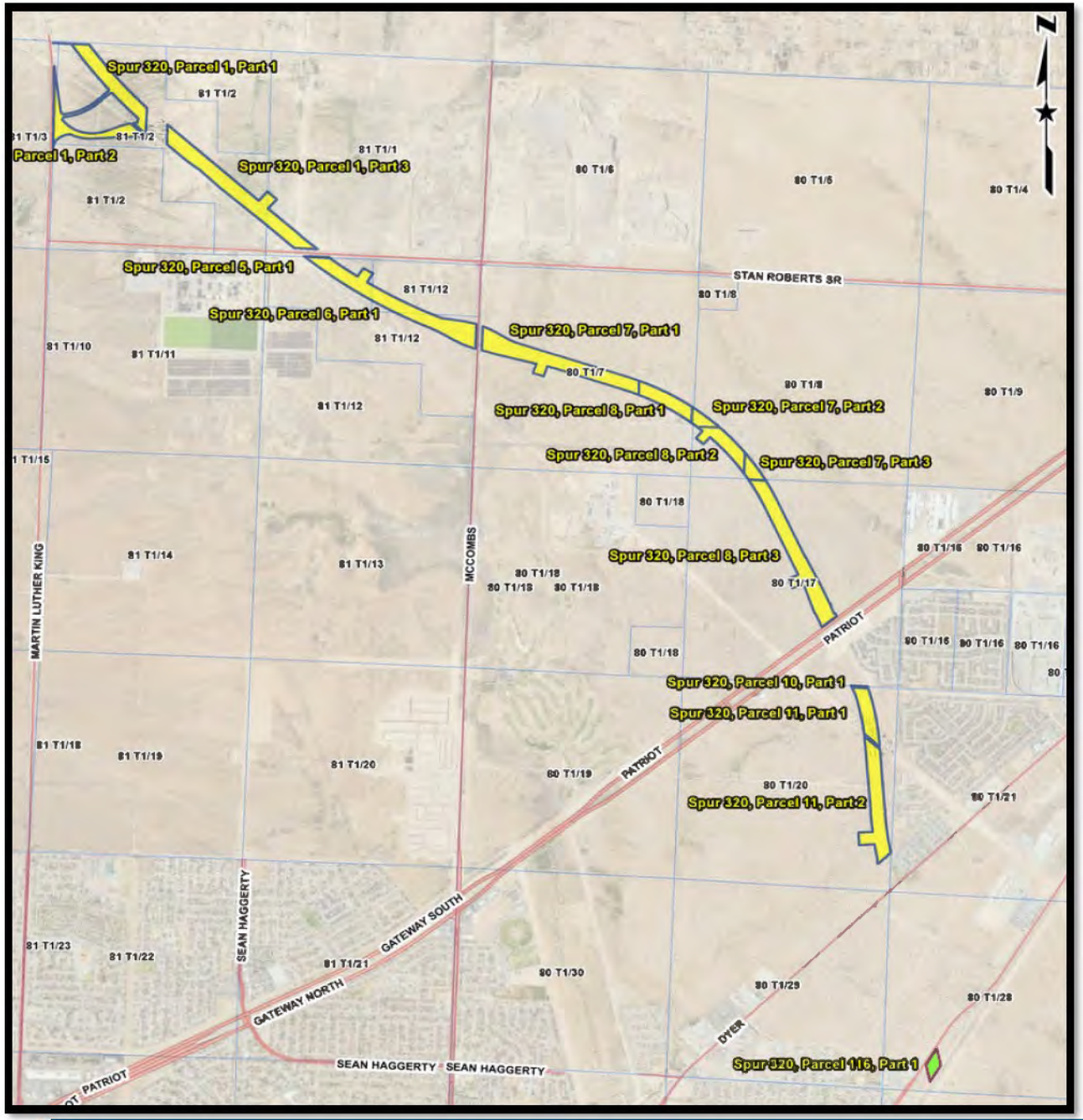
AYES:_____4_____

NAYS:_____0_____

An Ordinance authorizing the City Manager to sign a deed and any other documents necessary to convey approximately 272 acres of land legally described as:

Portions of E.V. Newman Survey, Abstract No. 10017, Section 2, Block 81, Township 1,Texas and Pacific Railroad Company Surveys, E.V. Newman Survey, Section 2, Block 81, Township 1 and E.V. Newman Survey, Abstract No. 2379, Section 1, said Block 81, Township 1, Texas and Pacific Railroad Company Surveys, Texas and Pacific Railroad Company Surveys, Abstract No. 2379, Section 1, Block 81, Township 1, E.V. Newman Survey, Abstract No. 10016, Section 12, Block 81, Township 1, Texas and Pacific Railroad Company Surveys, Texas and Pacific Railroad Company Surveys, Abstract No. 2405, Section 7, Block 80, Township 1, J. F. Reeves Survey, Abstract No. 10012, Section 8, Block 80, Township 1, Texas and Pacific Railroad Company Surveys, Texas and Pacific Railroad Company Surveys, Abstract No. 2405, Section 7, Block 80, Township 1, Texas and Pacific Railroad Company Surveys, Abstract No. 2399, Section 17, Block 80, Township 1, E. V. Newman Survey, Abstract No. 5423, Section 20, Block 80, Township 1, Texas and Pacific Railroad Company Surveys, and E. V. Newman Survey, Abstract No. 5424, Section 28, Block 80, Township 1, Texas and Pacific Railroad Company Surveys, El Paso County, El Paso, Texas.

December 2025


Spur 320, Parcel 1, Part 1
Parcel 1, Part 2
Spur 320, Parcel 1, Part 3
Spur 320, Parcel 5, Part 1
Spur 320, Parcel 6, Part 1
Spur 320, Parcel 7, Part 1
Spur 320, Parcel 8, Part 1
Spur 320, Parcel 7, Part 2
Spur 320, Parcel 8, Part 2
Spur 320, Parcel 7, Part 3
Spur 320, Parcel 8, Part 3
Spur 320, Parcel 10, Part 1
Spur 320, Parcel 11, Part 1
Spur 320, Parcel 11, Part 2
Spur 320, Parcel 116, Part 1
STAN ROBERTS SR
MARTIN LUTHER KING
MCCOMBS
PATRIOT
SEAN HAGGERTY
GATEWAY SOUTH
GATEWAY NORTH
DYER
N

Sale of Real Property – EPWater Northeast



- TxDOT- Borderland Expressway Phases II and III

- $7,528,957

File #: 26-0070, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.
No Title's, No emails. Please use ARIAL 10 Font.

Extraterritorial Jurisdiction
El Paso Water, Alejandro Vidales, (915) 594-5636
El Paso Water, Rocio Alvarado, (915) 594-5493

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

An Ordinance authorizing the City Manager to sign a Purchase and Sale Agreement, a Deed and any other documents necessary to convey approximately 400.25 acres of land for the sale price of $4,000,000.00; such real property is legally described as a Parcel 1: A tract of land situate North of Berino, Dona Ana County, New Mexico, in Section 2, T. 26S., R. 2E., N.M.P.M. of the U.S.R.S. Surveys, being U.S.R.S. Tract 22-44; Parcel 2: A tract of land situate North of Berino, Dona Ana County, New Mexico, in Section 1, T. 26S., R. 2E., N.M.P.M. of the U.S.R.S. Surveys, being part of U.S.R.S. Tract 24-7C1; Parcel 3: A tract of land situate North of Berino, Dona Ana County, New Mexico, in Section 1, T. 26S., R. 2E., N.M.P.M. of the U.S.R.S. Surveys, being part of U.S.R.S. Tract 22-59; Parcel 4: A tract of land situate North of Berino, Dona Ana County, New Mexico, in Section 1, T. 26S., R. 2E, N.M.P.M. of the U.S.R.S. Surveys, being part of U.S.R.S. Tract 24-7B2; Parcel 5: A tract of land situate North of Berino, Dona Ana County, New Mexico, in Section 1, and 12, T. 26S., R. 2E., N.M.P.M. of the U.S.R.S. Surveys, being part of U.S.R.S. Tract 24-7B2; Parcel 6: A tract of land situate North of Berino, Dona Ana County, New Mexico, in Sections 1 and 12, T. 26S., R. 2E., N.M.P.M. of the U.S.R.S. Surveys, being U.S.R.S. Tracts 24-7A, 24-7B3, 24-7B4 AND 247C1; and, Parcel 7: A tract of land situate North of Berino, Dona Ana County, New Mexico, in Section 1, T. 26S., R. 2E., N.M.P.M. of the U.S.R.S. Surveys, being part of U.S.R.S. Tract 22-59.

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

DEPARTMENT: El Paso Water

AGENDA DATE: 1/6/26

PUBLIC HEARING DATE: 1/20/26

CONTACT PERSON NAME: Alejandro Vidales **PHONE NUMBER:** 915-594-5636

2nd CONTACT PERSON NAME: Rocio Alvarado **PHONE NUMBER:** 915-594-5493

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL:

EPWater: Customer Satisfaction

SUBGOAL:

EPWater: Total Water Supply

SUBJECT:

Authorizing the City Manager to sign a Purchase and Sale Agreement, a Deed and any other documents necessary to convey 400.25 acres of land legally described as:
Parcel 1: A tract of land situate North of Berino, Dona Ana County, New Mexico, in Section 2, T. 26S., R. 2E., N.M.P.M. of the U.S.R.S. Surveys, being U.S.R.S. Tract 22-44;
Parcel 2: A tract of land situate North of Berino, Dona Ana County, New Mexico, in Section 1, T. 26S., R. 2E., N.M.P.M. of the U.S.R.S. Surveys, being part of U.S.R.S. Tract 24-7C1;
Parcel 3: A tract of land situate North of Berino, Dona Ana County, New Mexico, in Section 1, T. 26S., R. 2E., N.M.P.M. of the U.S.R.S. Surveys, being part of U.S.R.S. Tract 22-59;
Parcel 4: A tract of land situate North of Berino, Dona Ana County, New Mexico, in Section 1, T. 26S., R. 2E, N.M.P.M. of the U.S.R.S. Surveys, being part of U.S.R.S. Tract 24-7B2;
Parcel 5: A tract of land situate North of Berino, Dona Ana County, New Mexico, in Section 1, and 12, T. 26S., R. 2E., N.M.P.M. of the U.S.R.S. Surveys, being part of U.S.R.S. Tract 24-7B2;
Parcel 6: A tract of land situate North of Berino, Dona Ana County, New Mexico, in Sections 1 and 12, T. 26S., R. 2E., N.M.P.M. of the U.S.R.S. Surveys, being U.S.R.S. Tracts 24-7A, 24-7B3, 24-7B4 AND 247C1; and,
Parcel 7: A tract of land situate North of Berino, Dona Ana County, New Mexico, in Section 1, T. 26S., R. 2E., N.M.P.M. of the U.S.R.S. Surveys, being part of U.S.R.S. Tract 22-59

BACKGROUND / DISCUSSION:

The parcels of land is owned by the El Paso Water Utilities Public Service Board (EPWater), a component unit of the City of El Paso, a Texas municipal corporation, as part of its water, wastewater and stormwater systems (the "System"). On July 12, 2023, the Public Service Board declared the property inexpedient to the system and authorized the President/CEO of EPWater to proceed with the sale.

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

PRIOR COUNCIL ACTION:

Yes, the City Council approved a closely item related to this one.

On September 10, 2024, the City Council approved the sale of 16.64 acres of land located in New Mexico to HZ Venture.

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)

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

DEPARTMENT HEAD: AVIDAR

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO SIGN A PURCHASE AND SALE AGREEEMENT, A DEED AND ANY OTHER DOCUMENTS NECESSARY TO CONVEY APPROXIMATELY 400.25 ACRES OF LAND LEGALLY DESCRIBED AS:

- **PARCEL 1: A TRACT OF LAND SITUATE NORTH OF BERINO, DONA ANA COUNTY, NEW MEXICO, IN SECTION 2, T. 26S., R. 2E., N.M.P.M. OF THE U.S.R.S. SURVEYS, BEING U.S.R.S. TRACT 22-44;**
- **PARCEL 2: A TRACT OF LAND SITUATE NORTH OF BERINO, DONA ANA COUNTY, NEW MEXICO, IN SECTION 1, T. 26S., R. 2E., N.M.P.M. OF THE U.S.R.S. SURVEYS, BEING PART OF U.S.R.S. TRACT 24-7C1;**
- **PARCEL 3: A TRACT OF LAND SITUATE NORTH OF BERINO, DONA ANA COUNTY, NEW MEXICO, IN SECTION 1, T. 26S., R. 2E., N.M.P.M. OF THE U.S.R.S. SURVEYS, BEING PART OF U.S.R.S. TRACT 22-59;**
- **PARCEL 4: A TRACT OF LAND SITUATE NORTH OF BERINO, DONA ANA COUNTY, NEW MEXICO, IN SECTION 1, T. 26S., R. 2E, N.M.P.M. OF THE U.S.R.S. SURVEYS, BEING PART OF U.S.R.S. TRACT 24-7B2;**
- **PARCEL 5: A TRACT OF LAND SITUATE NORTH OF BERINO, DONA ANA COUNTY, NEW MEXICO, IN SECTION 1, AND 12, T. 26S., R. 2E., N.M.P.M. OF THE U.S.R.S. SURVEYS, BEING PART OF U.S.R.S. TRACT 24-7B2;**
- **PARCEL 6: A TRACT OF LAND SITUATE NORTH OF BERINO, DONA ANA COUNTY, NEW MEXICO, IN SECTIONS 1 AND 12, T. 26S., R. 2E., N.M.P.M. OF THE U.S.R.S. SURVEYS, BEING U.S.R.S. TRACTS 24-7A, 24-7B3, 24-7B4 AND 247C1; AND,**
- **PARCEL 7: A TRACT OF LAND SITUATE NORTH OF BERINO, DONA ANA COUNTY, NEW MEXICO, IN SECTION 1, T. 26S., R. 2E., N.M.P.M. OF THE U.S.R.S. SURVEYS, BEING PART OF U.S.R.S. TRACT 22-59**

WHEREAS, the El Paso Water Utilities Public Service Board ***("EPWater")***, for and on behalf of the City of El Paso, a Texas municipal corporation, holds certain real properties in its land inventory as part of its water, wastewater and stormwater systems (collectively the "**System**"); and,

WHEREAS, at its regular meeting on July 12, 2023, the Public Service Board determined approximately 400.25 acres of land legally described as:

Parcel 1: A tract of land situate North of Berino, Dona Ana County, New Mexico, in Section 2, T. 26S., R. 2E., N.M.P.M. of the U.S.R.S. Surveys, being U.S.R.S. Tract 22-44;
Parcel 2: A tract of land situate North of Berino, Dona Ana County, New Mexico, in Section 1, T. 26S., R. 2E., N.M.P.M. of the U.S.R.S. Surveys, being part of U.S.R.S. Tract 24-7C1;
Parcel 3: A tract of land situate North of Berino, Dona Ana County, New Mexico, in Section 1, T. 26S., R. 2E., N.M.P.M. of the U.S.R.S. Surveys, being part of U.S.R.S. Tract 22-59;
Parcel 4: A tract of land situate North of Berino, Dona Ana County, New Mexico, in Section 1, T. 26S., R. 2E, N.M.P.M. of the U.S.R.S. Surveys, being part of U.S.R.S. Tract 24-7B2;
Parcel 5: A tract of land situate North of Berino, Dona Ana County, New Mexico, in Section 1, and 12, T. 26S., R. 2E., N.M.P.M. of the U.S.R.S. Surveys, being part of U.S.R.S. Tract 24-7B2;

Parcel 6: A tract of land situate North of Berino, Dona Ana County, New Mexico, in Sections 1 and 12, T. 26S., R. 2E., N.M.P.M. of the U.S.R.S. Surveys, being U.S.R.S. Tracts 24-7A, 24-7B3, 24-7B4 AND 247C1; and,
Parcel 7: A tract of land situate North of Berino, Dona Ana County, New Mexico, in Section 1, T. 26S., R. 2E., N.M.P.M. of the U.S.R.S. Surveys, being part of U.S.R.S. Tract 22-59 (the "***Property***"), to be inexpedient to the system and that the Property should be sold in accordance with state law; and,

WHEREAS, on April 13, 2022, the Public Service Board approved the sale of land that has been declared inexpedient to the System through a real estate broker, in accordance with Texas Local Government Code Ann.§253.014(a)-(e), as added and amended; and,

WHEREAS, on September 12, 2025, the Public Service Board approved and authorized the sale of the Property to Koeada Farms, a New Mexico limited liability company, for the sales price of $4,000,000 and adopted a Resolution making the finding as set forth hereinabove and requesting the El Paso City Council pass an Ordinance authorizing the City Manager to sign a Purchase and Sale Agreement, a Deed and any and all necessary documents to complete the conveyance of the Property; and,

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

That the City Manager is authorized to sign a Purchase and Sale Agreement, a Deed and any other necessary documents, in a form approved by the City Attorney's Office, for the sale of the following identified real property:

Approximately 400.25 acres of land legally described as:
Parcel 1: A tract of land situate North of Berino, Dona Ana County, New Mexico, in Section 2,
T. 26S., R. 2E., N.M.P.M. of the U.S.R.S. Surveys, being U.S.R.S. Tract 22-44;
Parcel 2: A tract of land situate North of Berino, Dona Ana County, New Mexico, in Section 1,
T. 26S., R. 2E., N.M.P.M. of the U.S.R.S. Surveys, being part of U.S.R.S. Tract 24-7C1;
Parcel 3: A tract of land situate North of Berino, Dona Ana County, New Mexico, in Section 1,
T. 26S., R. 2E., N.M.P.M. of the U.S.R.S. Surveys, being part of U.S.R.S. Tract 22-59;
Parcel 4: A tract of land situate North of Berino, Dona Ana County, New Mexico, in Section 1,
T. 26S., R. 2E, N.M.P.M. of the U.S.R.S. Surveys, being part of U.S.R.S. Tract 24-7B2;
Parcel 5: A tract of land situate North of Berino, Dona Ana County, New Mexico, in Section 1, and 12, T. 26S., R. 2E., N.M.P.M. of the U.S.R.S. Surveys, being part of U.S.R.S. Tract 24-7B2;
Parcel 6: A tract of land situate North of Berino, Dona Ana County, New Mexico, in Sections 1 and 12, T. 26S., R. 2E., N.M.P.M. of the U.S.R.S. Surveys, being U.S.R.S. Tracts 24-7A, 24-7B3, 24-7B4 AND 247C1; and,

Parcel 7: A tract of land situate North of Berino, Dona Ana County, New Mexico, in Section 1, T. 26S., R. 2E., N.M.P.M. of the U.S.R.S. Surveys, being part of U.S.R.S. Tract 22-59

PASSED AND APPROVED this _____day of _____, 2026.

CITY OF EL PASO

_____
Renard U. Johnson,
Mayor

ATTEST:

_____
Laura D. Prine,
City Clerk

APPROVED AS TO FORM:

_____
Roberta Brito
Assistant City Attorney

APPROVED AS TO FORM:

_____
Michaela Ainsa
Senior Assistant General Counsel

SPECIAL WARRANTY DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Effective Date: _____, 2026

Grantor: **THE EL PASO WATER UTILITIES – PUBLIC SERVICE BOARD, a component unit of the CITY OF EL PASO, a Texas municipal corporation**
1154 Hawkins Blvd.
El Paso, Texas 79925

Grantee: **Koeada Farms, a New Mexico limited liability company**
PO Box 460
Mesilla Park, NM 88407

Koeada Farms, a New Mexico limited liability company
PO Box 156
Hatch, NM 87937

Consideration: TEN AND NO/100THS DOLLARS ($10.00), and other good and valuable consideration to the undersigned paid by Grantee, the receipt of which is hereby acknowledged.

Property (including any improvements):

That certain land located in Dona Ana County, New Mexico, as more particularly described by metes and bounds in **Exhibit A-1**, attached hereto and incorporated herein by reference, together with all improvements located on such land.

Exceptions to Conveyance and Warranty:

A. Reservations as contained in Patent from the United States of America recorded in Book 10. 35, Page(s) 252, of Deed Records.
B. Elephant Butte Irrigation District taxes for 2025 and 2026 operation and maintenance, and thereafter, a lien not yet due or payable.
C. Easement in favor of El Paso Electric Company and The Mountain States Telephone and Telegraph Company, affecting a portion of said land, recorded September 2, 1975 in book 111, page(s) 512-513 of the miscellaneous Records and shown on the plat of survey By Seco Engineering Co, dated October 12, 2000.
D. Easement in favor of El Paso Electric Company and The Mountain States Telephone and Telegraph Company, affecting a portion of said land, recorded May 26, 1976 in book 115, page(s) 161-162 of the miscellaneous Records and shown on the plat of survey By Seco Engineering Co, dated October 12, 2000.
E. Easement in favor of El Paso Electric Company and The Mountain States Telephone and Telegraph Company, affecting a portion of said land, recorded May 2, 1979 in book 134, page(s) 178-179 of the miscellaneous Records and shown on the plat of survey By Seco Engineering Co, dated October 12, 2000.

F. Easement in favor of El Paso Electric Company and The Mountain States Telephone 15. and Telegraph Company, affecting a portion of said land, recorded January 4, 1980 in book 139, page(s) 652-654 of the miscellaneous Records and shown on the plat of survey By Seco Engineering Co, dated October 12, 2000.
G. Easements in favor of El Paso Electric Company and The Mountain States Telephone and Telegraph Company, affecting a portion of said land, recorded May 7, 1980 in book 142, page(s) 977-978 of the miscellaneous Records and shown on the plat of survey By Seco Engineering Co, dated October 12, 2000.
H. Easements in favor of El Paso Electric Company and The Mountain States Telephone and Telegraph Company, affecting a portion of said land, recorded December 20, 1983 in book 177, page(s) 553-554 of the miscellaneous Records and shown on the plat of survey By Seco Engineering Co, dated October 12, 2000.
I. Easements in favor of El Paso Electric Company and The Mountain States Telephone and Telegraph Company, affecting a portion of said land, recorded November 20, 1986 in book 211, page 655 of the miscellaneous Records and shown on the plat of survey By Seco Engineering Co, dated October 12, 2000.
J. Easements in favor of El Paso Electric Company and The Mountain States Telephone and Telegraph Company, affecting a portion of said land, recorded May 21, 1996 in book 51, page(s) 938-939 of the miscellaneous Records and shown on the plat of survey By Seco Engineering Co, dated October 12, 2000.
K. Grant of Drainage Easement in favor of Scott Winton, recorded October 30, 2009, as Instrument No. 0930007, of Dona Ana County Clerk Records.
L. That portion of the 100 foot Crawford Spur Drain as shown on the plat of survey by Seco Engineering Co., dated October 12, 2000.
M. 50 foot wide Crawford Lateral which transects said landfrom North to South as shown on play of survey by Seco Engeering Co, dated October 12, 2000.
N. 23. 8 foot concrete irrigation ditch adjacent to the 100 foot Crawford Spur Drain as shown on the plat of
O. survey by Seco Engineering Co., dated October 12, 2000.
P. 8 foot concrete irrigation ditch (abandoned) adjacent to the Westerly side of Crawford Lateral as shown on the plat of survey by Seco Engeering Co, dated October 12, 2000.
Q. 8 foot concrete irragation ditch adjacent to the Easterly side of Crawford Lateral as shown on the plat of survey by Seco Engeering Co, dated October 12, 2000.
R. 10 foot wide graded dirt road adjacent to the Easterly side of Crawford Lateralas shown shown on the plat of survey by Seco Engeering Co, dated October 12, 2000.
S. Crawford Lateral affecting the Southerly 50 feet of Parcel 3 shown on the plat of survey by Seco Engeering Co, dated October 12, 2000.
T. 8 foot concrete irrigation ditch along the northerly property line of parcel 1 as shown on the plat of survey by Seco Engeering Co, dated October 12, 2000
U. Rights of parties under any unrecorded rental or lease agreements.

GRANTOR AND GRANTEE AGREE THAT GRANTEE IS ACCEPTING THE PROPERTY FROM GRANTOR IN ITS "AS IS, WHERE IS, AND WITH ALL FAULTS" CONDITION AND THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES, EXCEPT THE SPECIAL WARRANTY OF TITLE CONTAINED IN THIS DEED. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION OF THE PROPERTY.

Grantor, subject to Exceptions to Conveyance and Warranty set forth above, grants, sells and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold the Property unto Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the Property unto Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through or under Grantor, but not otherwise, except as to the Exceptions to Conveyance and Warranty set forth above.

When the context requires, singular nouns and pronouns include the plural.

[Signatures on the following page]

EXECUTED to be effective as of the date first stated above.

GRANTOR:

THE CITY OF EL PASO,
a Texas municipal corporation

By: _____
Name: Dionne Mack
Title: City Manager

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on the _____ day of _____, 2026, by Dionne Mack, City Manager of the City of El Paso.

_____
NOTARY PUBLIC, State of Texas

BROCK & BUSTILLOS INC.
CIVIL ENGINEERS URBAN DESIGNERS LAND SURVEYORS

ROMAN BUSTILLOS, P.E.
President
SERGIO J. ADAME, P.E.
Vice President - Engineering
AARON ALVARADO, R.P.L.S.
Vice President – Surveying
HECTOR MARTINEZ, P.E.
Associate Partner

TBPE Reg. No. F-737
TBPLS Reg. No. 101314-00

METES AND BOUNDS DESCRIPTION

"Parcel 1"

A 66.3584 acres parcel situate 3 miles southeast of La Mesa, Doña Ana County, New Mexico as a portion of U.S.R.S. Tract 22-44, Section 2, Township 26 South, Range 2 East, New Mexico Principal Meridian (N.M.P.M.) and being more particularly described by metes and bounds as follows:

COMMENCING for reference at a 4-inch Aluminum Cap found for the corner common to Section 1, Township 26 South, Range 2 East, N.M.P.M. and Section 6, Township 26 South, Range 3 East, N.M.P.M. and on the south boundary line of Section 31, Township 25 South, Range 3 East, N.M.P.M.; ***THENCE***, following the boundary line common to said Townships 25 and 26, North 89°44'05" West, a distance of 5,292.44 feet to the calculated corner common to said Section 1 and Section 2, Township 26 South, Range 2 East, N.M.P.M.; ***WHENCE***, a Railroad Spike found for the corner common to said Section 36 and Section 35, Township 25 South, Range 2 East, N.M.P.M. bears, North 89°44'05" West, a distance of 58.48 feet; ***THENCE***, leaving the boundary line common to said Townships 25 and 26 and following the boundary line common to said Sections 1 and 2, South 00°53'59" West (South 00°45'00" West~record), a distance of 26.08 feet (25.01 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set on the south right-of-way line of Doña Ana County Road B-008 (A.K.A. Afton Road) for the northeast corner and the ***POINT OF BEGINNING*** of the parcel herein described;

THENCE, leaving the south right-of-way line of said Doña Ana County Road B-008 and continuing along the boundary line common to said Sections 1 and 2, South 00°53'59" West (South 00°45'00" West~record), a distance of 2,186.65 feet (2,186.65 feet~record) to a Concrete Nail (broken) found for the southeast corner of the parcel herein described; ***WHENCE***, a 2 1/2-inch Iron Pipe found for the corner common to said Sections 1, 2 and Sections 11, 12, Township 26 South, Range 2 East, N.M.P.M. bears, South 00°53'59" West (South 00°45'00" West~record), a distance of 2,638.64 feet (2,633.68~record);

THENCE, leaving the boundary line common to said Sections 1 and 2, North 89°59'55" West (South 89°49'41" West~record), a distance of 1,320.08 feet (1,320.12 feet~record) to a 1/2-inch rebar with survey cap "NMPS 5939" found for the southwest corner of the parcel herein described;

THENCE, North 00°53'15" East (North 00°42'51" East~record), a distance of 2,192.30 feet (2,192.30 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set on the south right-of-way line of said Doña Ana County Road B-008 for northwest corner of the parcel herein described;

THENCE, following the on the south right-of-way line of said Doña Ana County Road B-008, South 89°45'46" East (South 89°56'00" East~record), a distance of 1,272.09 feet (1,272.14 feet~record) to a 1 3/4-inch Iron Pipe found for an angle point of the parcel herein described;

THENCE, continuing along the south right-of-way line of said Doña Ana County Road B-008, South 89°29'51" East (South 89°44'20" East~record), a distance of 48.37 feet (49.27 feet~record) to the ***POINT OF BEGINNING.***

Said parcel containing 66.3584 acres (2,890,572.9 square feet), more or less and being subject to all easements, restrictions and covenants of record.

AARON ALVARADO
NEW MEXICO
21400
PROFESSIONAL SURVEYOR

Aaron Alvarado, N. M. P. S. No. 21400
Date: February 26, 2024
05896-159 Parcel 1 Desc

BROCK & BUSTILLOS INC.
CIVIL ENGINEERS URBAN DESIGNERS LAND SURVEYORS

ROMAN BUSTILLOS, P.E.
President
SERGIO J. ADAME, P.E.
Vice President - Engineering
AARON ALVARADO, R.P.L.S.
Vice President – Surveying
HECTOR MARTINEZ, P.E.
Associate Partner

TBPE Reg. No. F-737
TBPLS Reg. No. 101314-00

METES AND BOUNDS DESCRIPTION
"Parcel 2"

A 85.8018 acres parcel situate 3 miles southeast of La Mesa, Doña Ana County, New Mexico as a portion of U.S.R.S. Tract 24-7C1, Section 1, Township 26 South, Range 2 East, New Mexico Principal Meridian (N.M.P.M.) and being more particularly described by metes and bounds as follows:

COMMENCING for reference at a 4-inch Aluminum Cap found for the corner common to Section 1, Township 26 South, Range 2 East, N.M.P.M. and Section 6, Township 26 South, Range 3 East, N.M.P.M. and on the south boundary line of Section 31, Township 25 South, Range 3 East, N.M.P.M.; ***THENCE***, following the boundary line common to said Townships 25 and 26, North 89°44'05" West, a distance of 5,292.44 feet to the calculated corner common to said Section 1 and Section 2, Township 26 South, Range 2 East, N.M.P.M.; ***WHENCE***, a Railroad Spike found for the corner common to said Section 36 and Section 35, Township 25 South, Range 2 East, N.M.P.M. bears, North 89°44'05" West, a distance of 58.48 feet; ***THENCE***, leaving the boundary line common to said Townships 25 and 26 and following the boundary line common to said Sections 1 and 2, South 00°53'59" West (South 00°45'00" West~record), a distance of 2,217.15 feet (2,216.00 feet~record) to a 60D nail with shiner found for the northwest corner and the ***POINT OF BEGINNING*** of the parcel herein described;

THENCE, leaving the boundary line common to said Sections 1 and 2, South 89°30'20" East (South 89°45'00" East~record), a distance of 1,138.53 feet (1,138.53 feet~record) to a 1/2-inch rebar found on the westerly right-of-way line of the West Drain (variable width) for the northeast corner of the parcel herein described;

THENCE, following the westerly right-of-way line of said West Drain, South 27°21'23" East (South 27°36'03" East~record), a distance of 243.51 feet (243.51 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, continuing along the westerly right-of-way line of said West Drain, South 28°54'19" East (South 29°08'59" East~record), a distance of 1,271.32 feet (1,271.32 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, leaving the westerly right-of-way line of said West Drain, South 89°56'40" West (South 89°42'00" West~record), a distance of 577.11 feet (577.11 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, South 00°28'58" East (South 00°32'13" East~record), a distance of 1,310.55 feet (1,311.46 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set on the boundary line common to said Section 1 and Section 12, Township 26 South, Range 2 East, N.M.P.M. for the southeast corner of the parcel herein described;

THENCE, following the boundary line common to said Sections 1 and 12, North 89°18'25" West (North 89°29'07" West~record), a distance of 1,340.29 feet (1,340.29 feet~record) to a 2 1/2-inch Iron Pipe found for the corner common to said Sections 1, 2, 12, and Section 11, Township 26 South, Range 2 East, N.M.P.M. for the southwest corner of the parcel herein described;

THENCE, leaving the boundary line common to said Sections 1 and 12 and following the boundary line common to said Sections 1 and 2, North 00°53'59" East (North 00°45'00" East~record), a distance of 2,634.22 feet (2,633.68 feet~record) to the ***POINT OF BEGINNING.***

Said parcel containing 85.8018 acres (3,737,528.6 square feet), more or less, and being subject to all easements, restrictions and covenants of record.

Aaron Alvarado, N. M. P. S. No. 21400
Date: February 26, 2024
05896-159 Parcel 2 Desc

AARON ALVARADO
NEW MEXICO
21400
PROFESSIONAL SURVEYOR

BROCK & BUSTILLOS INC.
CIVIL ENGINEERS URBAN DESIGNERS LAND SURVEYORS

ROMAN BUSTILLOS, P.E.
President
SERGIO J. ADAME, P.E.
Vice President - Engineering
AARON ALVARADO, R.P.L.S.
Vice President – Surveying
HECTOR MARTINEZ, P.E.
Associate Partner

TBPE Reg. No. F-737
TBPLS Reg. No. 101314-00

METES AND BOUNDS DESCRIPTION
"Parcel 3"

A 10.6775 acres parcel situate 3 miles southeast of La Mesa, Dona Ana County, New Mexico as a portion of U.S.R.S. Tract 22-59, Section 1, Township 26 South, Range 2 East, New Mexico Principal Meridian (N.M.P.M.) and being more particularly described by metes and bounds as follows:

COMMENCING for reference at a 4-inch Aluminum Cap found for the corner common to Section 1, Township 26 South, Range 2 East, N.M.P.M. and Section 6, Township 26 South, Range 3 East, N.M.P.M. and on the south boundary line of Section 31, Township 25 South, Range 3 East, N.M.P.M.; ***THENCE***, following the boundary line common to said Townships 25 and 26, North 89°44'05" West, a distance of 4,723.60 feet to a point; ***WHENCE***, a Railroad Spike found for the corner common to said Section 36 and Section 35, Township 25 South, Range 2 East, N.M.P.M. bears, North 89°44'05" West, a distance of 627.32 feet; ***THENCE***, leaving the boundary line common to said Townships 25 and 26, South 00°15'55" West, a distance of 27.14 feet to a 1/2-inch rebar with survey cap "RPLS 8081" found on the south right-of-way line of Doña Ana County Road B-008 (A.K.A. Afton Road) and the westerly right-of-way line of the West Side Canal (variable width) for the northeast corner of U.S.R.S. Tract 22-45, Section 1, Township 26 South, Range 2 East, N.M.P.M.; ***THENCE***, leaving the south right-of-way line of said Doña Ana County Road B-008 and following the westerly right-of-way line of said West Side Canal, South 25°59'17" East, a distance of 2,444.16 feet; ***THENCE***, continuing along the westerly right-of-way line of said West Side Canal, North 89°40'17" West, a distance of 31.13 feet to a 1/2-inch rebar with survey cap No. "NM 21400" for the northeast corner and the ***POINT OF BEGINNING*** of the parcel herein described;

THENCE, continuing along the westerly right-of-way line of said West Side Canal, South 25°54'03" East (South 26°03'46" East~record), a distance of 759.12 feet (759.12 feet~record) to a 1/2-inch rebar found for an angle point of the parcel herein described;

THENCE, continuing along the westerly right-of-way line of said West Side Canal, North 00°11'57" East (North 00°02'14" East~record), a distance of 45.47 feet (45.46 feet~record) to a 1/2-inch rebar found for an angle point of the parcel herein described;

THENCE, continuing along the westerly right-of-way line of said West Side Canal, South 25°53'23" East (South 26°03'46" East~record), a distance of 755.05 feet (755.05 feet~record) to a 1/2-inch rebar with survey cap No. "NMPS 5939" found for the southeast corner of the parcel herein described;

THENCE, continuing along the westerly right-of-way line of said West Side Canal, North 89°29'43" West (North 89°42'03" West~record), a distance of 78.54 feet (78.67 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, continuing along the westerly right-of-way line of said West Side Canal, South 25°58'20" East (South 26°08'03" East~record), a distance of 11.16 feet (11.16 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, leaving the westerly right-of-way line of said West Side Canal, South 89°51'43" West (South 89°42'00" West~record), a distance of 238.37 feet (238.37 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set on the easterly right-of-way line of the West Drain (variable width) for the southwest corner of the parcel herein described;

THENCE, following the easterly right-of-way line of said West Drain, North 28°59'20" West (North 29°09'03" West~record), a distance of 1,330.42 feet (1,330.42 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, continuing along the easterly right-of-way line of said West Drain, North 27°26'20" West (North 27°36'03" West~record), a distance of 185.96 feet (185.96 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for the northeast corner of the parcel herein described;

THENCE, leaving the easterly right-of-way line of said West Drain, South 89°40'17" East (South 89°50'00" East~record), a distance of 381.05 feet (381.05 feet~record) to the ***POINT OF BEGINNING.***

Said parcel containing 10.6775 acres (465,112.5 square feet), more or less, and being subject to all easements, restrictions and covenants of record.

Aaron Alvarado, N. M. P. S. No. 21400
Date: February 26, 2024
05896-159 Parcel 3 Desc



BROCK & BUSTILLOS INC.
CIVIL ENGINEERS URBAN DESIGNERS LAND SURVEYORS

ROMAN BUSTILLOS, P.E.
President
SERGIO J. ADAME, P.E.
Vice President - Engineering
AARON ALVARADO, R.P.L.S.
Vice President – Surveying
HECTOR MARTINEZ, P.E.
Associate Partner

TBPE Reg. No. F-737
TBPLS Reg. No. 101314-00

METES AND BOUNDS DESCRIPTION

"Parcel 4"

A 9.4712 acres parcel situate 3 miles southeast of La Mesa, Doña Ana County, New Mexico as a portion of U.S.R.S. Tract 24-7B2, Section 1, Township 26 South, Range 2 East, New Mexico Principal Meridian (N.M.P.M.) and being more particularly described by metes and bounds as follows:

COMMENCING for reference at a 2 1/2-inch Iron Pipe found for the corner common to Sections 1, 12, Township 26 South, Range 2 East, N.M.P.M. and Sections 6, 7, Township 26 South, Range 3 East, N.M.P.M.; ***WHENCE***, a 4-inch Aluminum Cap found for the corner common to said Sections 1 and 6 bears, North 00°08'51" East, a distance of 4,891.07 feet; ***THENCE***, leaving the corner common to said Sections 1, 12, 6 and 7, North 56°01'26" West, a distance of 2,460.26 feet to a 1/2 inch rebar found on the westerly right-of-way line of the Greene Spur Drain (variable width) for the northeast corner and the ***POINT OF BEGINNING*** of the parcel herein described;

THENCE, following the westerly right-of-way of said Greene Spur Drain, South 32°18'02" West (South 32°06'46" West~record), a distance of 278.83 feet (278.83 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, continuing along the westerly right-of-way line of said Greene Spur Drain, South 22°38'02" West (South 22°26'46" West~record), a distance of 84.05 feet (84.05 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, continuing along the westerly right-of-way line of said Greene Spur Drain, South 12°58'02" West (South 12°46'46" West~record), a distance of 451.08 feet (451.08 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, continuing along the westerly right-of-way line of said Greene Spur Drain, South 07°15'02" West (South 07°03'46" West~record), a distance of 113.98 feet (113.98 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, continuing along the westerly right-of-way line of said Greene Spur Drain, South 01°33'02" West (South 01°21'46" West~record), a distance of 231.91 feet (231.98 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, continuing along the westerly right-of-way line of said Greene Spur Drain, South 12°26'58" East (South 12°38'14" East~record), a distance of 91.28 feet (91.28 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set on the easterly right-of-way line of the West Side Canal (variable width) for the most southerly corner of the parcel herein described;

THENCE, leaving the westerly right-of-way line of said Greene Spur Drain and following the easterly right-of-way line of said West Side Canal, North 25°52'30" West (North 26°03'46" West~record), a distance of 1,310.05 feet (1,306.79 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for the northwest corner of the parcel herein described;

THENCE, leaving the easterly right-of-way line of said West Side Canal, North 86°18'30" East (North 84°26'10" East~record), a distance of 103.72 feet (102.53 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, South 23°49'04" East (South 24°00'20" East~record), a distance of 10.77 feet (10.77 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, North 89°07'56" East (North 88°56'40" East~record), a distance of 747.50 feet (747.50 feet~record) to the ***POINT OF BEGINNING.***

Said parcel containing 9.4712 acres (412,565.8 square feet), more or less, and being subject to all easements, restrictions and covenants of record.

Aaron Alvarado, N. M. P. S. No. 21400
Date: February 26, 2024
05896-159 Parcel 4 Desc



BROCK & BUSTILLOS INC.
CIVIL ENGINEERS URBAN DESIGNERS LAND SURVEYORS

ROMAN BUSTILLOS, P.E.
President
SERGIO J. ADAME, P.E.
Vice President - Engineering
AARON ALVARADO, R.P.L.S.
Vice President – Surveying
HECTOR MARTINEZ, P.E.
Associate Partner

TBPE Reg. No. F-737
TBPLS Reg. No. 101314-00

METES AND BOUNDS DESCRIPTION

"Parcel 5"

A 10.2355 acres parcel situate 3 miles southeast of La Mesa, Dona Ana County, New Mexico as a portion of U.S.R.S Tract 24-7B2, Sections 1 and 12, Township 26 South, Range 2 East, New Mexico Principal Meridian (N.M.P.M.) and being more particularly described by metes and bounds as follows:

COMMENCING for reference at a 2-1/2 inch iron pipe found for the corner common to Sections 1, 12, Township 26 South, Range 2 East, N.M.P.M. and Sections 6, 7, Township 26 South, Range 3 East, N.M.P.M.; ***WHENCE***, a 4-inch aluminum cap found for the corner common to said Sections 1 and 6 bears, North 00°08'51" East, at a distance of 4,891.07 feet; ***THENCE***, following the boundary line common to said Sections 1 and 12, North 89°18'25" West, a distance of 1,828.36 feet to the ***POINT OF BEGINNING*** of the parcel herein described; ***WHENCE***, a 2 1/2-inch Iron Pipe found for the corner common to said Sections 1, 12, and Sections 2, 11, Township 26 South, Range 2 East, N.M.P.M. bears, North 89°18'25" West, a distance of 3,527.98 feet;

THENCE, leaving the boundary line common to said Sections 1 and 12, South 10°59'35" East (South 11°08'17" East~record), a distance of 578.47 feet to a 1/2-inch rebar with survey cap No. "NMPS 5939" found on the easterly right-of-way line of the West Side Canal (variable width) for the most southerly corner of the parcel herein described;

THENCE, following the easterly right-of-way line of said West Side Canal, North 40°48'31" West (North 40°58'14" West~record), a distance of 261.12 feet (261.12 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, continuing along the easterly right-of-way line of said West Side Canal, North 38°58'31" West (North 39°08'14" West~record), a distance of 82.10 feet (82.10 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, continuing along the easterly right-of-way line of said West Side Canal, North 39°08'31" West (North 39°18'14" West~record), a distance of 107.70 feet (107.70 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, continuing along the easterly right-of-way line of said West Side Canal, North 36°03'31" West (North 36°13'14" West~record), a distance of 57.30 feet (57.30 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, continuing along the easterly right-of-way line of said West Side Canal, North 32°58'31" West (North 33°08'14" West~record), a distance of 189.60 feet (189.60 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, continuing along the easterly right-of-way line of said West Side Canal, North 29°43'31" West (North 29°53'14" West~record), a distance of 50.80 feet (50.80 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, continuing along easterly right-of-way line of said West Side Canal, South 88°41'29" West (South 88°31'46" West~record), a distance of 81.16 feet (81.16 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for the beginning of a non-tangent curve to the right;

THENCE, continuing along the easterly right-of-way line of said West Side Canal along the arc of said non-tangent curve to the right having a radius of 2,809.79 feet (2,809.79 feet~record), a central angle of 0°54'31" (0°54'26"~record), an arc length of 44.55 feet (44.48 feet~record), and whose long chord bears North 28°04'40" West (North 28°16'22" West~record), a distance of 44.55 feet (44.48 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for the end of said non-tangent curve;

THENCE, continuing along the easterly right-of-way line of said Wes Side Canal, North 88°41'29" East (North 88°31'46" East~record), a distance of 93.98 feet (93.98 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set on the easterly right-of-way line of the Greene Spur Drain (variable width) for an angle point of the parcel herein described;

THENCE, following the easterly right-of-way line of said Greene Spur Drain, North 26°28'31" West (North 26°38'14" West~record), a distance of 164.90 feet (164.90 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, continuing along the easterly right-of-way line of said Greene Spur Drain, North 12°28'31" West (North 12°38'14" West~record), a distance of 50.00 feet (50.00 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, continuing along the easterly right-of-way line of said Greene Spur Drain, North 01°31'29" East (North 01°21'46" East~record), a distance of 218.10 feet (218.10 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, continuing along the easterly right-of-way line of said Greene Spur Drain, North 07°13'29" East (North 07°03'46" East~record), a distance of 106.00 feet (106.00 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, continuing along the easterly right-of-way line of said Greene Spur Drain, North 12°56'29" East (North 12°46'46" East~record), a distance of 433.70 feet (433.70 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, continuing along the easterly right-of-way line of said Greene Spur Drain, North 22°36'29" East (North 22°26'46" East~record), a distance of 82.80 feet (82.80 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, continuing along the easterly right-of-way line of said Greene Spur Drain, North 32°16'29" East (North 32°06'46" East~record), a distance of 77.91 feet (77.91 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, continuing along the easterly right-of-way line of said Greene Spur Drain, North 61°18'55" East (North 61°09'12" East~record), a distance of 84.14 feet (84.15 feet~record) to a 1/2 inch rebar with survey cap No. "NMPS 5939" found for the northeast corner of the parcel herein described;

THENCE, leaving the easterly right-of-way line of said Greene Spur Drain, South 08°10'06" East (South 08°20'18" East~record), a distance of 1,202.48 feet (1,202.40 feet~record) to a Car Axel in concrete footing found for an angle point of the parcel herein described;

THENCE, South 10°59'35" East (South 11°08'17" East~record), a distance of 0.96 feet to the ***POINT OF BEGINNING.***

Said parcel containing 10.2355 acres (445,857.7 square feet), more or less, and being subject to all easements, restrictions and covenants of record.

Aaron Alvarado, N. M. P. S. No. 21400
Date: February 26, 2024
05896-159 Parcel 5 Desc



BROCK & BUSTILLOS INC.
CIVIL ENGINEERS URBAN DESIGNERS LAND SURVEYORS

ROMAN BUSTILLOS, P.E.
President
SERGIO J. ADAME, P.E.
Vice President - Engineering
AARON ALVARADO, R.P.L.S.
Vice President – Surveying
HECTOR MARTINEZ, P.E.
Associate Partner

TBPE Reg. No. F-737
TBPLS Reg. No. 101314-00

METES AND BOUNDS DESCRIPTION
"Parcel 6"

A 214.5845 acres parcel situate 3 miles southeast of La Mesa, Dona Ana County, New Mexico as a portion of U.S.R.S Tracts 24-7A, 24-7B3, 24-7B4, and 24-7C1, Sections 1 and 12, Township 26 South, Range 2 East, New Mexico Principal Meridian (N.M.P.M.) and being more particularly described by metes and bounds as follows:

COMMENCING for reference at a 2 1/2-inch Iron Pipe found for the corner common to Sections 1, 12, Township 26 South, Range 2 East, N.M.P.M., and Sections 6, 7, Township 26 South, Range 3 East, N.M.P.M.; ***WHENCE***, a 4-inch Aluminum Cap found for the corner common to said Sections 1 and 6 bears, North 00°08'51" East, at a distance of 4,891.07 feet; ***THENCE***, following the boundary line common to said Sections 1 and 12, North 89°18'25" West, a distance of 4,016.05 feet to a 1/2-inch rebar with survey cap No. "NM 21400" set for the ***POINT OF BEGINNING*** of the parcel herein described;

THENCE, leaving the boundary line common to said Sections 1 and 12, North 00°28'58" West (North 00°32'13" West~record), a distance of 1,310.55 feet (1,311.46 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, North 89°56'40" East (North 89°42'00" East~record), a distance of 577.11 feet (577.11 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set on the westerly right-of-way line of the West Drain (variable width) for an angle point of the parcel herein described;

THENCE, following the westerly right-of-way line of said West Drain, South 29°02'00" East (South 29°08'59" East~record), a distance of 1,497.04 feet (1,497.04 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, leaving the westerly right-of-way line of said West Drain, North 89°17'56" East (North 89°10'57" East~record), a distance of 128.83 feet (125.00 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set on the easterly right-of-way line of said West Drain for an angle point of the parcel herein described;

THENCE, following the easterly right-of-way line of said West Drain, North 28°57'03" West (North 29°09'03" West~record), a distance of 427.10 feet (423.90 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, continuing along the easterly right-of-way line of said West Drain, North 05°43'57" East (North 05°31'57" East~record), a distance of 218.50 feet (218.50 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, continuing along the easterly right-of-way line of said West Drain, North 02°49'03" West (North 03°01'03" West~record), a distance of 94.50 feet (94.50 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, continuing along the easterly right-of-way line of said West Drain, North 11°26'03" West (North 11°38'03" East~record), a distance of 304.80 feet (304.80 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set on the westerly right-of-way line of the West Side Canal (variable width) for an angle point of the parcel herein described;

THENCE, following the westerly right-of-way line of said West Side Canal, South 25°51'46" East (South 26°03'46" East~record), a distance of 1,018.21 feet (1,018.21 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for a point of curvature;

THENCE, continuing along the westerly right-of-way line of said West Side Canal, along the arc of said non-tangent curve to the left having a radius of 2,909.79 feet (2,909.79 feet~record), a central angle of 34°54'00" (34°54'00"~record), an arc length of 1,772.41 feet (1,772.41 feet~record), and whose long chord bears South 43°18'46" East (South 43°30'46" East~record), a distance of 1,745.14 feet (1,745.14 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for a point of tangency;

THENCE, continuing along the westerly right-of-way line of said West Side Canal, South 60°45'46" East (South 60°57'46" East~record), a distance of 324.24 feet (324.24 feet~record) to a 1/2 inch rebar with survey cap No. "NMPS 5939" found for the most easterly corner of the parcel herein described;

THENCE, leaving the westerly right-of-way line of said West Side Canal, South 87°42'01" West (South 87°30'01" West~record), a distance of 387.79 feet (387.79 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, South 00°05'25" West (South 00°03'23" East~record), a distance of 1,268.23 feet (1,268.23 feet~record) to a 1/2-inch rebar found for the southeast corner of the parcel herein described;

THENCE, North 89°48'53" West (North 89°57'41" West~record), a distance of 126.94 feet (125.81 feet~record) to a 1/2-inch rebar (bent) with survey cap No. "NMPS 5939" found on the easterly right-of-way line of said West Drain for an angle point of the parcel herein described;

THENCE, following the easterly right-of-way line of said West Drain, North 23°21'03" West (North 23°33'03" West~record), a distance of 1,420.86 feet (1,420.73 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, continuing along the easterly right-of-way line of said West Drain, North 89°25'57" East (North 89°13'57" East~record), a distance of 5.34 feet (5.34 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, continuing along the easterly right-of-way line of said West Drain, North 23°21'03" West (North 23°33'03" West~record), a distance of 1,261.80 feet (1,261.80 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, continuing along the easterly right-of-way line of said West Drain, North 28°57'03" West (North 29°09'03" West~record), a distance of 172.82 feet (176.00 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, leaving the easterly right-of-way line of said West Drain, South 89°17'56" West (South 89°10'57" West~record), a distance of 140.06 feet (136.28 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set on the westerly right-of-way line of said West Drain for an angle point of the parcel herein described;

THENCE, following the westerly right-of-way line of said West Drain, South 29°02'04" East (South 29°09'03" East~record), a distance of 234.86 feet (234.86 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, continuing along the westerly right-of-way line of said West Drain, South 23°26'04" East (South 23°33'03" East~record), a distance of 1,205.50 feet (1,205.50 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, continuing along the westerly right-of-way line of said West Drain, North 89°20'56" East (North 89°13'57" East~record), a distance of 5.39 feet (5.39 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, continuing along the westerly right-of-way line of said West Drain, South 23°26'04" East (South 23°33'03" East~record), a distance of 1,417.71 feet (1,418.91 feet~record) to a 1/2-inch rebar with survey cap No. "NMPS 5939" found for an angle point of the parcel herein described;

THENCE, leaving the westerly right-of-way line of said West Drain, North 89°48'53" West (North 89°57'41" West~record), a distance of 2,186.26 feet (2,186.21 feet~record) to a 1/2 inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, South 89°50'40" West (South 89°37'56" West~record), a distance of 262.53 feet (262.64 feet~record) to a 3-inch Iron Pipe found for an angle point of the parcel herein described;

THENCE, North 00°14'16" West (North 00°22'37" West~record), a distance of 1,265.71 feet (1,266.38 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, North 89°51'28" West (South 89°57'50" West~record), a distance of 1,340.39 feet (1,340.39 feet~record) to a 1/2-inch rebar with survey cap No. "NMPS 5939" found on boundary line common to said Section 12 and Section 11, Township 26 South, Range 2 East, N.M.P.M. for an angle point of the parcel herein described;

THENCE, following boundary line common to said Sections 11 and 12, North 00°14'54" West (North 00°25'15" West~record), a distance of 1,380.23 feet (1,380.06 feet~record) to a 2 1/2-inch iron pipe found for the corner common to said Sections 1, 11, 12 and Section 2, Township 26 South, Range 2 East, N.M.P.M. for an angle point of the parcel herein described;

THENCE, leaving boundary line common to said Sections 11, 12 and following the boundary line common to said Sections 1 and 12, South 89°18'25" East (South 89°29'07" East~record), a distance of 1,340.29 feet (1,340.29 feet~record) to the ***POINT OF BEGINNING.***

Said parcel containing 214.5845 acres (9,347,299.3 square feet), more or less, and being subject to all easements, restrictions and covenants of record.

Aaron Alvarado, N. M. P. S. No. 21400
Date: February 26, 2024
05896-159 Parcel 6 Desc

AARON ALVARADO
NEW MEXICO
21400
PROFESSIONAL SURVEYOR

BROCK & BUSTILLOS INC.
CIVIL ENGINEERS URBAN DESIGNERS LAND SURVEYORS

ROMAN BUSTILLOS, P.E.
President
SERGIO J. ADAME, P.E.
Vice President - Engineering
AARON ALVARADO, R.P.L.S.
Vice President – Surveying
HECTOR MARTINEZ, P.E.
Associate Partner

TBPE Reg. No. F-737
TBPLS Reg. No. 101314-00

METES AND BOUNDS DESCRIPTION

"Parcel 7"

A 3.1216 acres parcel situate 3 miles southeast of La Mesa, Dona Ana County, New Mexico as a portion of U.S.R.S. Tract 22-59, Section 1, Township 26 South, Range 2 East, New Mexico Principal Meridian (N.M.P.M.) and being more particularly described by metes and bounds as follows:

COMMENCING for reference at a 4-inch Aluminum Cap found for the corner common to Section 1, Township 26 South, Range 2 East, N.M.P.M. and Section 6, Township 26 South, Range 3 East, N.M.P.M. and on the south boundary line of Section 31, Township 25 South, Range 3 East, N.M.P.M.; ***THENCE***, following the boundary line common to said Townships 25 and 26, North 89°44'05" West, a distance of 5,209.93 feet to a point; ***WHENCE***, a Railroad Spike found for the corner common to said Section 36 and Section 35, Township 25 South, Range 2 East, N.M.P.M. bears, North 89°44'05" West, a distance of 140.99 feet; ***THENCE***, leaving the boundary line common to said Townships 25 and 26, South 00°15'55" West, a distance of 28.32 feet to point on the south right-of-way line of Doña Ana County Road B-008 (A.K.A. Afton Road) and the easterly right-of-way line of the West Drain (variable width) for the northwesterly corner of Tract 22-45, Section 1, Township 26 South, Range 2 East, N.M.P.M.; ***WHENCE***, a 1/2 inch rebar with survey cap No. "RPLS 8081" found on the westerly right-of-way line of the West Side Canal (variable width) for the northeasterly corner of said Tract 22-45 bears, South 89°52'28" East, at a distance of 486.33 feet; ***THENCE***, leaving the south right-of-way line of said Doña Ana County Road B-008 and following the easterly right-of-way line of said West Drain, South 27°32'37" East, a distance of 2,476.39 feet to an angle point; ***THENCE***, continuing along the easterly right-of-way line of said West Drain, South 27°26'20" East (South 27°36'03" East~record), a distance of 185.96 feet (185.96 feet~record) to an angle point; ***THENCE***, continuing along the easterly right-of-way line of said West Drain, South 28°59'20" East (South 29°09'03" East~record), a distance of 1,330.42 feet (1,330.42 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for the northwest corner and the ***POINT OF BEGINNING*** of the parcel herein described;

THENCE, leaving the easterly right-of-way line of said West Drain, North 89°51'43" East (North 89°42'00" East~record), a distance of 238.37 feet (238.37 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set on the westerly right-of-way line of said West Side Canal for the northeast corner of the parcel herein described;

THENCE, following the westerly right-of-way line of said West Side Canal, South 25°58'20" East (South 26°08'03" East~record), a distance of 339.04 feet (339.04 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, continuing along the westerly right-of-way line of said West Side Canal, South 18°43'20" East (South 18°33'03" East~record), a distance of 61.00 feet (61.00 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, continuing along the westerly right-of-way line of said West Side Canal, South 11°28'20" East (South 11°38'03" East~record), a distance of 284.60 feet (284.60 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, continuing along the westerly right-of-way line of said West Side Canal, South 02°51'20" East (South 03°01'03" East~record), a distance of 72.10 feet (72.10 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, continuing along the westerly right-of-way line of said West Side Canal, South 05°41'40" West (South 05°31'57" West~record), a distance of 110.10 feet (110.10 feet~record) to a 1/2-inch rebar with

survey cap No. "NM 21400" set on the easterly right-of-way line of said West Drain, for the most southerly corner of the parcel herein described;

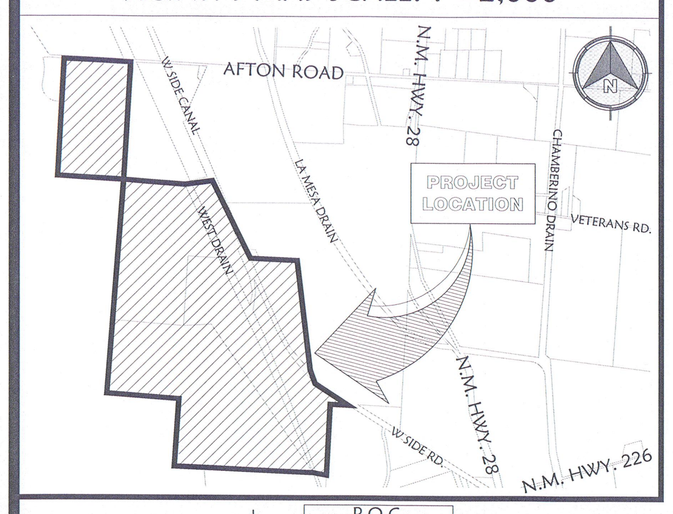
THENCE, leaving the westerly right-of-way line of said West Side Canal and following the easterly right-of-way line of said West Drain, North 28°59'20" West (North 29°09'03" West~record), a distance of 940.28 feet (940.28 feet~record) to the ***POINT OF BEGINNING.***

Said parcel containing 3.1216 acres (135,975.8 square feet), more or less, and being subject to all easements, restrictions and covenants of record.

Aaron Alvarado, N. M. P. S. No. 21400
Date: February 26, 2024
05896-159 Parcel 7 Desc



VICINITY MAP SCALE: 1"=2,000'



LEGEND

- PROJECT BOUNDARY
- SECTION LINE
- TRACT LINE
- BARB WIRE FENCE
- OVERHEAD ELECTRIC LINE
- WIRE FENCE
- GAS LINE
- PIPELINE
- TOP EDGE OF CANAL
- POWER POLE
- CALCULATED SECTION CORNER
- FOUND MONUMENT AS NOTED
- SET 1/2" REBAR WITH SURVEY CAP NO. "NM 21400" UNLESS OTHERWISE INDICATED
- SECTION NUMBER (12)
- DONA ANA COUNTY DEED RECORDS D.A.C.D.R.
- MEASURED BEARING AND DISTANCE (M)
- RECORD BEARING AND DISTANCE (R)
- EXISTING BUILDING

SCALE: 1" = 300'

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N58°29'51"E	48.37
L1(R)	N58°44'20"E	49.27
L2	N27°12'23"E	243.51
L2(R)	N27°36'03"E	243.51
L3	N27°26'20"W	185.96
L3(R)	N27°36'03"W	185.96
L4	N58°40'17"E	381.05
L4(R)	N58°50'00"E	381.05
L5	N00°11'57"E	45.47
L5(R)	N00°00'21"E	45.46
L6	N65°28'43"W	76.54
L6(R)	N65°42'03"W	78.67
L7	N25°56'20"E	11.16
L7(R)	N26°06'03"E	11.16
L8	N58°51'43"W	238.37
L8(R)	N58°42'00"W	238.37
L9	N40°48'31"W	261.12
L9(R)	N40°56'14"W	261.12
L10	N38°58'31"W	52.10
L10(R)	N39°08'14"W	52.10
L11	N39°08'31"W	107.70
L11(R)	N39°18'14"W	107.70
L12	N36°03'31"W	57.30
L12(R)	N36°13'14"W	57.30
L13	N32°58'31"W	169.60
L13(R)	N33°08'14"W	169.60
L14	N29°43'31"W	50.80
L14(R)	N29°53'14"W	50.80
L15	N26°28'31"W	164.90
L15(R)	N26°38'14"W	164.90
L16	N12°28'31"W	50.00
L16(R)	N12°38'14"W	50.00
L17	N01°31'29"E	218.10
L17(R)	N01°21'46"E	218.10
L18	N07°11'29"E	100.00
L18(R)	N07°03'46"E	100.00
L19	N12°52'29"E	433.70
L19(R)	N12°42'46"E	433.70
L20	N22°36'29"E	82.80
L20(R)	N22°26'46"E	82.80

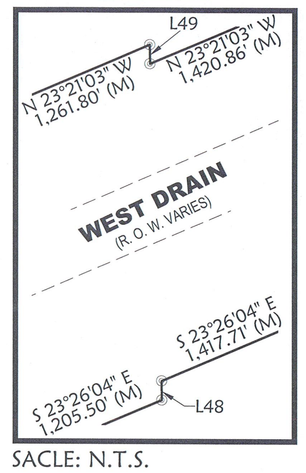
LINE TABLE		
LINE #	BEARING	DISTANCE
L21	N32°16'29"E	77.91
L21(R)	N32°06'46"E	77.91
L22	N61°16'59"E	84.16
L22(R)	N61°09'12"E	84.15
L23	N58°51'43"E	238.37
L23(R)	N58°42'00"E	238.37
L24	S25°58'20"E	339.04
L24(R)	S26°08'03"E	339.04
L25	S16°43'20"E	61.00
L25(R)	S16°33'03"E	61.00
L26	S11°26'20"E	264.60
L26(R)	S11°36'03"E	264.60
L27	S02°51'20"E	72.10
L27(R)	S03°01'03"E	72.10
L28	S05°41'40"W	110.10
L28(R)	S05°31'57"W	110.10
L29	S58°41'29"W	61.16
L29(R)	S58°31'46"W	61.16
L30	N58°41'29"E	93.86
L30(R)	N58°31'46"E	93.86
L32	N58°17'56"E	126.63
L32(R)	N58°07'57"E	126.00
L33	N28°57'03"W	427.10
L33(R)	N29°06'03"W	423.80
L34	N05°43'57"E	216.50
L34(R)	N09°31'57"E	216.50
L35	N02°49'03"W	84.50
L35(R)	N03°01'03"W	84.50

LINE TABLE		
LINE #	BEARING	DISTANCE
L36	N11°26'03"W	304.60
L36(R)	N11°36'03"W	304.60
L37	N58°46'53"W	126.84
L37(R)	N58°57'41"W	125.81
L38	N28°57'03"W	172.62
L38(R)	N29°06'03"W	176.00
L39	S58°17'56"W	140.06
L39(R)	S58°11'05"W	136.25
L40	S29°02'04"E	234.85
L40(R)	S29°08'03"E	234.85
L41	S58°50'40"W	262.53
L41(R)	S58°37'56"W	262.64
L42	S32°16'02"W	276.63
L42(R)	S32°06'46"W	276.63
L43	S32°36'02"W	84.05
L43(R)	S32°26'46"W	84.05
L44	S12°59'02"W	451.05
L44(R)	S12°46'46"W	451.05
L45	S07°11'29"W	113.86
L45(R)	S07°03'46"W	113.86
L46	S01°33'02"W	231.91
L46(R)	S01°21'46"W	231.86
L47	S12°26'58"E	91.26
L47(R)	S12°38'14"E	91.26
L48	N58°29'56"E	5.39
L48(R)	N58°18'57"E	5.39

LINE TABLE		
LINE #	BEARING	DISTANCE
L49	N23°21'03"W	1,261.80' (M)
L50	N86°18'39"E	103.72' (M)
		102.33' (R)
L51	S00°45'00"W	2,186.65' (M)
L52	S89°45'46"E	2,192.30' (R)
L53	S89°45'46"E	2,192.30' (R)
L54	S89°45'46"E	2,192.30' (R)
L55	S00°53'59"W	26.08' (M)

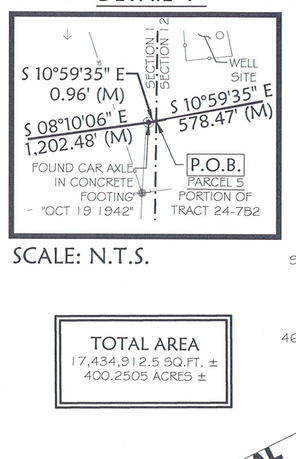
CURVE TABLE					
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	2909.79	34°54'00"	1772.41	S43°18'42"E	1745.14
C1(R)	2909.79	34°54'00"	1772.41	S43°30'42"E	1745.14
C2	2909.79	0°54'31"	44.55	N26°04'40"W	44.55
C2(R)	2909.79	0°54'26"	44.46	N26°17'22"W	44.46

DETAIL "A"



SACLE: N.T.S.

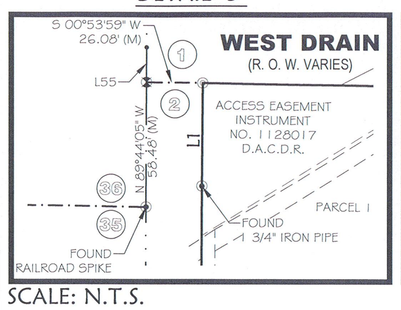
DETAIL "F"



SCALE: N.T.S.

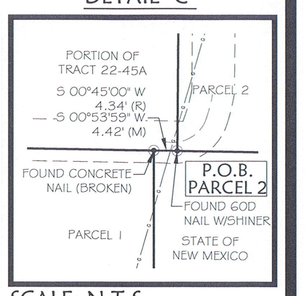
TOTAL AREA
17,434,912.5 SQ.FT. ±
400.2505 ACRES ±

DETAIL "B"



SCALE: N.T.S.

DETAIL "C"



SCALE: N.T.S.

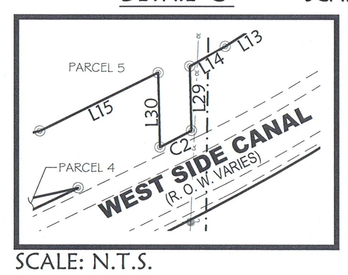
DETAIL "D"

SCALE: N.T.S.

DETAIL "E"

SCALE: N.T.S.

DETAIL "G"



SCALE: N.T.S.

SCHEDULE 'B' PART II ITEMS

10. RESERVATIONS CONTAINED IN THE PATENT DEED FROM THE UNITED STATES OF AMERICA, RECORDED AS DOCUMENT NUMBER 1707, GENERAL LAND OFFICE RECORDS OF THE U.S. DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT. (PARCEL-6)
11. RESERVATIONS CONTAINED IN THE PATENT DEED FROM THE UNITED STATES OF AMERICA, RECORDED AS HOMESTEAD CERTIFICATE 1674 AND APPLICATION NUMBER 1785, GENERAL GENERAL LAND OFFICE RECORDS OF THE U.S. DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT. (PARCELS-2, 3, 4, 6, AND 7)
12. RESERVATION CONTAINED IN THE PATENT DEED FROM THE UNITED STATE OF AMERICA, RECORDED AS PATENT NUMBER 1193141, GENERAL GENERAL LAND OFFICE RECORDS OF THE U.S. DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT. (PARCEL-1)
13. RIGHT OF WAY EASEMENT FILED FOR RECORD ON AUGUST 18, 1964, RECORDED IN BOOK 62, PAGES 496-497 RECORDS OF DONA ANA COUNTY, NEW MEXICO. (PARCELS 1 AND 2) (SHOWN APPROXIMATELY)
14. PERMIT FOR RIGHT OF WAY AND EASEMENT FILED FOR RECORD ON JUNE 30, 1969, RECORDED IN BOOK 64, PAGES 133-137, RECORDS OF DONA ANA COUNTY, NEW MEXICO. (PARCEL-7) (SHOWN APPROXIMATELY)
15. EASEMENT TO EL PASO ELECTRIC COMPANY AND MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY FILED OF RECORD ON JANUARY 30, 1973, RECORDED IN BOOK 100, PAGE 397, RECORDS OF DONA ANA COUNTY, NEW MEXICO. (PARCEL-1) (BLANKET IN NATURE)
16. EASEMENT TO EL PASO ELECTRIC COMPANY AND MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY, FILED OF RECORD ON APRIL 27, 1962, RECORDED IN BOOK 52, PAGE(S) 411, RECORDS OF DONA ANA COUNTY, NEW MEXICO. (DOES NOT AFFECT SURVEYED PARCELS)
17. RIGHT OF WAY GRANT FILED FOR RECORD ON OCTOBER 18, 1985, RECORDED IN BOOK 198, PAGES 623-624, RECORDS OF DONA ANA COUNTY, NEW MEXICO. (PARCELS 1, 2, 3, 4, 5, & 6 AND 7) (BLANKET IN NATURE)
18. EASEMENT TO EL PASO ELECTRIC COMPANY AND MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY, FILED OF RECORD ON MARCH 29, 1990, RECORDED IN BOOK 250, PAGE(S) 168-169, RECORDS OF DONA ANA COUNTY, NEW MEXICO. (PARCELS 1, 2, AND 6) (PLOTTED AND SHOWN)
19. EASEMENT TO EL PASO ELECTRIC COMPANY, FILED OF RECORD ON OCTOBER 6, 2009, RECORDED AS INSTRUMENT NUMBER 0927259, RECORDS OF DONA ANA COUNTY, NEW MEXICO. (PARCEL-1) (PLOTTED AND SHOWN)
20. ACCESS EASEMENT FILED FOR RECORD ON DECEMBER 7, 2011, RECORDED AS INSTRUMENT NUMBER 112817, RECORDS OF DONA ANA COUNTY, NEW MEXICO. (PARCEL-1) (PLOTTED AND SHOWN)

SUPPLEMENTAL NOTES

1. BASIS OF BEARING IS THE NEW MEXICO STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, No. 3002, NORTH AMERICAN DATUM OF 1983 (N.A.D. 83), DETERMINED VIA THE EL PASO COUNTY VIRTUAL REFERENCE STATION (V.R.S.) NETWORK.
2. SUBJECT PROPERTY IS LOCATED IN ZONE "X" (AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD) AND FLOOD ZONE "A" (NO BASE FLOOD ELEVATIONS DETERMINED) AS DETAILED ON THE DONA ANA COUNTY, NEW MEXICO NO INCORPORATED AREAS FLOOD INSURANCE RATE MAP PANEL NO. 350135C1525G, MAP REVISED JULY 06, 2016.

REFERENCE DOCUMENTS

1. TITLE COMMITMENT ISSUED BY STEWART TITLE GUARANTY COMPANY, FILE No. 2126451, COMMITMENT DATE: SEPTEMBER 29,2023 WAS USED FOR THIS SURVEY.
2. PLAT OF SURVEY FOR PARCELS 1-7 DONE BY MOY SURVEYING INC., JOB NO. 00-1735, DATED JANUARY 24, 2001.
3. ELEPHANT BUTTE IRRIGATION DISTRICT RIGHT-OF-WAY MAPS FOR THE WEST DRAIN, WEST SIDE CANAL AND GREENE SPUR DRAIN.

CERTIFICATION

TO EL PASO WATER UTILITIES PUBLIC SERVICE BOARD AND STEWART TITLE GUARANTY COMPANY;
I HEREBY CERTIFY THAT THIS SURVEY PLAT AND THE ACTUAL SURVEY ON THE GROUND UPON WHICH IT IS BASED WERE PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION; THAT I AM RESPONSIBLE FOR THIS SURVEY; THAT THIS SURVEY MEETS THE MINIMUM STANDARDS FOR SURVEYING IN THE STATE OF NEW MEXICO; AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

02/26/24

AARON ALVARADO, N.M.P.S. NO. 21400

AARON ALVARADO NEW MEXICO 21400 PROFESSIONAL SURVEYOR

DRAWN BY: A.M.	BOUNDARY SURVEY (400.2505 ± ACRES)
APPROVED BY: A.A.	TRACT 22-44, SECTION 2 & PORTION OF TRACTS 24-7C1, 22-59, 24-7B2 24-7A, 24-7B3, 24-7B4, 24-7C1, SECTIONS 1, 2, & 12, TOWNSHIP 26 SOUTH, RANGE 3 EAST, NEW MEXICO PRINCIPAL MERIDIAN, NORTH OF CHAMBERION, DONA ANA COUNTY, NEW MEXICO
SCALE: 1"=300'	
DATE: 11-09-2023	
JOB NO. 05896-159	

REVISION:	DATE:	SHEET
		1 OF 1

BROCK & BUSTILLOS INC.
CONSULTING CIVIL ENGINEERS
LAND SURVEYORS
TBPE REG. NO. F-737
TBPLS REG. NO. 101314-00

417 EXECUTIVE CENTER
EL PASO, TEXAS 79902
www.brockbustillos.com
PH (915) 542-4900
FAX (915) 542-2867

Feb 26, 2024 - 4:38pm anamadejo
S:\Projects\05896 - EL PASO WATER - PSB_SURVEYING\159- DEERMAN FARM\05896-159-C3D\05896-159-DEERMAN PARM BOUNDARY SURVEY.dwg

PURCHASE AND SALE AGREEMENT

This Purchase and Sale Agreement (this *"Agreement")* is entered into by and between THE EL PASO WATER UTILITIES- PUBLIC SERVICE BOARD, a component unit of the CITY OF EL PASO, a Texas municipal corporation (the "***Seller***" or "***EPWater")*** and Koeada Farms, a New Mexico LLC., (the "***Buyer").*** The Seller and the Buyer may be referred to individually herein as a "***Party***" and collectively as the "***Parties***".

RECITALS

WHEREAS, the Seller owns the property described below; and,

WHEREAS, the Buyer desires to purchase the property from the Seller in its "as-is, where-is and with all faults" condition; and,

WHEREAS, the Seller desires to sell the property to the Buyer in its "as-is, where-is and with all faults" condition, subject to the terms and conditions contained in this Agreement; and,

WHEREAS, the property is being sold pursuant to the broker listing procedure outlined in Texas Local Government Code Chapter 253; and,

NOW THEREFORE, for and in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

AGREEMENT

1. **Description of Property.** The Seller hereby agrees to sell and convey, and the Buyer hereby agrees to purchase, subject to the terms and conditions contained in this Agreement, the following described real property located in Dona Ana, New Mexico:

> Approximately 400.25 acres, more or less, in Dona Ana County, New Mexico, such property being legally described by metes and bounds in **Exhibit A,** attached hereto and incorporated herein for all purposes; together with any interest in (i) all improvements and fixtures, and (ii) all right, title and interest in and to all easements, appurtenances, and rights-of-way, and all interests in, on or to, any land, highway or street, in, on, across, in front of, abutting, or adjoining any such real property, all of such property (collectively, the "***Property***").

1.1 **Reliance on the Buyer's Own Diligence.** It is acknowledged and agreed that the Buyer has conducted and is relying solely on its own due diligence concerning the Property, including, without limitation, performing any archeological or environmental reports, studies, or surveys of the Property it, in its sole discretion, has desired to perform, and has determined that the Property is suitable for its intended purposes. Mitigation of any conditions on the Property, including archeological sites or, without limitation, any environmental conditions, shall be at the sole cost and expense of the Buyer who shall take the Property at Closing (as defined below) subject to all conditions existing on the date of the Buyer's signature to this Agreement. By its signature hereto, the Buyer accepts responsibility for its own determination of the nature and extent of any archeological sites, or without limitation, any environmental conditions, relating to the Property.

1.2 **Easements.** The Property shall be conveyed to the Buyer subject to all easements, whether of record or not, affecting the Property. Buyer shall be solely responsible for the cost and acquisition of any additional easements it may require for the Property, including, without limitation, easements for the purposes of ingress and egress.

Buyer Initials: [illegible] WK

1.3 **Utility Connections and Modifications.** Buyer shall be solely responsible for the costs of all on-site and off-site extensions, relocations, easements, replacements, or adjustments of water, sanitary sewer, and appurtenances, and for all utility connections including without limitation public sanitary and storm sewers, natural gas, telephone, public water facilities, electrical facilities and all other utility facilities and services necessitated by and attributable to the proposed subdivision improvement plans, or to otherwise provide service lines to the Property.

2. **Purchase Price.** The purchase price for the Property shall be Four-Million and No/100ths Dollars ($4,000,000.00), (the "***Purchase Price***").

2.1 **Payable at Closing.** The full Purchase Price shall be tendered to Seller at Closing.

2.2 **Earnest Money**. Buyer shall pay Seller in the amount of Seventy-Five Thousand and No/100ths Dollars ($75,000.00) (the "***Earnest Money***") with Camino Real Abstract & Title Company, c/o Mr. Tirey Smith, 6701 N. Mesa, El Paso, TX 79912, the "***Escrow Agent***") as a guarantee that the terms and conditions of this Agreement shall be fulfilled. The Earnest Money shall be credited towards the Purchase Price if and when closing occurs.

2.3 **Earnest Money Deposit**. The Parties agree that the Earnest Money shall be deposited by Escrow Agent in an interest-bearing account at an institution acceptable to Seller and Buyer.

3. **Inspection Period**. For period of sixty (60) days, beginning on the Effective Date (the "***Inspection Period***"), the Buyer may inspect the Property and conduct due diligence in, on or in relation to the Property including, but not limited to review of conditions (physical and financial), all information, contracts and agreements, and perform such other inspections and studies as Buyer desires in its sole discretion; provided that Seller's prior written consent must first be obtained before the commencement of any invasive studies (including Phase II environmental studies) on the Property.

3.1 **Access**. Beginning on the Effective Date and thereafter until Closing or termination of this Agreement, Buyer and Buyer's employees and agents will have the right to enter the Property to perform, at Buyer's expense, such economic, surveying, engineering, topographic, environmental, marketing and other tests, studies and investigations in accordance with the provisions in Section 3 above; provided that, Buyer must coordinate with Seller before entering onto the Property at any time prior to Closing.

3.2 **Termination During Inspection Period**. Buyer may terminate this Agreement for any reason by providing Seller written notice of termination prior to the expiration of the Inspection Period. Upon receipt of the notice of termination by the Seller during the Inspection Period, this Agreement shall be deemed terminated and the Earnest Money shall be refunded to Buyer and the Parties shall have no further rights or obligations under this Agreement, except the Surviving Obligations. If Buyer fails to timely deliver a notice of termination, upon expiration of the Inspection Period, Buyer is deemed to have approved the Property and waived its right to terminate this Agreement under this Section 3.2. Upon expiration of the Inspection Period the Earnest Money shall become non-refundable, except in the event of a default by Seller under this Agreement or as otherwise specifically set forth in this Agreement. At Closing, the Earnest Money Deposit will be credited against the Purchase Price or returned to Seller, at the election of Seller in its sole discretion.

4. **Survey.** If Seller has an existing survey of the Property in its possession, Seller will furnish Buyer a copy of the existing survey of the Property within ten (10) business days after the Effective Date. Buyer may obtain a new survey at its cost. If Buyer obtains a new survey, the metes and bounds description of the Property contained in the new survey will be used for purposes of describing the Property in the Deed at Closing.

5. **Title Binder**. Within ten (10) business days after the Effective Date, Buyer will, at Buyer's expense,

Buyer Initials: _____

deliver or cause to be delivered to Seller a title commitment covering the Property from WestStar Title (the "***Title Company***"), binding the Title Company to issue an Owner's Policy of Title Insurance ("***Owner's Policy***") with respect to the Property in the full amount of the Purchase Price at the Closing (the "***Title Binder***"). The Title Binder shall include legible copies of all exceptions listed on Schedule B and Schedule C of the Title Binder. The Buyer will provide copies of the Title Binder and all recorded documents affecting the Property to Seller no later than three (3) days after the Buyer's receipt of the same.

5.1 **Buyer's Approval of Title**. Buyer shall have until the expiration of the Inspection Period to deliver in writing to Seller objections Buyer may have to anything contained in the Title Binder or survey. In the event that Buyer delivers objections to Seller, Seller may, in Seller's sole discretion, undertake to eliminate or modify all unacceptable matters to the reasonable satisfaction of Buyer ("***Non-Permitted Encumbrances***"). In the event Buyer does not terminate this Agreement during the Inspection Period pursuant to the terms of Section 3.2 herein, Buyer will be deemed to have approved exceptions contained in the Title Binder that have not been cured (the "***Permitted Exceptions***"). Notwithstanding the foregoing, Seller shall at its expense cure, remove or satisfy the Non-Permitted Encumbrances at or before the Closing. The Non-Permitted Encumbrances will never be included as Permitted Exceptions. In addition to the above, Buyer may object to and will not be deemed to approve any additional exceptions shown in an updated Title Binder or Survey delivered to Buyer after the expiration of the Inspection Period and such matters will not be considered Permitted Exceptions unless expressly approved by Buyer.

5.2 **Compliance**. In accordance with the requirements of the Property Code, Title 2, Chapter 5, Subchapter D, Buyer is hereby advised that it should obtain a title abstract or title commitment covering the Property and have it examined by an attorney of its own selection and purchase owner's policy of title insurance covering the Property.

6. **Representations of the Seller.** The Seller hereby represents, to the extent allowed by law, to the Buyer, that, to its actual knowledge, the following are true in all material respects:

6.1 **Parties in Possession.** At the time of Closing, other than the Buyer, there are no parties in possession of any portion of the Property as lessees or tenants at sufferance.

6.2 **Mechanic's Lien.** (i) No liens arising from the Seller's actions or otherwise, exist for the benefit of mechanics or materialmen in regard to the Property; and (ii) except as expressly disclosed in the documents relating to this transaction, the Seller has not entered into any contracts or agreements relating to the use or ownership of the Property or by which any person or entity agreed to provide labor, services or materials in regard to the Property or the business of the Seller.

6.3 **Litigation.** There is no pending litigation before or by any court of law pertaining to the Property or which involve incidents occurring on the Property including, but not limited to, claims of damage to persons or Property.

6.4 **Bills Paid.** At Closing, there will be no unpaid bills or claims in connection with any repair or operation of the Property as a result of the Seller's ownership.

6.5 **Taxes.** While the Seller owned the Property, the Property was exempt from ad valorem taxes.

7. **Representations of the Buyer.** The Buyer hereby represents, to the extent allowed by law, to the Seller, that to the best of its knowledge, that the following are true:

7.1 **Authority.** The Buyer has full power and authority to execute and deliver this Agreement and to perform and carry out all covenants and obligations to be performed and

Buyer Initials: _____ WK

carried out by the Buyer herein.

7.2 **Non-Contravention.** The execution and delivery of this Agreement by the Buyer and the consummation by the Buyer of the transactions contemplated hereby will not materially violate any judgment, order, injunction, decree, regulation or ruling of any court or any governmental or quasi-governmental bodies or agencies having jurisdiction over the Buyer, or conflict with, result in a breach of, or constitute a default under the organizational documents of the Buyer, any note or other evidence of indebtedness, any mortgage, deed of trust or indenture, or any lease or other material agreement or instrument to which the Buyer is a party or by which it is bound.

7.3 **Consents.** No consent, waiver, approval or authorization is required from any person or entity that has not already been obtained as of the Effective Date or, if appropriate, which will be obtained prior to Closing, in connection with the execution and delivery of this Agreement by the Buyer or the performance by the Buyer of the transactions contemplated hereby, except for those the failure of which to be obtained would not be reasonably expected to cause a material adverse effect to the Buyer.

7.4 **Bankruptcy.** The Buyer has not (i) commenced a voluntary case, or had entered against it a petition, for relief under any federal bankruptcy statute or any similar petition, order or decree under any federal or state law or statute relative to bankruptcy, insolvency or other relief for debtors, or solicited or caused to be solicited petitioning creditors for any involuntary petition against it, or filed an answer consenting to or otherwise acquiescing in or joining in any involuntary petition filed against it, (ii) caused, suffered or consented to the appointment of a receiver, trustee, administrator, conservator, liquidator or similar official in any federal, state or foreign judicial or non-judicial proceeding to hold, administer and/or liquidate all or substantially all of its property, (iii) filed or had filed against it a petition seeking reorganization, arrangement, composition, readjustment, liquidation, dissolution or similar relief, (iv) under the provisions of any other law for the relief or aid of debtors, had an action taken by any court of competent jurisdiction that allows such court to assume custody or control of it or of the whole or any substantial part of its property or assets, or (v) made an assignment for the benefit of creditors, or admitted, in writing or in any legal proceeding, its insolvency or inability to pay its debts as they become due.

7.5 **Litigation.** There is no pending action, suit, arbitration, unsatisfied order or judgment, litigation, government investigation or proceeding against or affecting the Buyer that would materially detrimentally affect the Buyer's ability to perform hereunder.

8. **Closing.** The closing of the sale and delivery of the closing documents, as applicable, and release of the Purchase Price to the Seller (the "***Closing***") shall take place at the offices of the Title Company within thirty (30) days from the date the City Manager of the City of El Paso executes the signature block herein below upon the adoption by the City Council of the City of El Paso of an ordinance authorizing the sale of the Property by the Seller to the Buyer (the "***Approval Date***").

8.1 **Amount of Purchase Price.** The full amount of the Purchase Price, less the earnest money deposit, shall be tendered to Seller at the Closing.

8.2 **Closing Costs.** Costs required to consummate the Closing shall be paid by the Parties as follows:

(a) The Buyer and Seller shall evenly split the payment of all costs required to consummate the Closing; including without limitation:

(i) All recording fees arising from the recordation of documents necessary to show good title to the Property in the Buyer;

Buyer Initials: WK

(ii) All premiums and other charges for the issuance of the Owner's Policy of Title Insurance for the Property; and,
(iii) All escrow fees.

(b) Buyer shall pay all real estate appraisal and survey costs.

(c) All other costs and expenses incurred in connection with this Agreement that are not expressly recited herein to be the obligation of Seller or Buyer shall be allocated among the Buyer and Seller as is customary in real estate transactions in Dona Ana County, NM.

8.3 **Conditions to the Seller's Obligation to Close.** The obligation of the Seller hereunder to consummate the Closing is subject to the satisfaction of the following conditions: (i) the occurrence of the conditions required to establish the Approval Date; (ii) the performance of all of the Buyer's obligations under this Agreement; and (iii) the Seller is satisfied that all of the Buyer's representations and warranties herein made are true and correct. In the event any of these conditions are not satisfied on or before the Closing, or within one (1) year of the Effective Date, subject to applicable law, the Seller may, in its sole discretion, waive one or more of said conditions and proceed to Closing, or terminate this Agreement.

8.4 **Seller's Obligations.** At the Closing, Seller shall deliver to Escrow Agent in accordance with this Agreement, duly executed and, where applicable, acknowledged:

(a) The deed to the Property, in the form attached hereto as Exhibit "B" (the "***Deed***"), (subject to the Permitted Exceptions and to such changes as may be required to obtain the approval of the City Council of the City of El Paso or that are required by applicable law, local recording requirements and/or customary real estate practices in the jurisdiction(s) in which the Property is located, provided, the substantive terms and provisions of the Deed attached hereto are not modified as a result of any such changes);

(b) Such agreements, affidavits or other documents as may be required by the Title Company to issue the Owner's Policy to Buyer at Closing, subject only to the Permitted Exceptions and to eliminate such standard exceptions and to issue such endorsements thereto which may be eliminated and issued under applicable State law, and which are customarily required by institutional investors purchasing property comparable to the Property;

(c) All original warranties and guaranties, if any, in Seller's possession or reasonably available to Seller;

(d) The metes and bounds survey of the Seller's Reservations, if applicable; and

(e) Any other document or instrument reasonably necessary or required to consummate the transactions contemplated by this Agreement.

8.5 **Buyer's Obligations**. At the Closing, the Buyer shall:

(a) Pay the Purchase Price;

(b) Deliver any other document or instrument reasonably necessary or required to consummate the transactions contemplated by this Agreement, duly executed and acknowledged, where applicable; and

(c) Execute a final closing statement reflecting the Purchase Price, including any adjustments and prorations.

Buyer Initials: WK

8.6 **Possession.** Possession of the Property will be transferred to the Buyer at Closing.

8.7 **Broker's Fees.** To the extent permitted by law, each Party agrees to release, protect, indemnify, defend and hold the other harmless from and against any and all claims with respect to any commissions, finders' fees or other remuneration due to any broker, agent or finder claiming by, through or under such Party.

9. **Default.**

9.1 **Default by the Buyer.** If Buyer defaults in its obligations hereunder to deliver the Purchase Price at the time required by this Agreement and close on the purchase of the Property at Closing on the Approval Date, then Seller shall be entitled to terminate this Agreement, thereby releasing the Buyer from its obligations hereunder except those which expressly survive the expiration or termination of this Agreement; and Buyer shall thus forfeit the Earnest Money, and Escrow Agent shall deliver the Earnest Money to Seller, and neither Party shall be obligated to proceed with the purchase and sale of the Property. If Buyer defaults in any of its other representations, warranties or obligations under this Agreement, and such default continues for more than ten (10) days after written notice from Seller, then Seller shall be entitled to terminate this Agreement thereby releasing the Buyer from its obligations hereunder except those which expressly survive the expiration or termination of this Agreement; Buyer shall thus forfeit the Earnest Money, and Escrow Agent shall deliver the Earnest Money Deposit to Seller, and neither Party shall be obligated to proceed with the purchase and sale of the Property.

9.2 **Default by the Seller.** If Seller, prior to the Closing, defaults in its representations, warranties, covenants, or obligations under this Agreement, including to sell the Property as required by this Agreement, then this Agreement shall terminate, and all payments and things of value provided by Buyer hereunder, including the Earnest Money, shall be returned to Buyer as its sole recoverable damages. Buyer expressly waives the remedies of specific performance and additional damages for such default by Seller.

9.3 **Recoverable Damages.** The provisions of Sections 9.1 and 9.2 shall limit the damages recoverable by either Party against the other Party due to the other Party's default or breach of the express provisions of this Agreement (except for defaults or breaches due to inaccurate or incorrect representations and warranties resulting from the intentional or knowing actions of a Party) and, in addition to such limitations, **IN NO EVENT SHALL THE SELLER OR THE BUYER BE LIABLE FOR ANY SPECIAL, DIRECT, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES.**

9.4 **Costs of Enforcement.** Any provision in this Agreement to the contrary notwithstanding, if a Party files suit to enforce or recover amounts owed under this Agreement before or after Closing or the earlier termination of this Agreement, the prevailing Party in such litigation shall be entitled to recover from the non-prevailing Party court costs and reasonable attorney's fees.

9.5 **Return of Property Information.** If Closing does not occur, Buyer shall return to Seller all Property information within seven (7) days of receipt of written demand by Seller to furnish the same.

9.6 **Liability of Parties.** Except for obligations expressly assumed or agreed to be assumed by Buyer and Seller hereunder, Buyer and Seller are not assuming any obligations of the other Party or any liability for claims arising out of any act, omission or occurrence which occurs, accrues or arises prior to the Closing Date.

10. **Miscellaneous.**

Buyer Initials: 

10.1 **Notice.** Any notice, demand, direction, request, or other instrument authorized or required by this Agreement to be given to or filed with either party, shall be deemed to have been sufficiently given or filed for all purposes, if and when personally delivered or the date the same is sent by certified mail, postage prepaid, return receipt requested, to the address specified below or at such other address as may be designated in writing by the parties. Email notice must be accompanied with another form of notice allowed hereby in order to be effective.

SELLER: El Paso Water Utilities –Public Service Board
Attn: John Balliew, President/CEO
1154 Hawkins Drive
El Paso, Texas 79925

Copy to: El Paso Water Utilities
Attn: Land-Section 140
Utility Land and Water Rights Manager
1154 Hawkins Blvd.
El Paso, TX 79925
LandManagement@EPWater.org

BUYER:

Koeada Farms, LLC.
Attn: Willie Joe Koening
P.O. Box 460
Mesilla Park, NM 88047
dannyjoefarms@msn.com

Koeada Farms, LLC.
Attn: Scotty Adams
P.O. Box 156
Hatch, NM 87937
adamsproduceinc@hotmail.com

10.2 **Entire Agreement/ Governing Law.** This Agreement constitutes the entire agreement between the Parties, and supersedes all prior agreements and understandings, written or oral, regarding the subject matter of this Agreement, and may be amended or supplemented only by an instrument in writing, executed by the Party against whom enforcement is sought. This Agreement shall be governed in all respects, including validity, interpretation, and effect, by and shall be enforceable in accordance with the laws of the State of Texas with jurisdiction in courts of competent jurisdiction of El Paso County, Texas.

10.3 **Time.** Time is of the essence of this Agreement and each and every provision hereof.

10.4 **Severability.** If any provision of this Agreement shall be invalid, illegal, or unenforceable, the validity, legality and enforceability of the remaining portion shall not in any way be affected or impaired.

10.5 **Survival of Provisions.** The terms contained in all of Section 1; Section 2; Section 3, Section 5; Section 7; Section 8; and Section 9; as well as Section 10.1, 10.2, 10.3, 10.4, 10.5, 10.6, 10.7, 10.8, 10.9, 10.10, and 10.12 of this Agreement, shall survive the Closing and shall not be merged therein. In case any one or more of the provisions contained in this contract for any reason is held invalid, this invalidity will not affect any other provision of this Agreement, which will be construed as if the invalid or unenforceable provision had never existed.

10.6 **Binding Effect.** This Agreement shall be binding upon the Parties hereto and their respective successors and assigns.

10.7 **"AS IS, WHERE IS".** THIS AGREEMENT IS AN ARMS-LENGTH

Buyer Initials: WK

AGREEMENT BETWEEN THE PARTIES. THE PURCHASE PRICE WAS BARGAINED ON THE BASIS OF AN "AS IS, WHERE IS" TRANSACTION. THE BUYER ACCEPTS THE AS IS, WHERE IS, AND WITH ALL FAULTS, AND EXCEPT AS THE WARRANTY OF TITLE AND EXCEPT FOR THEWARRANTIES AND REPRESENTATIONS SET FORTH IN THIS AGREEMENT, WITHOUT ANY REPRESENTATIONS OR WARRANTIES OF WHATSOEVER KIND, EXPRESS OR IMPLIED, WRITTEN OR ORAL, IT BEING THE INTENTION OF THE SELLER AND THE BUYER TO EXPRESSLY NEGATE AND EXCLUDE ALL REPRESENTATIONS AND WARRANTIES OF ANY KIND, INCLUDING, BUT NOT LIMITED TO THOSE REGARDING: (A) THE CONDITION OF THE PROPERTY; (B) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH THE BUYER MAY CONDUCT THEREON; (C) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; AND (D) THE HABITABILITY, MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY. THE BUYER FURTHER ACKNOWLEDGES AND AGREES THAT, HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, THE BUYER IS RELYING SOLELY ON ITS OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED BY THE SELLER. THE BUYER FURTHER ACKNOWLEDGES AND AGREES THAT ANY INFORMATION PROVIDED BY THE SELLER WITH RESPECT TO THE PROPERTY WAS OBTAINED FROM A VARIETY OF SOURCES AND THAT THE SELLER HAS NOT MADE ANY INDEPENDENT INVESTIGATION OR VERIFICATION OF SUCH INFORMATION AND MAKES NO REPRESENTATIONS AS TO THE ACCURACY OR COMPLETENESS OF SUCH INFORMATION. THE SELLER IS NOT LIABLE OR BOUND IN ANY MANNER BY ANY VERBAL OR WRITTEN STATEMENTS, REPRESENTATIONS OR INFORMATION PERTAINING TO THE PROPERTY, OR THE OPERATION THEREOF, FURNISHED BY ANY BROKER, AGENT, ATTORNEY, EMPLOYEE OR OTHER PERSON. THE BUYER ACKNOWLEDGES AND AGREES THAT THE DISCLAIMERS, WAIVERS AND OTHER AGREEMENTS SET FORTH HEREIN ARE INTEGRAL PARTS OF THE AGREEMENT BETWEEN THE SELLER AND THE BUYER WITH RESPECT TO THE SALE OF THE PROPERTY, AND THAT THE SELLER WOULD NOT HAVE AGREED TO SELL THE PROPERTY TO THE BUYER FOR THE PURCHASE PRICE WITHOUT THE DISCLAIMERS AND OTHER AGREEMENTS SET FORTH ABOVE.

10.8 **ENVIRONMENTAL MATTERS.** AFTER CLOSING, BETWEEN THE SELLER AND THE BUYER, THE RISK OF LIABILITY OR EXPENSE FOR ENVIRONMENTAL PROBLEMS, IF ANY, EVEN IF ARISING FROM EVENTS BEFORE CLOSING, WILL BE THE SOLE RESPONSIBILITY OF THE BUYER, REGARDLESS OF WHETHER THE ENVIRONMENTAL PROBLEMS WERE KNOWN OR UNKNOWN AT CLOSING. ONCE CLOSING HAS OCCURRED, THE BUYER SHALL INDEMNIFY, HOLD HARMLESS, AND RELEASE THE SELLER FROM LIABILITY FOR ANY LATENT DEFECTS AND FROM ANY LIABILITY FOR ENVIRONMENTAL PROBLEMS AFFECTING THE PROPERTY, INCLUDING LIABILITY UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION, AND LIABILITY ACT (CERCLA), THE RESOURCE CONSERVATION AND RECOVERY ACT (RCRA), THE TEXAS SOLID WASTE DISPOSAL ACT, OR THE TEXAS WATER CODE.

10.9 **Effective Date.** As used herein, "***Effective Date***" means the date this Agreement is receipted by the Title Company on the space provided for in this Agreement.

10.10 **Assignment.** The Buyer shall have the right to assign this Agreement or any of its rights

Buyer Initials: WK

hereunder to an affiliate of the Buyer only with the prior written consent of the Seller; provided, however, that (i) such assignee shall assume all of the obligations of the Buyer hereunder, (ii) the Buyer shall remain liable for all of its duties and obligations hereunder, and (iii) the Buyer shall deliver written notice of the assignment, including a copy of the assignment instrument, to the Seller at least three (3) days prior to the Closing.

10.11 **Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same document. Faxed and emailed signature pages may be accepted as originals.

10.12 **Successors and Assigns.** This Agreement shall inure to the benefit of and be binding upon the heirs, personal representatives, administrators, successors, and assigns, as applicable of the respective Parties hereto.

[Signatures Begin on the Following Page]

Buyer Initials: WK

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed as of the date written below each Party's signature below, but to be effective as of the Effective Date.

SELLER:

EL PASO WATER UTILITIES – PUBLIC SERVICE BOARD, a component unit of THE CITY OF EL PASO, a Texas municipal corporation

By: _____
John E. Balliew, P.E.
President/CEO
Executed on: 8/18/25

APPROVED AS TO FORM:

_____
Michaela Ainsa
Senior Assistant General Counsel

APPROVED AS TO CONTENT:

_____
Alex Vidales
Utility Land and Water Rights Manager

ACKNOWLEDGEMENT

STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on the 18th day of August, 2025, by John Balliew, P.E., President/CEO of the El Paso Water Utilities – Public Service Board.

SUSANA BUSTILLOS
NOTARY PUBLIC
ID# 13051388-0
In and for the State of Texas
My Commission Expires
01-27-2028

_____
Notary Public, State of Texas

My Commission Expires

_____

[Signatures Continue on the Following Page]

Buyer Initials: _____ WK

BUYER:

Koeada **Farms, LLC.**

By: Willie Joe Koenig 8-26-25
Willie Joe Koenig, as Managing Member

Executed on: _____

ACKNOWLEDGEMENT

STATE OF ~~TEXAS~~ New Mexico §
§
COUNTY OF ~~EL PASO~~ Dona Ana §

STATE OF NEW MEXICO
NOTARY PUBLIC
Danika Ariana Marie Rodriguez
Commission No. 2002441
Expires: March 04, 2028

This instrument was acknowledged before me on the 28th day of Aug, 2025, by Willie Joe Koeing, as Managing Member of Koeada, LLC.

Danika Ariana Marie Rodriguez
Notary Public, State of ~~Texas~~ New Mexico

My Commission Expires:

March 04, 2028

BUYER:

Koeada **Farms, LLC.**

By: _____
Scotty Adams, as Managing Member

Executed on: 8/26/2025

ACKNOWLEDGEMENT

State of New Mexico
~~STATE OF TEXAS~~ §
County of Dona Ana §
~~COUNTY OF EL PASO~~ §

This instrument was acknowledged before me on the 26 day of August, 2025, by Scotty Adams, as Managing Member of Koeada, LLC.

Pamela Murillo
Notary Public, ~~State of Texas~~ State of New Mexico

My Commission Expires:

05-23-2028

State of New Mexico
Notary Public
Pamela Murillo Sanchez
Commission # 2003305
Exp. Date 5/23/2028

Buyer Initials: _____ WK

This Agreement has been received and reviewed by Camino Real Abstract & Title Company this the 4th day of September ~~of August~~, 2025. The Title Company acknowledges that all information furnished to it by the parties or obtained by the Title Company in the course of performing its duties, including acting as the Escrow Agent for the parties, under the Agreement will be treated as confidential information.

CAMINO REAL ABSTRACT & TITLE COMPANY:

By: Vicki Brewer
Its: Branch Manager

Buyer Initials: ~~[illegible]~~ WK

This Agreement has been received and reviewed by the City of El Paso, Texas and the undersigned has been authorized by the City Council of the City of El Paso, Texas to execute the Deed pursuant to the terms of this Agreement on the ___ day of _____, 2026, which shall be the ***Approval Date*** for the purpose described herein.

THE CITY OF EL PASO, TEXAS,
a Texas municipal corporation,

By: _____
Dionne Mack
City Manager

APPROVED AS TO FORM:

_____
Roberta Brito
Assistant City Attorney

Buyer Initials: WK

EXHIBIT A

BROCK & BUSTILLOS INC.
CIVIL ENGINEERS URBAN DESIGNERS LAND SURVEYORS

ROMAN BUSTILLOS, P.E.
President
SERGIO J. ADAME, P.E.
Vice President - Engineering
AARON ALVARADO, R.P.L.S.
Vice President – Surveying
HECTOR MARTINEZ, P.E.
Associate Partner

TBPE Reg. No. F-737
TBPLS Reg. No. 101314-00

METES AND BOUNDS DESCRIPTION
"Parcel 1"

A 66.3584 acres parcel situate 3 miles southeast of La Mesa, Doña Ana County, New Mexico as a portion of U.S.R.S. Tract 22-44, Section 2, Township 26 South, Range 2 East, New Mexico Principal Meridian (N.M.P.M.) and being more particularly described by metes and bounds as follows:

COMMENCING for reference at a 4-inch Aluminum Cap found for the corner common to Section 1, Township 26 South, Range 2 East, N.M.P.M. and Section 6, Township 26 South, Range 3 East, N.M.P.M. and on the south boundary line of Section 31, Township 25 South, Range 3 East, N.M.P.M.; ***THENCE***, following the boundary line common to said Townships 25 and 26, North 89°44'05" West, a distance of 5,292.44 feet to the calculated corner common to said Section 1 and Section 2, Township 26 South, Range 2 East, N.M.P.M.; ***WHENCE***, a Railroad Spike found for the corner common to said Section 36 and Section 35, Township 25 South, Range 2 East, N.M.P.M. bears, North 89°44'05" West, a distance of 58.48 feet; ***THENCE***, leaving the boundary line common to said Townships 25 and 26 and following the boundary line common to said Sections 1 and 2, South 00°53'59" West (South 00°45'00" West~record), a distance of 26.08 feet (25.01 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set on the south right-of-way line of Doña Ana County Road B-008 (A.K.A. Afton Road) for the northeast corner and the ***POINT OF BEGINNING*** of the parcel herein described;

THENCE, leaving the south right-of-way line of said Doña Ana County Road B-008 and continuing along the boundary line common to said Sections 1 and 2, South 00°53'59" West (South 00°45'00" West~record), a distance of 2,186.65 feet (2,186.65 feet~record) to a Concrete Nail (broken) found for the southeast corner of the parcel herein described; ***WHENCE***, a 2 1/2-inch Iron Pipe found for the corner common to said Sections 1, 2 and Sections 11, 12, Township 26 South, Range 2 East, N.M.P.M. bears, South 00°53'59" West (South 00°45'00" West~record), a distance of 2,638.64 feet (2,633.68~record);

THENCE, leaving the boundary line common to said Sections 1 and 2, North 89°59'55" West (South 89°49'41" West~record), a distance of 1,320.08 feet (1,320.12 feet~record) to a 1/2-inch rebar with survey cap "NMPS 5939" found for the southwest corner of the parcel herein described;

THENCE, North 00°53'15" East (North 00°42'51" East~record), a distance of 2,192.30 feet (2,192.30 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set on the south right-of-way line of said Doña Ana County Road B-008 for northwest corner of the parcel herein described;

THENCE, following the on the south right-of-way line of said Doña Ana County Road B-008, South 89°45'46" East (South 89°56'00" East~record), a distance of 1,272.09 feet (1,272.14 feet~record) to a 1 3/4-inch Iron Pipe found for an angle point of the parcel herein described;

THENCE, continuing along the south right-of-way line of said Doña Ana County Road B-008, South 89°29'51" East (South 89°44'20" East~record), a distance of 48.37 feet (49.27 feet~record) to the ***POINT OF BEGINNING.***

Said parcel containing 66.3584 acres (2,890,572.9 square feet), more or less and being subject to all easements, restrictions and covenants of record.

AARON ALVARADO
NEW MEXICO
21400
PROFESSIONAL SURVEYOR

Aaron Alvarado, N. M. P. S. No. 21400
Date: February 26, 2024
05896-159 Parcel 1 Desc

BROCK & BUSTILLOS INC.
CIVIL ENGINEERS URBAN DESIGNERS LAND SURVEYORS

ROMAN BUSTILLOS, P.E.
President
SERGIO J. ADAME, P.E.
Vice President - Engineering
AARON ALVARADO, R.P.L.S.
Vice President – Surveying
HECTOR MARTINEZ, P.E.
Associate Partner

TBPE Reg. No. F-737
TBPLS Reg. No. 101314-00

METES AND BOUNDS DESCRIPTION
"Parcel 2"

A 85.8018 acres parcel situate 3 miles southeast of La Mesa, Doña Ana County, New Mexico as a portion of U.S.R.S. Tract 24-7C1, Section 1, Township 26 South, Range 2 East, New Mexico Principal Meridian (N.M.P.M.) and being more particularly described by metes and bounds as follows:

COMMENCING for reference at a 4-inch Aluminum Cap found for the corner common to Section 1, Township 26 South, Range 2 East, N.M.P.M. and Section 6, Township 26 South, Range 3 East, N.M.P.M. and on the south boundary line of Section 31, Township 25 South, Range 3 East, N.M.P.M.; ***THENCE***, following the boundary line common to said Townships 25 and 26, North 89°44'05" West, a distance of 5,292.44 feet to the calculated corner common to said Section 1 and Section 2, Township 26 South, Range 2 East, N.M.P.M.; ***WHENCE***, a Railroad Spike found for the corner common to said Section 36 and Section 35, Township 25 South, Range 2 East, N.M.P.M. bears, North 89°44'05" West, a distance of 58.48 feet; ***THENCE***, leaving the boundary line common to said Townships 25 and 26 and following the boundary line common to said Sections 1 and 2, South 00°53'59" West (South 00°45'00" West~record), a distance of 2,217.15 feet (2,216.00 feet~record) to a 60D nail with shiner found for the northwest corner and the ***POINT OF BEGINNING*** of the parcel herein described;

THENCE, leaving the boundary line common to said Sections 1 and 2, South 89°30'20" East (South 89°45'00" East~record), a distance of 1,138.53 feet (1,138.53 feet~record) to a 1/2-inch rebar found on the westerly right-of-way line of the West Drain (variable width) for the northeast corner of the parcel herein described;

THENCE, following the westerly right-of-way line of said West Drain, South 27°21'23" East (South 27°36'03" East~record), a distance of 243.51 feet (243.51 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, continuing along the westerly right-of-way line of said West Drain, South 28°54'19" East (South 29°08'59" East~record), a distance of 1,271.32 feet (1,271.32 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, leaving the westerly right-of-way line of said West Drain, South 89°56'40" West (South 89°42'00" West~record), a distance of 577.11 feet (577.11 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, South 00°28'58" East (South 00°32'13" East~record), a distance of 1,310.55 feet (1,311.46 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set on the boundary line common to said Section 1 and Section 12, Township 26 South, Range 2 East, N.M.P.M. for the southeast corner of the parcel herein described;

THENCE, following the boundary line common to said Sections 1 and 12, North 89°18'25" West (North 89°29'07" West~record), a distance of 1,340.29 feet (1,340.29 feet~record) to a 2 1/2-inch Iron Pipe found for the corner common to said Sections 1, 2, 12, and Section 11, Township 26 South, Range 2 East, N.M.P.M. for the southwest corner of the parcel herein described;

THENCE, leaving the boundary line common to said Sections 1 and 12 and following the boundary line common to said Sections 1 and 2, North 00°53'59" East (North 00°45'00" East~record), a distance of 2,634.22 feet (2,633.68 feet~record) to the ***POINT OF BEGINNING.***

Said parcel containing 85.8018 acres (3,737,528.6 square feet), more or less, and being subject to all easements, restrictions and covenants of record.

Aaron Alvarado, N. M. P. S. No. 21400
Date: February 26, 2024
05896-159 Parcel 2 Desc

AARON ALVARADO
NEW MEXICO
21400
PROFESSIONAL SURVEYOR

BROCK & BUSTILLOS INC.
CIVIL ENGINEERS URBAN DESIGNERS LAND SURVEYORS

ROMAN BUSTILLOS, P.E.
President
SERGIO J. ADAME, P.E.
Vice President - Engineering
AARON ALVARADO, R.P.L.S.
Vice President – Surveying
HECTOR MARTINEZ, P.E.
Associate Partner

TBPE Reg. No. F-737
TBPLS Reg. No. 101314-00

METES AND BOUNDS DESCRIPTION
"Parcel 3"

A 10.6775 acres parcel situate 3 miles southeast of La Mesa, Dona Ana County, New Mexico as a portion of U.S.R.S. Tract 22-59, Section 1, Township 26 South, Range 2 East, New Mexico Principal Meridian (N.M.P.M.) and being more particularly described by metes and bounds as follows:

COMMENCING for reference at a 4-inch Aluminum Cap found for the corner common to Section 1, Township 26 South, Range 2 East, N.M.P.M. and Section 6, Township 26 South, Range 3 East, N.M.P.M. and on the south boundary line of Section 31, Township 25 South, Range 3 East, N.M.P.M.; ***THENCE***, following the boundary line common to said Townships 25 and 26, North 89°44'05" West, a distance of 4,723.60 feet to a point; ***WHENCE***, a Railroad Spike found for the corner common to said Section 36 and Section 35, Township 25 South, Range 2 East, N.M.P.M. bears, North 89°44'05" West, a distance of 627.32 feet; ***THENCE***, leaving the boundary line common to said Townships 25 and 26, South 00°15'55" West, a distance of 27.14 feet to a 1/2-inch rebar with survey cap "RPLS 8081" found on the south right-of-way line of Doña Ana County Road B-008 (A.K.A. Afton Road) and the westerly right-of-way line of the West Side Canal (variable width) for the northeast corner of U.S.R.S. Tract 22-45, Section 1, Township 26 South, Range 2 East, N.M.P.M.; ***THENCE***, leaving the south right-of-way line of said Doña Ana County Road B-008 and following the westerly right-of-way line of said West Side Canal, South 25°59'17" East, a distance of 2,444.16 feet; ***THENCE***, continuing along the westerly right-of-way line of said West Side Canal, North 89°40'17" West, a distance of 31.13 feet to a 1/2-inch rebar with survey cap No. "NM 21400" for the northeast corner and the ***POINT OF BEGINNING*** of the parcel herein described;

THENCE, continuing along the westerly right-of-way line of said West Side Canal, South 25°54'03" East (South 26°03'46" East~record), a distance of 759.12 feet (759.12 feet~record) to a 1/2-inch rebar found for an angle point of the parcel herein described;

THENCE, continuing along the westerly right-of-way line of said West Side Canal, North 00°11'57" East (North 00°02'14" East~record), a distance of 45.47 feet (45.46 feet~record) to a 1/2-inch rebar found for an angle point of the parcel herein described;

THENCE, continuing along the westerly right-of-way line of said West Side Canal, South 25°53'23" East (South 26°03'46" East~record), a distance of 755.05 feet (755.05 feet~record) to a 1/2-inch rebar with survey cap No. "NMPS 5939" found for the southeast corner of the parcel herein described;

THENCE, continuing along the westerly right-of-way line of said West Side Canal, North 89°29'43" West (North 89°42'03" West~record), a distance of 78.54 feet (78.67 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, continuing along the westerly right-of-way line of said West Side Canal, South 25°58'20" East (South 26°08'03" East~record), a distance of 11.16 feet (11.16 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, leaving the westerly right-of-way line of said West Side Canal, South 89°51'43" West (South 89°42'00" West~record), a distance of 238.37 feet (238.37 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set on the easterly right-of-way line of the West Drain (variable width) for the southwest corner of the parcel herein described;

THENCE, following the easterly right-of-way line of said West Drain, North 28°59'20" West (North 29°09'03" West~record), a distance of 1,330.42 feet (1,330.42 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, continuing along the easterly right-of-way line of said West Drain, North 27°26'20" West (North 27°36'03" West~record), a distance of 185.96 feet (185.96 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for the northeast corner of the parcel herein described;

THENCE, leaving the easterly right-of-way line of said West Drain, South 89°40'17" East (South 89°50'00" East~record), a distance of 381.05 feet (381.05 feet~record) to the ***POINT OF BEGINNING.***

Said parcel containing 10.6775 acres (465,112.5 square feet), more or less, and being subject to all easements, restrictions and covenants of record.

Aaron Alvarado, N. M. P. S. No. 21400
Date: February 26, 2024
05896-159 Parcel 3 Desc



BROCK & BUSTILLOS INC.
CIVIL ENGINEERS URBAN DESIGNERS LAND SURVEYORS

ROMAN BUSTILLOS, P.E.
President
SERGIO J. ADAME, P.E.
Vice President - Engineering
AARON ALVARADO, R.P.L.S.
Vice President – Surveying
HECTOR MARTINEZ, P.E.
Associate Partner

TBPE Reg. No. F-737
TBPLS Reg. No. 101314-00

METES AND BOUNDS DESCRIPTION

"Parcel 4"

A 9.4712 acres parcel situate 3 miles southeast of La Mesa, Doña Ana County, New Mexico as a portion of U.S.R.S. Tract 24-7B2, Section 1, Township 26 South, Range 2 East, New Mexico Principal Meridian (N.M.P.M.) and being more particularly described by metes and bounds as follows:

COMMENCING for reference at a 2 1/2-inch Iron Pipe found for the corner common to Sections 1, 12, Township 26 South, Range 2 East, N.M.P.M. and Sections 6, 7, Township 26 South, Range 3 East, N.M.P.M.; ***WHENCE***, a 4-inch Aluminum Cap found for the corner common to said Sections 1 and 6 bears, North 00°08'51" East, a distance of 4,891.07 feet; ***THENCE***, leaving the corner common to said Sections 1, 12, 6 and 7, North 56°01'26" West, a distance of 2,460.26 feet to a 1/2 inch rebar found on the westerly right-of-way line of the Greene Spur Drain (variable width) for the northeast corner and the ***POINT OF BEGINNING*** of the parcel herein described;

THENCE, following the westerly right-of-way of said Greene Spur Drain, South 32°18'02" West (South 32°06'46" West~record), a distance of 278.83 feet (278.83 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, continuing along the westerly right-of-way line of said Greene Spur Drain, South 22°38'02" West (South 22°26'46" West~record), a distance of 84.05 feet (84.05 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, continuing along the westerly right-of-way line of said Greene Spur Drain, South 12°58'02" West (South 12°46'46" West~record), a distance of 451.08 feet (451.08 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, continuing along the westerly right-of-way line of said Greene Spur Drain, South 07°15'02" West (South 07°03'46" West~record), a distance of 113.98 feet (113.98 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, continuing along the westerly right-of-way line of said Greene Spur Drain, South 01°33'02" West (South 01°21'46" West~record), a distance of 231.91 feet (231.98 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, continuing along the westerly right-of-way line of said Greene Spur Drain, South 12°26'58" East (South 12°38'14" East~record), a distance of 91.28 feet (91.28 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set on the easterly right-of-way line of the West Side Canal (variable width) for the most southerly corner of the parcel herein described;

THENCE, leaving the westerly right-of-way line of said Greene Spur Drain and following the easterly right-of-way line of said West Side Canal, North 25°52'30" West (North 26°03'46" West~record), a distance of 1,310.05 feet (1,306.79 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for the northwest corner of the parcel herein described;

THENCE, leaving the easterly right-of-way line of said West Side Canal, North 86°18'30" East (North 84°26'10" East~record), a distance of 103.72 feet (102.53 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, South 23°49'04" East (South 24°00'20" East~record), a distance of 10.77 feet (10.77 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, North 89°07'56" East (North 88°56'40" East~record), a distance of 747.50 feet (747.50 feet~record) to the ***POINT OF BEGINNING.***

Said parcel containing 9.4712 acres (412,565.8 square feet), more or less, and being subject to all easements, restrictions and covenants of record.

Aaron Alvarado, N. M. P. S. No. 21400
Date: February 26, 2024
05896-159 Parcel 4 Desc



BROCK & BUSTILLOS INC.
CIVIL ENGINEERS URBAN DESIGNERS LAND SURVEYORS

ROMAN BUSTILLOS, P.E.
President
SERGIO J. ADAME, P.E.
Vice President - Engineering
AARON ALVARADO, R.P.L.S.
Vice President – Surveying
HECTOR MARTINEZ, P.E.
Associate Partner

TBPE Reg. No. F-737
TBPLS Reg. No. 101314-00

METES AND BOUNDS DESCRIPTION
"Parcel 5"

A 10.2355 acres parcel situate 3 miles southeast of La Mesa, Dona Ana County, New Mexico as a portion of U.S.R.S Tract 24-7B2, Sections 1 and 12, Township 26 South, Range 2 East, New Mexico Principal Meridian (N.M.P.M.) and being more particularly described by metes and bounds as follows:

COMMENCING for reference at a 2-1/2 inch iron pipe found for the corner common to Sections 1, 12, Township 26 South, Range 2 East, N.M.P.M. and Sections 6, 7, Township 26 South, Range 3 East, N.M.P.M.; ***WHENCE***, a 4-inch aluminum cap found for the corner common to said Sections 1 and 6 bears, North 00°08'51" East, at a distance of 4,891.07 feet; ***THENCE***, following the boundary line common to said Sections 1 and 12, North 89°18'25" West, a distance of 1,828.36 feet to the ***POINT OF BEGINNING*** of the parcel herein described; ***WHENCE***, a 2 1/2-inch Iron Pipe found for the corner common to said Sections 1, 12, and Sections 2, 11, Township 26 South, Range 2 East, N.M.P.M. bears, North 89°18'25" West, a distance of 3,527.98 feet;

THENCE, leaving the boundary line common to said Sections 1 and 12, South 10°59'35" East (South 11°08'17" East~record), a distance of 578.47 feet to a 1/2-inch rebar with survey cap No. "NMPS 5939" found on the easterly right-of-way line of the West Side Canal (variable width) for the most southerly corner of the parcel herein described;

THENCE, following the easterly right-of-way line of said West Side Canal, North 40°48'31" West (North 40°58'14" West~record), a distance of 261.12 feet (261.12 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, continuing along the easterly right-of-way line of said West Side Canal, North 38°58'31" West (North 39°08'14" West~record), a distance of 82.10 feet (82.10 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, continuing along the easterly right-of-way line of said West Side Canal, North 39°08'31" West (North 39°18'14" West~record), a distance of 107.70 feet (107.70 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, continuing along the easterly right-of-way line of said West Side Canal, North 36°03'31" West (North 36°13'14" West~record), a distance of 57.30 feet (57.30 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, continuing along the easterly right-of-way line of said West Side Canal, North 32°58'31" West (North 33°08'14" West~record), a distance of 189.60 feet (189.60 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, continuing along the easterly right-of-way line of said West Side Canal, North 29°43'31" West (North 29°53'14" West~record), a distance of 50.80 feet (50.80 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, continuing along easterly right-of-way line of said West Side Canal, South 88°41'29" West (South 88°31'46" West~record), a distance of 81.16 feet (81.16 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for the beginning of a non-tangent curve to the right;

THENCE, continuing along the easterly right-of-way line of said West Side Canal along the arc of said non-tangent curve to the right having a radius of 2,809.79 feet (2,809.79 feet~record), a central angle of 0°54'31" (0°54'26"~record), an arc length of 44.55 feet (44.48 feet~record), and whose long chord bears North 28°04'40" West (North 28°16'22" West~record), a distance of 44.55 feet (44.48 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for the end of said non-tangent curve;

THENCE, continuing along the easterly right-of-way line of said Wes Side Canal, North 88°41'29" East (North 88°31'46" East~record), a distance of 93.98 feet (93.98 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set on the easterly right-of-way line of the Greene Spur Drain (variable width) for an angle point of the parcel herein described;

THENCE, following the easterly right-of-way line of said Greene Spur Drain, North 26°28'31" West (North 26°38'14" West~record), a distance of 164.90 feet (164.90 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, continuing along the easterly right-of-way line of said Greene Spur Drain, North 12°28'31" West (North 12°38'14" West~record), a distance of 50.00 feet (50.00 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, continuing along the easterly right-of-way line of said Greene Spur Drain, North 01°31'29" East (North 01°21'46" East~record), a distance of 218.10 feet (218.10 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, continuing along the easterly right-of-way line of said Greene Spur Drain, North 07°13'29" East (North 07°03'46" East~record), a distance of 106.00 feet (106.00 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, continuing along the easterly right-of-way line of said Greene Spur Drain, North 12°56'29" East (North 12°46'46" East~record), a distance of 433.70 feet (433.70 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, continuing along the easterly right-of-way line of said Greene Spur Drain, North 22°36'29" East (North 22°26'46" East~record), a distance of 82.80 feet (82.80 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, continuing along the easterly right-of-way line of said Greene Spur Drain, North 32°16'29" East (North 32°06'46" East~record), a distance of 77.91 feet (77.91 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, continuing along the easterly right-of-way line of said Greene Spur Drain, North 61°18'55" East (North 61°09'12" East~record), a distance of 84.14 feet (84.15 feet~record) to a 1/2 inch rebar with survey cap No. "NMPS 5939" found for the northeast corner of the parcel herein described;

THENCE, leaving the easterly right-of-way line of said Greene Spur Drain, South 08°10'06" East (South 08°20'18" East~record), a distance of 1,202.48 feet (1,202.40 feet~record) to a Car Axel in concrete footing found for an angle point of the parcel herein described;

THENCE, South 10°59'35" East (South 11°08'17" East~record), a distance of 0.96 feet to the ***POINT OF BEGINNING.***

Said parcel containing 10.2355 acres (445,857.7 square feet), more or less, and being subject to all easements, restrictions and covenants of record.

Aaron Alvarado, N. M. P. S. No. 21400
Date: February 26, 2024
05896-159 Parcel 5 Desc

AARON ALVARADO
NEW MEXICO
21400
PROFESSIONAL SURVEYOR

BROCK & BUSTILLOS INC.
CIVIL ENGINEERS URBAN DESIGNERS LAND SURVEYORS

ROMAN BUSTILLOS, P.E.
President
SERGIO J. ADAME, P.E.
Vice President - Engineering
AARON ALVARADO, R.P.L.S.
Vice President – Surveying
HECTOR MARTINEZ, P.E.
Associate Partner

TBPE Reg. No. F-737
TBPLS Reg. No. 101314-00

METES AND BOUNDS DESCRIPTION

"Parcel 6"

A 214.5845 acres parcel situate 3 miles southeast of La Mesa, Dona Ana County, New Mexico as a portion of U.S.R.S Tracts 24-7A, 24-7B3, 24-7B4, and 24-7C1, Sections 1 and 12, Township 26 South, Range 2 East, New Mexico Principal Meridian (N.M.P.M.) and being more particularly described by metes and bounds as follows:

COMMENCING for reference at a 2 1/2-inch Iron Pipe found for the corner common to Sections 1, 12, Township 26 South, Range 2 East, N.M.P.M., and Sections 6, 7, Township 26 South, Range 3 East, N.M.P.M.; ***WHENCE***, a 4-inch Aluminum Cap found for the corner common to said Sections 1 and 6 bears, North 00°08'51" East, at a distance of 4,891.07 feet; ***THENCE***, following the boundary line common to said Sections 1 and 12, North 89°18'25" West, a distance of 4,016.05 feet to a 1/2-inch rebar with survey cap No. "NM 21400" set for the ***POINT OF BEGINNING*** of the parcel herein described;

THENCE, leaving the boundary line common to said Sections 1 and 12, North 00°28'58" West (North 00°32'13" West~record), a distance of 1,310.55 feet (1,311.46 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, North 89°56'40" East (North 89°42'00" East~record), a distance of 577.11 feet (577.11 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set on the westerly right-of-way line of the West Drain (variable width) for an angle point of the parcel herein described;

THENCE, following the westerly right-of-way line of said West Drain, South 29°02'00" East (South 29°08'59" East~record), a distance of 1,497.04 feet (1,497.04 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, leaving the westerly right-of-way line of said West Drain, North 89°17'56" East (North 89°10'57" East~record), a distance of 128.83 feet (125.00 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set on the easterly right-of-way line of said West Drain for an angle point of the parcel herein described;

THENCE, following the easterly right-of-way line of said West Drain, North 28°57'03" West (North 29°09'03" West~record), a distance of 427.10 feet (423.90 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, continuing along the easterly right-of-way line of said West Drain, North 05°43'57" East (North 05°31'57" East~record), a distance of 218.50 feet (218.50 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, continuing along the easterly right-of-way line of said West Drain, North 02°49'03" West (North 03°01'03" West~record), a distance of 94.50 feet (94.50 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, continuing along the easterly right-of-way line of said West Drain, North 11°26'03" West (North 11°38'03" East~record), a distance of 304.80 feet (304.80 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set on the westerly right-of-way line of the West Side Canal (variable width) for an angle point of the parcel herein described;

THENCE, following the westerly right-of-way line of said West Side Canal, South 25°51'46" East (South 26°03'46" East~record), a distance of 1,018.21 feet (1,018.21 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for a point of curvature;

THENCE, continuing along the westerly right-of-way line of said West Side Canal, along the arc of said non-tangent curve to the left having a radius of 2,909.79 feet (2,909.79 feet~record), a central angle of 34°54'00" (34°54'00"~record), an arc length of 1,772.41 feet (1,772.41 feet~record), and whose long chord bears South 43°18'46" East (South 43°30'46" East~record), a distance of 1,745.14 feet (1,745.14 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for a point of tangency;

THENCE, continuing along the westerly right-of-way line of said West Side Canal, South 60°45'46" East (South 60°57'46" East~record), a distance of 324.24 feet (324.24 feet~record) to a 1/2 inch rebar with survey cap No. "NMPS 5939" found for the most easterly corner of the parcel herein described;

THENCE, leaving the westerly right-of-way line of said West Side Canal, South 87°42'01" West (South 87°30'01" West~record), a distance of 387.79 feet (387.79 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, South 00°05'25" West (South 00°03'23" East~record), a distance of 1,268.23 feet (1,268.23 feet~record) to a 1/2-inch rebar found for the southeast corner of the parcel herein described;

THENCE, North 89°48'53" West (North 89°57'41" West~record), a distance of 126.94 feet (125.81 feet~record) to a 1/2-inch rebar (bent) with survey cap No. "NMPS 5939" found on the easterly right-of-way line of said West Drain for an angle point of the parcel herein described;

THENCE, following the easterly right-of-way line of said West Drain, North 23°21'03" West (North 23°33'03" West~record), a distance of 1,420.86 feet (1,420.73 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, continuing along the easterly right-of-way line of said West Drain, North 89°25'57" East (North 89°13'57" East~record), a distance of 5.34 feet (5.34 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, continuing along the easterly right-of-way line of said West Drain, North 23°21'03" West (North 23°33'03" West~record), a distance of 1,261.80 feet (1,261.80 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, continuing along the easterly right-of-way line of said West Drain, North 28°57'03" West (North 29°09'03" West~record), a distance of 172.82 feet (176.00 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, leaving the easterly right-of-way line of said West Drain, South 89°17'56" West (South 89°10'57" West~record), a distance of 140.06 feet (136.28 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set on the westerly right-of-way line of said West Drain for an angle point of the parcel herein described;

THENCE, following the westerly right-of-way line of said West Drain, South 29°02'04" East (South 29°09'03" East~record), a distance of 234.86 feet (234.86 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, continuing along the westerly right-of-way line of said West Drain, South 23°26'04" East (South 23°33'03" East~record), a distance of 1,205.50 feet (1,205.50 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, continuing along the westerly right-of-way line of said West Drain, North 89°20'56" East (North 89°13'57" East~record), a distance of 5.39 feet (5.39 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, continuing along the westerly right-of-way line of said West Drain, South 23°26'04" East (South 23°33'03" East~record), a distance of 1,417.71 feet (1,418.91 feet~record) to a 1/2-inch rebar with survey cap No. "NMPS 5939" found for an angle point of the parcel herein described;

THENCE, leaving the westerly right-of-way line of said West Drain, North 89°48'53" West (North 89°57'41" West~record), a distance of 2,186.26 feet (2,186.21 feet~record) to a 1/2 inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, South 89°50'40" West (South 89°37'56" West~record), a distance of 262.53 feet (262.64 feet~record) to a 3-inch Iron Pipe found for an angle point of the parcel herein described;

THENCE, North 00°14'16" West (North 00°22'37" West~record), a distance of 1,265.71 feet (1,266.38 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, North 89°51'28" West (South 89°57'50" West~record), a distance of 1,340.39 feet (1,340.39 feet~record) to a 1/2-inch rebar with survey cap No. "NMPS 5939" found on boundary line common to said Section 12 and Section 11, Township 26 South, Range 2 East, N.M.P.M. for an angle point of the parcel herein described;

THENCE, following boundary line common to said Sections 11 and 12, North 00°14'54" West (North 00°25'15" West~record), a distance of 1,380.23 feet (1,380.06 feet~record) to a 2 1/2-inch iron pipe found for the corner common to said Sections 1, 11, 12 and Section 2, Township 26 South, Range 2 East, N.M.P.M. for an angle point of the parcel herein described;

THENCE, leaving boundary line common to said Sections 11, 12 and following the boundary line common to said Sections 1 and 12, South 89°18'25" East (South 89°29'07" East~record), a distance of 1,340.29 feet (1,340.29 feet~record) to the ***POINT OF BEGINNING.***

Said parcel containing 214.5845 acres (9,347,299.3 square feet), more or less, and being subject to all easements, restrictions and covenants of record.

Aaron Alvarado, N. M. P. S. No. 21400
Date: February 26, 2024
05896-159 Parcel 6 Desc



BROCK & BUSTILLOS INC.
CIVIL ENGINEERS URBAN DESIGNERS LAND SURVEYORS

ROMAN BUSTILLOS, P.E.
President
SERGIO J. ADAME, P.E.
Vice President - Engineering
AARON ALVARADO, R.P.L.S.
Vice President – Surveying
HECTOR MARTINEZ, P.E.
Associate Partner

TBPE Reg. No. F-737
TBPLS Reg. No. 101314-00

METES AND BOUNDS DESCRIPTION

"Parcel 7"

A 3.1216 acres parcel situate 3 miles southeast of La Mesa, Dona Ana County, New Mexico as a portion of U.S.R.S. Tract 22-59, Section 1, Township 26 South, Range 2 East, New Mexico Principal Meridian (N.M.P.M.) and being more particularly described by metes and bounds as follows:

COMMENCING for reference at a 4-inch Aluminum Cap found for the corner common to Section 1, Township 26 South, Range 2 East, N.M.P.M. and Section 6, Township 26 South, Range 3 East, N.M.P.M. and on the south boundary line of Section 31, Township 25 South, Range 3 East, N.M.P.M.; ***THENCE***, following the boundary line common to said Townships 25 and 26, North 89°44'05" West, a distance of 5,209.93 feet to a point; ***WHENCE***, a Railroad Spike found for the corner common to said Section 36 and Section 35, Township 25 South, Range 2 East, N.M.P.M. bears, North 89°44'05" West, a distance of 140.99 feet; ***THENCE***, leaving the boundary line common to said Townships 25 and 26, South 00°15'55" West, a distance of 28.32 feet to point on the south right-of-way line of Doña Ana County Road B-008 (A.K.A. Afton Road) and the easterly right-of-way line of the West Drain (variable width) for the northwesterly corner of Tract 22-45, Section 1, Township 26 South, Range 2 East, N.M.P.M.; ***WHENCE***, a 1/2 inch rebar with survey cap No. "RPLS 8081" found on the westerly right-of-way line of the West Side Canal (variable width) for the northeasterly corner of said Tract 22-45 bears, South 89°52'28" East, at a distance of 486.33 feet; ***THENCE***, leaving the south right-of-way line of said Doña Ana County Road B-008 and following the easterly right-of-way line of said West Drain, South 27°32'37" East, a distance of 2,476.39 feet to an angle point; ***THENCE***, continuing along the easterly right-of-way line of said West Drain, South 27°26'20" East (South 27°36'03" East~record), a distance of 185.96 feet (185.96 feet~record) to an angle point; ***THENCE***, continuing along the easterly right-of-way line of said West Drain, South 28°59'20" East (South 29°09'03" East~record), a distance of 1,330.42 feet (1,330.42 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for the northwest corner and the ***POINT OF BEGINNING*** of the parcel herein described;

THENCE, leaving the easterly right-of-way line of said West Drain, North 89°51'43" East (North 89°42'00" East~record), a distance of 238.37 feet (238.37 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set on the westerly right-of-way line of said West Side Canal for the northeast corner of the parcel herein described;

THENCE, following the westerly right-of-way line of said West Side Canal, South 25°58'20" East (South 26°08'03" East~record), a distance of 339.04 feet (339.04 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, continuing along the westerly right-of-way line of said West Side Canal, South 18°43'20" East (South 18°33'03" East~record), a distance of 61.00 feet (61.00 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, continuing along the westerly right-of-way line of said West Side Canal, South 11°28'20" East (South 11°38'03" East~record), a distance of 284.60 feet (284.60 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, continuing along the westerly right-of-way line of said West Side Canal, South 02°51'20" East (South 03°01'03" East~record), a distance of 72.10 feet (72.10 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, continuing along the westerly right-of-way line of said West Side Canal, South 05°41'40" West (South 05°31'57" West~record), a distance of 110.10 feet (110.10 feet~record) to a 1/2-inch rebar with

survey cap No. "NM 21400" set on the easterly right-of-way line of said West Drain, for the most southerly corner of the parcel herein described;

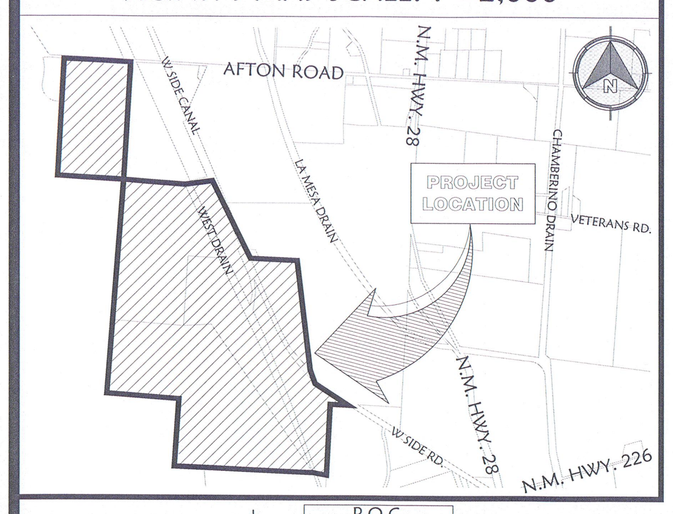
THENCE, leaving the westerly right-of-way line of said West Side Canal and following the easterly right-of-way line of said West Drain, North 28°59'20" West (North 29°09'03" West~record), a distance of 940.28 feet (940.28 feet~record) to the ***POINT OF BEGINNING.***

Said parcel containing 3.1216 acres (135,975.8 square feet), more or less, and being subject to all easements, restrictions and covenants of record.

Aaron Alvarado, N. M. P. S. No. 21400
Date: February 26, 2024
05896-159 Parcel 7 Desc



VICINITY MAP SCALE: 1"=2,000'



LEGEND

- PROJECT BOUNDARY
- SECTION LINE
- TRACT LINE
- BARB WIRE FENCE
- OVERHEAD ELECTRIC LINE
- WIRE FENCE
- GAS LINE
- PIPELINE
- TOP EDGE OF CANAL
- POWER POLE
- CALCULATED SECTION CORNER
- FOUND MONUMENT AS NOTED
- SET 1/2" REBAR WITH SURVEY CAP NO. "NM 21400" UNLESS OTHERWISE INDICATED
- SECTION NUMBER (12)
- DONA ANA COUNTY DEED RECORDS D.A.C.D.R.
- MEASURED BEARING AND DISTANCE (M)
- RECORD BEARING AND DISTANCE (R)
- EXISTING BUILDING

SCALE: 1" = 300'

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S89°29'51"E	48.37
L1(R)	S89°44'20"E	49.27
L2	S27°12'23"E	243.51
L2(R)	S27°36'03"E	243.51
L3	N37°26'20"W	185.96
L3(R)	N37°36'03"W	185.96
L4	S69°40'17"E	381.05
L4(R)	S69°50'00"E	381.05
L5	N00°11'57"E	45.47
L5(R)	N00°02'14"E	45.46
L6	N89°28'49"W	76.54
L6(R)	N89°42'03"W	78.67
L7	S25°56'20"E	111.16
L7(R)	S26°06'03"E	111.16
L8	S69°51'43"W	238.37
L8(R)	S69°42'00"W	238.37
L9	N40°48'31"W	261.12
L9(R)	N40°36'14"W	261.12
L10	N38°58'31"W	52.10
L10(R)	N39°08'14"W	52.10
L11	N39°08'31"W	107.70
L11(R)	N39°18'14"W	107.70
L12	N36°03'31"W	57.30
L12(R)	N36°13'14"W	57.30
L13	N32°58'31"W	169.60
L13(R)	N33°08'14"W	169.60
L14	N29°43'31"W	50.80
L14(R)	N29°53'14"W	50.80
L15	N26°28'31"W	164.90
L15(R)	N26°38'14"W	164.90
L16	N12°28'31"W	50.00
L16(R)	N12°38'14"W	50.00
L17	N01°31'29"E	218.10
L17(R)	N01°21'46"E	218.10
L18	N07°11'29"E	100.00
L18(R)	N07°03'46"E	100.00
L19	N12°52'29"E	433.70
L19(R)	N12°42'46"E	433.70
L20	N22°36'29"E	82.80
L20(R)	N22°26'46"E	82.80

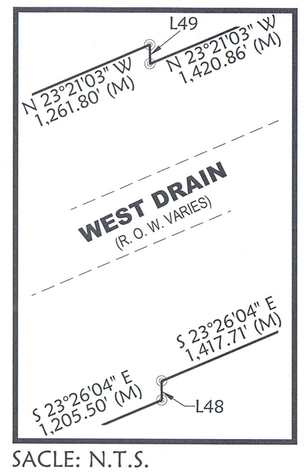
LINE TABLE		
LINE #	BEARING	DISTANCE
L21	N32°16'29"E	77.91
L21(R)	N32°06'46"E	77.91
L22	N61°16'59"E	84.16
L22(R)	N61°09'12"E	84.15
L23	N89°51'43"E	238.37
L23(R)	N89°42'00"E	238.37
L24	S25°58'20"E	339.04
L24(R)	S26°08'03"E	339.04
L25	S16°43'20"E	61.00
L25(R)	S16°33'03"E	61.00
L26	S11°26'20"E	264.60
L26(R)	S11°36'03"E	264.60
L27	S02°51'20"E	72.10
L27(R)	S03°01'03"E	72.10
L28	S05°41'40"W	110.10
L28(R)	S05°31'57"W	110.10
L29	S68°41'29"W	81.16
L29(R)	S68°31'46"W	81.16
L30	N58°41'29"E	93.86
L30(R)	N58°31'46"E	93.86
L31	N59°17'56"E	126.63
L32(R)	N59°17'57"E	126.00
L33	N28°57'03"W	427.10
L33(R)	N29°09'03"W	423.80
L34	N05°43'37"E	216.50
L34(R)	N09°31'57"E	216.50
L35	N01°49'03"W	84.50
L35(R)	N03°01'03"W	84.50

LINE TABLE		
LINE #	BEARING	DISTANCE
L36	N11°26'03"W	304.60
L36(R)	N11°36'03"W	304.60
L37	N58°46'53"W	126.84
L37(R)	N58°57'41"W	125.81
L38	N28°57'03"W	172.62
L38(R)	N29°09'03"W	176.00
L39	S69°17'56"W	140.06
L39(R)	S69°11'09"W	136.25
L40	S29°02'04"E	234.85
L40(R)	S29°09'03"E	234.85
L41	S69°50'40"W	262.53
L41(R)	S69°37'56"W	262.64
L42	S32°16'02"W	276.63
L42(R)	S32°06'46"W	276.63
L43	S23°36'02"W	84.05
L43(R)	S23°26'46"W	84.05
L44	S12°59'02"W	451.05
L44(R)	S12°46'46"W	451.05
L45	S07°11'29"W	113.86
L45(R)	S07°03'46"W	113.86
L46	S01°33'02"W	231.91
L46(R)	S01°21'46"W	231.86
L47	S12°26'58"E	91.26
L47(R)	S12°38'14"E	91.26
L48	N89°29'58"E	5.39
L48(R)	N89°13'57"E	5.39

LINE TABLE		
LINE #	BEARING	DISTANCE
L49	N23°21'03"W	1,261.80' (M)
L50	N86°18'39"E	103.72' (M)
L50		102.33' (R)
L51	S00°45'00"W	2,186.65' (M)
L51		2,186.26' (R)
L52	S89°45'46"E	2,192.30' (R)

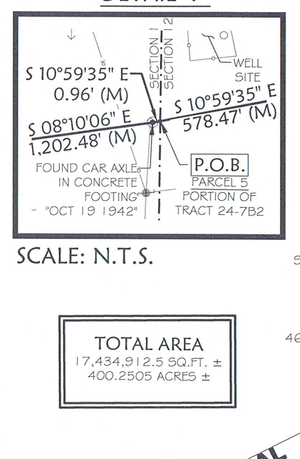
CURVE TABLE					
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	2909.79	34°54'00"	1772.41	S43°18'42"E	1745.14
C1(R)	2909.79	34°54'00"	1772.41	S43°30'45"E	1745.14
C2	2909.79	0°54'31"	44.55	N26°04'40"W	44.55
C2(R)	2909.79	0°54'26"	44.46	N26°16'22"W	44.46

DETAIL "A"



SACLE: N.T.S.

DETAIL "F"



SCALE: N.T.S.

TOTAL AREA
17,434,912.5 SQ.FT. ±
400.2505 ACRES ±

P.O.C. PARCELS 1, 2, 3, 7
FOUND 4" ALUMINUM CAP FOR THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 26 SOUTH, RANGE 2 EAST, N.M.P.M.
FOUND 5/8" REBAR (N 32°39'39" E ~ 5.0', REJECTED)
RANGE 3 EAST
RANGE 2 EAST

FOUND 4" ALUMINUM CAP FOR THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 26 SOUTH, RANGE 2 EAST, N.M.P.M.
FOUND 5/8" REBAR (N 32°39'39" E ~ 5.0', REJECTED)
N 00°08'51" E 4,691.07' (M)
RANGE 3 EAST
RANGE 2 EAST

P.O.C. PARCELS 4, 5, 6
FOUND 2-1/2" IRON PIPE FOR THE SOUTHEAST CORNER OF SECTION 1,TOWNSHIP 26 SOUTH, RANGE 2 EAST, N.M.P.M.

SECTION 1
TOWNSHIP 26 SOUTH
RANGE 2 EAST
N.M.P.M.
PORTION OF TRACT 22-46, 22-55, & 22-57
MSPM ASSOCIATES LP.
INSTRUMENT NO. 0429452
D.A.C.D.R.
412,565.8 SQ.FT. OR 9.4712 ACRES

SECTION 12
TOWNSHIP 26 SOUTH
RANGE 2 EAST
N.M.P.M.

SECTION 2
TOWNSHIP 26 SOUTH
RANGE 2 EAST
N.M.P.M.
STATE OF NEW MEXICO

UNITED STATES OF AMERICA
SECTION 11
TOWNSHIP 26 SOUTH
RANGE 2 EAST
N.M.P.M.

PARCEL -1
CITY OF EL PASO
SECTION 2, TOWNSHIP 26 SOUTH, RANGE 2 EAST, N.M.P.M.
INSTRUMENT NO. 0124116
D.A.C.D.R.
2,890,572.9 SQ.FT. OR 66.3584 ACRES

PARCEL -2
CITY OF EL PASO
TRACT 24-7C1, SECTION 1, TOWNSHIP 26 SOUTH, RANGE 2 EAST, N.M.P.M.
INSTRUMENT NO. 0124116
D.A.C.D.R.
3,737,526.5 SQ.FT. OR 85.8018 ACRES

PARCEL -3
CITY OF EL PASO
PORTION OF TRACT 22-59, SECTION 1, TOWNSHIP 26 SOUTH, RANGE 2 EAST, N.M.P.M.
INSTRUMENT NO. 0124116
D.A.C.D.R.
465,112.5 SQ.FT. OR 10.6775 ACRES

PARCEL -4
CITY OF EL PASO
PORTION OF TRACT 24-7B2, SECTION 1, TOWNSHIP 26 SOUTH, RANGE 2 EAST, N.M.P.M.
INSTRUMENT NO. 0124116
D.A.C.D.R.

PARCEL -5
445,857.7 SQ.FT. OR 10.2355 ACRES
CITY OF EL PASO
PORTION OF TRACT 24-7B2, SECTION 1, TOWNSHIP 26 SOUTH, RANGE 2 EAST, N.M.P.M.
INSTRUMENT NO. 0124116
D.A.C.D.R.

PARCEL -6
9,347,299.3 SQ.FT. OR 214.5645 ACRES
CITY OF EL PASO
PORTION OF TRACT 24-7A, 24-7B3, 24-7B4, AND 24-7C1
SECTION 12, TOWNSHIP 26 SOUTH, RANGE 2 EAST, N.M.P.M.
INSTRUMENT NO. 0124116
D.A.C.D.R.

PARCEL -7
135,975.8 SQ.FT. OR 3.1216 ACRES
CITY OF EL PASO
PORTION OF TRACT 22-59, SECTION 1, TOWNSHIP 26 SOUTH, RANGE 2 EAST, N.M.P.M.
INSTRUMENT NO. 0124116
D.A.C.D.R.

PARCEL 6
CITY OF EL PASO
TRACT 24-7C1, SECTION 1, TOWNSHIP 26 SOUTH, RANGE 2 EAST, N.M.P.M.
INSTRUMENT NO. 0124116
D.A.C.D.R.

PARCEL 1
CITY OF EL PASO
TRACT 22-44, SECTION 2, TOWNSHIP 26 SOUTH, RANGE 2 EAST, N.M.P.M.
INSTRUMENT NO. 0124116
D.A.C.D.R.

TRACT 22-56
DELIA F. RANCICH
INSTRUMENT NO. 1626009
D.A.C.D.R.

PORTION OF TRACT 22-55, 22-56, 22-57, 24-6, & 24-7
PERELLI-MINETTI
INSTRUMENT NO. 1423402
D.A.C.D.R.

PORTION OF TRACT 22-45B1B
OSCAR & LUZ TALAMANTES
INSTRUMENT NO. 1209384
D.A.C.D.R.

PORTION OF TRACT 22-45
NELSON F. & CAROLYN A. CLAYSHULTE
INSTRUMENT NO. 1209384
D.A.C.D.R.

PORTION OF TRACT 17B
NELSON F. & CAROLYN A. CLAYSHULTE
INSTRUMENT NO. 1022324
D.A.C.D.R.

PORTION OF TRACT 11-A1, TRUJILLO ENTERPRISE LTD.
INSTRUMENT NO. 932467
D.A.C.D.R.

PORTION OF TRACT 12, TRUJILLO ENTERPRISE LTD.
INSTRUMENT NO. 932984
D.A.C.D.R.

P.O.B. PARCEL 1
SEE DETAIL "B"
FOUND RAILROAD SPIKE
FOUND 1 3/4" IRON PIPE
ACCESS EASEMENT INSTRUMENT NO. 1128017 D.A.C.D.R.

P.O.B. PARCEL 2
FOUND 60D NAIL W/SHINER FOR THE NORTHWEST CORNER OF TRACT 24-7C1 (S 00°53'59" W ~ 4.42)

P.O.B. PARCEL 3

P.O.B. PARCEL 4
FOUND 1/2" REBAR

P.O.B. PARCEL 5
FOUND CAR AXLE IN CONCRETE FOOTING "OCT 19 1942"
SEE DETAIL "F"

P.O.B. PARCEL 6

P.O.B. PARCEL 7

FOUND 4" ALUMINUM CAP FOR THE CORNER COMMON TO SECTIONS 34 AND 35, TOWNSHIP 25 SOUTH, RANGE 2 EAST, N.M.P.M.

FOUND 2-1/2" IRON PIPE FOR THE CORNER COMMON TO SECTIONS 1, 2, 11 AND 12, TOWNSHIP 26 SOUTH, RANGE 2 EAST, N.M.P.M.

FOUND 1/2" REBAR W/SURVEY CAP "NMPS 5939"

FOUND 1/2" REBAR (BENT) W/SURVEY CAP "NMPS 5939"

FOUND 3" IRON PIPE

FOUND 1/2" REBAR W SURVEY CAP "MOY"

FOUND 1/2" REBAR W/SURVEY CAP "RPLS 8081"

FOUND 1/2" REBAR

FOUND 1/2" REBAR IN CONCRETE BASE (N 1.4° 52' 32" W ~ 5.10') (REJECTED)

GREENE SPUR DRAIN

WEST SIDE CANAL (R. O. W. VARIES)

WEST DRAIN (R. O. W. VARIES)

DONA ANA COUNTY ROAD B-008 (A.K.A. AFTON ROAD)

LA UNION CANAL (R. O. W. VARIES)

40' SOUTHERN PACIFIC PIPELINES INC. R.O.W. AND EASEMENT BOOK 62, PAGES 496-497 (APPROXIMATE LOCATION) D.A.C.D.R.

60' EL PASO NATURAL GAS COMPANY R.O.W. AND EASEMENT (APPROXIMATE LOCATION) BOOK 84, PAGES 133-137 D.A.C.D.R.

10' EL PASO ELECTRIC COMPANY EASEMENT INSTRUMENT NO. 0927659 D.A.C.D.R.

10' EL PASO ELECTRIC COMPANY AND MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY BOOK 250, PAGES 168-169, D.A.C.D.R.

CONCRETE IRRIGATION DITCH

BARN

MOBILE HOME

GAS STATION

EXISTING DWELLING

METAL BUILDING
EXISTING DWELLING

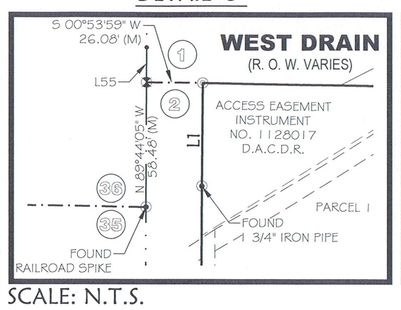
PUMP STATION

CANOPY

LIVESTOCK CORRAL

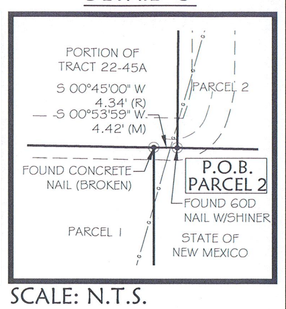
UNITED STATES OF AMERICA

DETAIL "B"



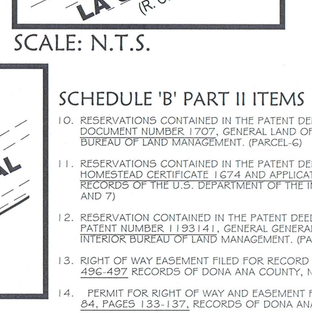
SCALE: N.T.S.

DETAIL "C"



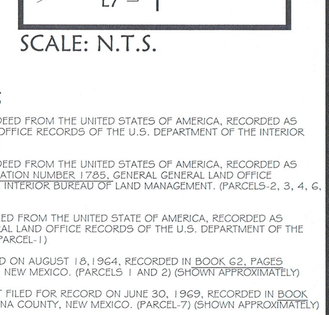
SCALE: N.T.S.

DETAIL "D"



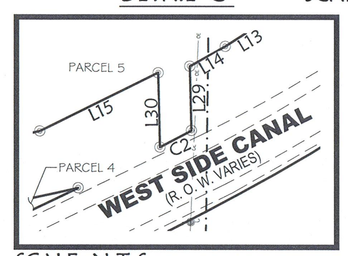
SCALE: N.T.S.

DETAIL "E"



SCALE: N.T.S.

DETAIL "G"



SCALE: N.T.S.

SCHEDULE 'B' PART II ITEMS

10. RESERVATIONS CONTAINED IN THE PATENT DEED FROM THE UNITED STATES OF AMERICA, RECORDED AS DOCUMENT NUMBER 1707, GENERAL LAND OFFICE RECORDS OF THE U.S. DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT. (PARCEL-6)
11. RESERVATIONS CONTAINED IN THE PATENT DEED FROM THE UNITED STATES OF AMERICA, RECORDED AS HOMESTEAD CERTIFICATE 1674 AND APPLICATION NUMBER 1785, GENERAL GENERAL LAND OFFICE RECORDS OF THE U.S. DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT. (PARCELS-2, 3, 4, 6, AND 7)
12. RESERVATION CONTAINED IN THE PATENT DEED FROM THE UNITED STATE OF AMERICA, RECORDED AS PATENT NUMBER 1193141, GENERAL GENERAL LAND OFFICE RECORDS OF THE U.S. DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT. (PARCEL-1)
13. RIGHT OF WAY EASEMENT FILED FOR RECORD ON AUGUST 18, 1964, RECORDED IN BOOK 62, PAGES 496-497 RECORDS OF DONA ANA COUNTY, NEW MEXICO. (PARCELS 1 AND 2) (SHOWN APPROXIMATELY)
14. PERMIT FOR RIGHT OF WAY AND EASEMENT FILED FOR RECORD ON JUNE 30, 1969, RECORDED IN BOOK 64, PAGES 133-137, RECORDS OF DONA ANA COUNTY, NEW MEXICO. (PARCEL-7) (SHOWN APPROXIMATELY)
15. EASEMENT TO EL PASO ELECTRIC COMPANY AND MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY FILED OF RECORD ON JANUARY 30, 1973, RECORDED IN BOOK 1.00, PAGE 397, RECORDS OF DONA ANA COUNTY, NEW MEXICO. (PARCEL-1) (BLANKET IN NATURE)
16. EASEMENT TO EL PASO ELECTRIC COMPANY AND MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY, FILED OF RECORD ON APRIL 27, 1962, RECORDED IN BOOK 52, PAGE(S) 411, RECORDS OF DONA ANA COUNTY, NEW MEXICO. (DOES NOT AFFECT SURVEYED PARCELS)
17. RIGHT OF WAY GRANT FILED FOR RECORD ON OCTOBER 18, 1985, RECORDED IN BOOK 198, PAGES 623-624, RECORDS OF DONA ANA COUNTY, NEW MEXICO. (PARCELS 1, 2, 3, 4, 5, & 6 AND 7) (BLANKET IN NATURE)
18. EASEMENT TO EL PASO ELECTRIC COMPANY AND MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY, FILED OF RECORD ON MARCH 29, 1990, RECORDED IN BOOK 250, PAGE(S) 168-169, RECORDS OF DONA ANA COUNTY, NEW MEXICO. (PARCELS 1, 2, AND 6) (PLOTTED AND SHOWN)
19. EASEMENT TO EL PASO ELECTRIC COMPANY, FILED OF RECORD ON OCTOBER 6, 2009, RECORDED AS INSTRUMENT NUMBER 0927659, RECORDS OF DONA ANA COUNTY, NEW MEXICO. (PARCEL-1) (PLOTTED AND SHOWN)
20. ACCESS EASEMENT FILED FOR RECORD ON DECEMBER 7, 2011, RECORDED AS INSTRUMENT NUMBER 112817, RECORDS OF DONA ANA COUNTY, NEW MEXICO. (PARCEL-1) (PLOTTED AND SHOWN)

SUPPLEMENTAL NOTES

1. BASIS OF BEARING IS THE NEW MEXICO STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, No. 3002, NORTH AMERICAN DATUM OF 1983 (N.A.D. 83), DETERMINED VIA THE EL PASO COUNTY VIRTUAL REFERENCE STATION (V.R.S.) NETWORK.
2. SUBJECT PROPERTY IS LOCATED IN ZONE "X" (AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD) AND FLOOD ZONE "A" (NO BASE FLOOD ELEVATIONS DETERMINED) AS DETAILED ON THE DONA ANA COUNTY, NEW MEXICO NO INCORPORATED AREAS FLOOD INSURANCE RATE MAP PANEL NO. 350136 0250G, MAP REVISED JULY 06, 2016.

REFERENCE DOCUMENTS

1. TITLE COMMITMENT ISSUED BY STEWART TITLE GUARANTY COMPANY, FILE No. 2126451, COMMITMENT DATE: SEPTEMBER 29,2023 WAS USED FOR THIS SURVEY.
2. PLAT OF SURVEY FOR PARCELS 1-7 DONE BY MOY SURVEYING INC., JOB NO. 00-1735, DATED JANUARY 24, 2001.
3. ELEPHANT BUTTE IRRIGATION DISTRICT RIGHT-OF-WAY MAPS FOR THE WEST DRAIN, WEST SIDE CANAL AND GREENE SPUR DRAIN.

CERTIFICATION

TO EL PASO WATER UTILITIES PUBLIC SERVICE BOARD AND STEWART TITLE GUARANTY COMPANY;
I HEREBY CERTIFY THAT THIS SURVEY PLAT AND THE ACTUAL SURVEY ON THE GROUND UPON WHICH IT IS BASED WERE PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION; THAT I AM RESPONSIBLE FOR THIS SURVEY; THAT THIS SURVEY MEETS THE MINIMUM STANDARDS FOR SURVEYING IN THE STATE OF NEW MEXICO; AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

02/26/24

AARON ALVARADO, N.M.P.S. NO. 21400

AARON ALVARADO NEW MEXICO 21400 PROFESSIONAL SURVEYOR

DRAWN BY: A.M.	BOUNDARY SURVEY (400.2505 ± ACRES)
APPROVED BY: A.A.	TRACT 22-44, SECTION 2 & PORTION OF TRACTS 24-7C1, 22-59, 24-7B2 24-7A, 24-7B3, 24-7B4, 24-7C1, SECTIONS 1, 2, & 12, TOWNSHIP 26 SOUTH, RANGE 3 EAST, NEW MEXICO PRINCIPAL MERIDIAN, NORTH OF CHAMBERION, DONA ANA COUNTY, NEW MEXICO
SCALE: 1"=300'	
DATE: 11-09-2023	
JOB NO. 05696-159	

REVISION:	DATE:	SHEET
		1 OF 1

BROCK & BUSTILLOS INC.
CONSULTING CIVIL ENGINEERS
LAND SURVEYORS
TBPE REG. NO. F-737
TBPLS REG. NO. 101314-00

417 EXECUTIVE CENTER
EL PASO, TEXAS 79902
www.brockbustillos.com
PH (915) 542-4900
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Feb 26, 2024 - 4:38pm anamedoza
S:\Projects\05696 - EL PASO WATER - PSB SURVEYING\159- DEERMAN FARM\05696-159-C3D\05696-159-DEERMAN FARM BOUNDARY SURVEY.dwg

SPECIAL WARRANTY DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Effective Date: _____, 2025

Grantor: **THE EL PASO WATER UTILITIES – PUBLIC SERVICE BOARD, a component unit of the CITY OF EL PASO, a Texas municipal corporation**
1154 Hawkins Blvd.
El Paso, Texas 79925

Grantee: **Koeada Farms, a New Mexico limited liability company**
PO Box 460
Mesilla Park, NM 88407

Koeada Farms, a New Mexico limited liability company
PO Box 156
Hatch, NM 87937

Consideration: TEN AND NO/100THS DOLLARS ($10.00), and other good and valuable consideration to the undersigned paid by Grantee, the receipt of which is hereby acknowledged.

Property (including any improvements):

That certain land located in Dona Ana County, New Mexico, as more particularly described by metes and bounds in **Exhibit A-1**, attached hereto and incorporated herein by reference, together with all improvements located on such land.

Exceptions to Conveyance and Warranty:

A. Reservations as contained in Patent from the United States of America recorded in Book 10. 35, Page(s) 252, of Deed Records.
B. Elephant Butte Irrigation District taxes for 2025 and 2026 operation and maintenance, and thereafter, a lien not yet due or payable.
C. Easement in favor of El Paso Electric Company and The Mountain States Telephone and Telegraph Company, affecting a portion of said land, recorded September 2, 1975 in book 111, page(s) 512-513 of the miscellaneous Records and shown on the plat of survey By Seco Engineering Co, dated October 12, 2000.
D. Easement in favor of El Paso Electric Company and The Mountain States Telephone and Telegraph Company, affecting a portion of said land, recorded May 26, 1976 in book 115, page(s) 161-162 of the miscellaneous Records and shown on the plat of survey By Seco Engineering Co, dated October 12, 2000.
E. Easement in favor of El Paso Electric Company and The Mountain States Telephone and Telegraph Company, affecting a portion of said land, recorded May 2, 1979 in book 134, page(s) 178-179 of the miscellaneous Records and shown on the plat of survey By Seco Engineering Co, dated October 12, 2000.

F. Easement in favor of El Paso Electric Company and The Mountain States Telephone 15. and Telegraph Company, affecting a portion of said land, recorded January 4, 1980 in book 139, page(s) 652-654 of the miscellaneous Records and shown on the plat of survey By Seco Engineering Co, dated October 12, 2000.
G. Easements in favor of El Paso Electric Company and The Mountain States Telephone and Telegraph Company, affecting a portion of said land, recorded May 7, 1980 in book 142, page(s) 977-978 of the miscellaneous Records and shown on the plat of survey By Seco Engineering Co, dated October 12, 2000.
H. Easements in favor of El Paso Electric Company and The Mountain States Telephone and Telegraph Company, affecting a portion of said land, recorded December 20, 1983 in book 177, page(s) 553-554 of the miscellaneous Records and shown on the plat of survey By Seco Engineering Co, dated October 12, 2000.
I. Easements in favor of El Paso Electric Company and The Mountain States Telephone and Telegraph Company, affecting a portion of said land, recorded November 20, 1986 in book 211, page 655 of the miscellaneous Records and shown on the plat of survey By Seco Engineering Co, dated October 12, 2000.
J. Easements in favor of El Paso Electric Company and The Mountain States Telephone and Telegraph Company, affecting a portion of said land, recorded May 21, 1996 in book 51, page(s) 938-939 of the miscellaneous Records and shown on the plat of survey By Seco Engineering Co, dated October 12, 2000.
K. Grant of Drainage Easement in favor of Scott Winton, recorded October 30, 2009, as Instrument No. 0930007, of Dona Ana County Clerk Records.
L. That portion of the 100 foot Crawford Spur Drain as shown on the plat of survey by Seco Engineering Co., dated October 12, 2000.
M. 50 foot wide Crawford Lateral which transects said landfrom North to South as shown on play of survey by Seco Engeering Co, dated October 12, 2000.
N. 23. 8 foot concrete irrigation ditch adjacent to the 100 foot Crawford Spur Drain as shown on the plat of
O. survey by Seco Engineering Co., dated October 12, 2000.
P. 8 foot concrete irrigation ditch (abandoned) adjacent to the Westerly side of Crawford Lateral as shown on the plat of survey by Seco Engeering Co, dated October 12, 2000.
Q. 8 foot concrete irragation ditch adjacent to the Easterly side of Crawford Lateral as shown on the plat of survey by Seco Engeering Co, dated October 12, 2000.
R. 10 foot wide graded dirt road adjacent to the Easterly side of Crawford Lateralas shown shown on the plat of survey by Seco Engeering Co, dated October 12, 2000.
S. Crawford Lateral affecting the Southerly 50 feet of Parcel 3 shown on the plat of survey by Seco Engeering Co, dated October 12, 2000.
T. 8 foot concrete irrigation ditch along the northerly property line of parcel 1 as shown on the plat of survey by Seco Engeering Co, dated October 12, 2000
U. Rights of parties under any unrecorded rental or lease agreements.

GRANTOR AND GRANTEE AGREE THAT GRANTEE IS ACCEPTING THE PROPERTY FROM GRANTOR IN ITS "AS IS, WHERE IS, AND WITH ALL FAULTS" CONDITION AND THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES, EXCEPT THE SPECIAL WARRANTY OF TITLE CONTAINED IN THIS DEED. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION OF THE PROPERTY.

Grantor, subject to Exceptions to Conveyance and Warranty set forth above, grants, sells and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold the Property unto Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the Property unto Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through or under Grantor, but not otherwise, except as to the Exceptions to Conveyance and Warranty set forth above.

When the context requires, singular nouns and pronouns include the plural.

[Signatures on the following page]

EXECUTED to be effective as of the date first stated above.

GRANTOR:

THE CITY OF EL PASO,
a Texas municipal corporation

By: EXHIBIT ONLY
Name: Dionne Mack
Title: City Manager

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on the _____ day of _____, 2025, by Dionne Mack, City Manager of the City of El Paso.

EXHIBIT ONLY
NOTARY PUBLIC, State of Texas

BROCK & BUSTILLOS INC.
CIVIL ENGINEERS URBAN DESIGNERS LAND SURVEYORS

ROMAN BUSTILLOS, P.E.
President
SERGIO J. ADAME, P.E.
Vice President - Engineering
AARON ALVARADO, R.P.L.S.
Vice President – Surveying
HECTOR MARTINEZ, P.E.
Associate Partner

TBPE Reg. No. F-737
TBPLS Reg. No. 101314-00

METES AND BOUNDS DESCRIPTION
"Parcel 1"

A 66.3584 acres parcel situate 3 miles southeast of La Mesa, Doña Ana County, New Mexico as a portion of U.S.R.S. Tract 22-44, Section 2, Township 26 South, Range 2 East, New Mexico Principal Meridian (N.M.P.M.) and being more particularly described by metes and bounds as follows:

COMMENCING for reference at a 4-inch Aluminum Cap found for the corner common to Section 1, Township 26 South, Range 2 East, N.M.P.M. and Section 6, Township 26 South, Range 3 East, N.M.P.M. and on the south boundary line of Section 31, Township 25 South, Range 3 East, N.M.P.M.; ***THENCE***, following the boundary line common to said Townships 25 and 26, North 89°44'05" West, a distance of 5,292.44 feet to the calculated corner common to said Section 1 and Section 2, Township 26 South, Range 2 East, N.M.P.M.; ***WHENCE***, a Railroad Spike found for the corner common to said Section 36 and Section 35, Township 25 South, Range 2 East, N.M.P.M. bears, North 89°44'05" West, a distance of 58.48 feet; ***THENCE***, leaving the boundary line common to said Townships 25 and 26 and following the boundary line common to said Sections 1 and 2, South 00°53'59" West (South 00°45'00" West~record), a distance of 26.08 feet (25.01 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set on the south right-of-way line of Doña Ana County Road B-008 (A.K.A. Afton Road) for the northeast corner and the ***POINT OF BEGINNING*** of the parcel herein described;

THENCE, leaving the south right-of-way line of said Doña Ana County Road B-008 and continuing along the boundary line common to said Sections 1 and 2, South 00°53'59" West (South 00°45'00" West~record), a distance of 2,186.65 feet (2,186.65 feet~record) to a Concrete Nail (broken) found for the southeast corner of the parcel herein described; ***WHENCE***, a 2 1/2-inch Iron Pipe found for the corner common to said Sections 1, 2 and Sections 11, 12, Township 26 South, Range 2 East, N.M.P.M. bears, South 00°53'59" West (South 00°45'00" West~record), a distance of 2,638.64 feet (2,633.68~record);

THENCE, leaving the boundary line common to said Sections 1 and 2, North 89°59'55" West (South 89°49'41" West~record), a distance of 1,320.08 feet (1,320.12 feet~record) to a 1/2-inch rebar with survey cap "NMPS 5939" found for the southwest corner of the parcel herein described;

THENCE, North 00°53'15" East (North 00°42'51" East~record), a distance of 2,192.30 feet (2,192.30 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set on the south right-of-way line of said Doña Ana County Road B-008 for northwest corner of the parcel herein described;

THENCE, following the on the south right-of-way line of said Doña Ana County Road B-008, South 89°45'46" East (South 89°56'00" East~record), a distance of 1,272.09 feet (1,272.14 feet~record) to a 1 3/4-inch Iron Pipe found for an angle point of the parcel herein described;

THENCE, continuing along the south right-of-way line of said Doña Ana County Road B-008, South 89°29'51" East (South 89°44'20" East~record), a distance of 48.37 feet (49.27 feet~record) to the ***POINT OF BEGINNING.***

Said parcel containing 66.3584 acres (2,890,572.9 square feet), more or less and being subject to all easements, restrictions and covenants of record.

Aaron Alvarado, N. M. P. S. No. 21400
Date: February 26, 2024
05896-159 Parcel 1 Desc

AARON ALVARADO
NEW MEXICO
21400
PROFESSIONAL SURVEYOR

BROCK & BUSTILLOS INC.
CIVIL ENGINEERS URBAN DESIGNERS LAND SURVEYORS

ROMAN BUSTILLOS, P.E.
President
SERGIO J. ADAME, P.E.
Vice President - Engineering
AARON ALVARADO, R.P.L.S.
Vice President – Surveying
HECTOR MARTINEZ, P.E.
Associate Partner

TBPE Reg. No. F-737
TBPLS Reg. No. 101314-00

METES AND BOUNDS DESCRIPTION
"Parcel 2"

A 85.8018 acres parcel situate 3 miles southeast of La Mesa, Doña Ana County, New Mexico as a portion of U.S.R.S. Tract 24-7C1, Section 1, Township 26 South, Range 2 East, New Mexico Principal Meridian (N.M.P.M.) and being more particularly described by metes and bounds as follows:

COMMENCING for reference at a 4-inch Aluminum Cap found for the corner common to Section 1, Township 26 South, Range 2 East, N.M.P.M. and Section 6, Township 26 South, Range 3 East, N.M.P.M. and on the south boundary line of Section 31, Township 25 South, Range 3 East, N.M.P.M.; ***THENCE***, following the boundary line common to said Townships 25 and 26, North 89°44'05" West, a distance of 5,292.44 feet to the calculated corner common to said Section 1 and Section 2, Township 26 South, Range 2 East, N.M.P.M.; ***WHENCE***, a Railroad Spike found for the corner common to said Section 36 and Section 35, Township 25 South, Range 2 East, N.M.P.M. bears, North 89°44'05" West, a distance of 58.48 feet; ***THENCE***, leaving the boundary line common to said Townships 25 and 26 and following the boundary line common to said Sections 1 and 2, South 00°53'59" West (South 00°45'00" West~record), a distance of 2,217.15 feet (2,216.00 feet~record) to a 60D nail with shiner found for the northwest corner and the ***POINT OF BEGINNING*** of the parcel herein described;

THENCE, leaving the boundary line common to said Sections 1 and 2, South 89°30'20" East (South 89°45'00" East~record), a distance of 1,138.53 feet (1,138.53 feet~record) to a 1/2-inch rebar found on the westerly right-of-way line of the West Drain (variable width) for the northeast corner of the parcel herein described;

THENCE, following the westerly right-of-way line of said West Drain, South 27°21'23" East (South 27°36'03" East~record), a distance of 243.51 feet (243.51 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, continuing along the westerly right-of-way line of said West Drain, South 28°54'19" East (South 29°08'59" East~record), a distance of 1,271.32 feet (1,271.32 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, leaving the westerly right-of-way line of said West Drain, South 89°56'40" West (South 89°42'00" West~record), a distance of 577.11 feet (577.11 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, South 00°28'58" East (South 00°32'13" East~record), a distance of 1,310.55 feet (1,311.46 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set on the boundary line common to said Section 1 and Section 12, Township 26 South, Range 2 East, N.M.P.M. for the southeast corner of the parcel herein described;

THENCE, following the boundary line common to said Sections 1 and 12, North 89°18'25" West (North 89°29'07" West~record), a distance of 1,340.29 feet (1,340.29 feet~record) to a 2 1/2-inch Iron Pipe found for the corner common to said Sections 1, 2, 12, and Section 11, Township 26 South, Range 2 East, N.M.P.M. for the southwest corner of the parcel herein described;

THENCE, leaving the boundary line common to said Sections 1 and 12 and following the boundary line common to said Sections 1 and 2, North 00°53'59" East (North 00°45'00" East~record), a distance of 2,634.22 feet (2,633.68 feet~record) to the ***POINT OF BEGINNING.***

Said parcel containing 85.8018 acres (3,737,528.6 square feet), more or less, and being subject to all easements, restrictions and covenants of record.

Aaron Alvarado, N. M. P. S. No. 21400
Date: February 26, 2024
05896-159 Parcel 2 Desc

AARON ALVARADO
NEW MEXICO
21400
PROFESSIONAL SURVEYOR

BROCK & BUSTILLOS INC.
CIVIL ENGINEERS URBAN DESIGNERS LAND SURVEYORS

ROMAN BUSTILLOS, P.E.
President
SERGIO J. ADAME, P.E.
Vice President - Engineering
AARON ALVARADO, R.P.L.S.
Vice President – Surveying
HECTOR MARTINEZ, P.E.
Associate Partner

TBPE Reg. No. F-737
TBPLS Reg. No. 101314-00

METES AND BOUNDS DESCRIPTION
"Parcel 3"

A 10.6775 acres parcel situate 3 miles southeast of La Mesa, Dona Ana County, New Mexico as a portion of U.S.R.S. Tract 22-59, Section 1, Township 26 South, Range 2 East, New Mexico Principal Meridian (N.M.P.M.) and being more particularly described by metes and bounds as follows:

COMMENCING for reference at a 4-inch Aluminum Cap found for the corner common to Section 1, Township 26 South, Range 2 East, N.M.P.M. and Section 6, Township 26 South, Range 3 East, N.M.P.M. and on the south boundary line of Section 31, Township 25 South, Range 3 East, N.M.P.M.; ***THENCE***, following the boundary line common to said Townships 25 and 26, North 89°44'05" West, a distance of 4,723.60 feet to a point; ***WHENCE***, a Railroad Spike found for the corner common to said Section 36 and Section 35, Township 25 South, Range 2 East, N.M.P.M. bears, North 89°44'05" West, a distance of 627.32 feet; ***THENCE***, leaving the boundary line common to said Townships 25 and 26, South 00°15'55" West, a distance of 27.14 feet to a 1/2-inch rebar with survey cap "RPLS 8081" found on the south right-of-way line of Doña Ana County Road B-008 (A.K.A. Afton Road) and the westerly right-of-way line of the West Side Canal (variable width) for the northeast corner of U.S.R.S. Tract 22-45, Section 1, Township 26 South, Range 2 East, N.M.P.M.; ***THENCE***, leaving the south right-of-way line of said Doña Ana County Road B-008 and following the westerly right-of-way line of said West Side Canal, South 25°59'17" East, a distance of 2,444.16 feet; ***THENCE***, continuing along the westerly right-of-way line of said West Side Canal, North 89°40'17" West, a distance of 31.13 feet to a 1/2-inch rebar with survey cap No. "NM 21400" for the northeast corner and the ***POINT OF BEGINNING*** of the parcel herein described;

THENCE, continuing along the westerly right-of-way line of said West Side Canal, South 25°54'03" East (South 26°03'46" East~record), a distance of 759.12 feet (759.12 feet~record) to a 1/2-inch rebar found for an angle point of the parcel herein described;

THENCE, continuing along the westerly right-of-way line of said West Side Canal, North 00°11'57" East (North 00°02'14" East~record), a distance of 45.47 feet (45.46 feet~record) to a 1/2-inch rebar found for an angle point of the parcel herein described;

THENCE, continuing along the westerly right-of-way line of said West Side Canal, South 25°53'23" East (South 26°03'46" East~record), a distance of 755.05 feet (755.05 feet~record) to a 1/2-inch rebar with survey cap No. "NMPS 5939" found for the southeast corner of the parcel herein described;

THENCE, continuing along the westerly right-of-way line of said West Side Canal, North 89°29'43" West (North 89°42'03" West~record), a distance of 78.54 feet (78.67 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, continuing along the westerly right-of-way line of said West Side Canal, South 25°58'20" East (South 26°08'03" East~record), a distance of 11.16 feet (11.16 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, leaving the westerly right-of-way line of said West Side Canal, South 89°51'43" West (South 89°42'00" West~record), a distance of 238.37 feet (238.37 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set on the easterly right-of-way line of the West Drain (variable width) for the southwest corner of the parcel herein described;

THENCE, following the easterly right-of-way line of said West Drain, North 28°59'20" West (North 29°09'03" West~record), a distance of 1,330.42 feet (1,330.42 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, continuing along the easterly right-of-way line of said West Drain, North 27°26'20" West (North 27°36'03" West~record), a distance of 185.96 feet (185.96 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for the northeast corner of the parcel herein described;

THENCE, leaving the easterly right-of-way line of said West Drain, South 89°40'17" East (South 89°50'00" East~record), a distance of 381.05 feet (381.05 feet~record) to the ***POINT OF BEGINNING.***

Said parcel containing 10.6775 acres (465,112.5 square feet), more or less, and being subject to all easements, restrictions and covenants of record.

Aaron Alvarado, N. M. P. S. No. 21400
Date: February 26, 2024
05896-159 Parcel 3 Desc



BROCK & BUSTILLOS INC.
CIVIL ENGINEERS URBAN DESIGNERS LAND SURVEYORS

ROMAN BUSTILLOS, P.E.
President
SERGIO J. ADAME, P.E.
Vice President - Engineering
AARON ALVARADO, R.P.L.S.
Vice President – Surveying
HECTOR MARTINEZ, P.E.
Associate Partner

TBPE Reg. No. F-737
TBPLS Reg. No. 101314-00

METES AND BOUNDS DESCRIPTION

"Parcel 4"

A 9.4712 acres parcel situate 3 miles southeast of La Mesa, Doña Ana County, New Mexico as a portion of U.S.R.S. Tract 24-7B2, Section 1, Township 26 South, Range 2 East, New Mexico Principal Meridian (N.M.P.M.) and being more particularly described by metes and bounds as follows:

COMMENCING for reference at a 2 1/2-inch Iron Pipe found for the corner common to Sections 1, 12, Township 26 South, Range 2 East, N.M.P.M. and Sections 6, 7, Township 26 South, Range 3 East, N.M.P.M.; ***WHENCE***, a 4-inch Aluminum Cap found for the corner common to said Sections 1 and 6 bears, North 00°08'51" East, a distance of 4,891.07 feet; ***THENCE***, leaving the corner common to said Sections 1, 12, 6 and 7, North 56°01'26" West, a distance of 2,460.26 feet to a 1/2 inch rebar found on the westerly right-of-way line of the Greene Spur Drain (variable width) for the northeast corner and the ***POINT OF BEGINNING*** of the parcel herein described;

THENCE, following the westerly right-of-way of said Greene Spur Drain, South 32°18'02" West (South 32°06'46" West~record), a distance of 278.83 feet (278.83 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, continuing along the westerly right-of-way line of said Greene Spur Drain, South 22°38'02" West (South 22°26'46" West~record), a distance of 84.05 feet (84.05 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, continuing along the westerly right-of-way line of said Greene Spur Drain, South 12°58'02" West (South 12°46'46" West~record), a distance of 451.08 feet (451.08 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, continuing along the westerly right-of-way line of said Greene Spur Drain, South 07°15'02" West (South 07°03'46" West~record), a distance of 113.98 feet (113.98 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, continuing along the westerly right-of-way line of said Greene Spur Drain, South 01°33'02" West (South 01°21'46" West~record), a distance of 231.91 feet (231.98 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, continuing along the westerly right-of-way line of said Greene Spur Drain, South 12°26'58" East (South 12°38'14" East~record), a distance of 91.28 feet (91.28 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set on the easterly right-of-way line of the West Side Canal (variable width) for the most southerly corner of the parcel herein described;

THENCE, leaving the westerly right-of-way line of said Greene Spur Drain and following the easterly right-of-way line of said West Side Canal, North 25°52'30" West (North 26°03'46" West~record), a distance of 1,310.05 feet (1,306.79 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for the northwest corner of the parcel herein described;

THENCE, leaving the easterly right-of-way line of said West Side Canal, North 86°18'30" East (North 84°26'10" East~record), a distance of 103.72 feet (102.53 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, South 23°49'04" East (South 24°00'20" East~record), a distance of 10.77 feet (10.77 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, North 89°07'56" East (North 88°56'40" East~record), a distance of 747.50 feet (747.50 feet~record) to the ***POINT OF BEGINNING.***

Said parcel containing 9.4712 acres (412,565.8 square feet), more or less, and being subject to all easements, restrictions and covenants of record.

Aaron Alvarado, N. M. P. S. No. 21400
Date: February 26, 2024
05896-159 Parcel 4 Desc



BROCK & BUSTILLOS INC.
CIVIL ENGINEERS URBAN DESIGNERS LAND SURVEYORS

ROMAN BUSTILLOS, P.E.
President
SERGIO J. ADAME, P.E.
Vice President - Engineering
AARON ALVARADO, R.P.L.S.
Vice President – Surveying
HECTOR MARTINEZ, P.E.
Associate Partner

TBPE Reg. No. F-737
TBPLS Reg. No. 101314-00

METES AND BOUNDS DESCRIPTION
"Parcel 5"

A 10.2355 acres parcel situate 3 miles southeast of La Mesa, Dona Ana County, New Mexico as a portion of U.S.R.S Tract 24-7B2, Sections 1 and 12, Township 26 South, Range 2 East, New Mexico Principal Meridian (N.M.P.M.) and being more particularly described by metes and bounds as follows:

COMMENCING for reference at a 2-1/2 inch iron pipe found for the corner common to Sections 1, 12, Township 26 South, Range 2 East, N.M.P.M. and Sections 6, 7, Township 26 South, Range 3 East, N.M.P.M.; ***WHENCE***, a 4-inch aluminum cap found for the corner common to said Sections 1 and 6 bears, North 00°08'51" East, at a distance of 4,891.07 feet; ***THENCE***, following the boundary line common to said Sections 1 and 12, North 89°18'25" West, a distance of 1,828.36 feet to the ***POINT OF BEGINNING*** of the parcel herein described; ***WHENCE***, a 2 1/2-inch Iron Pipe found for the corner common to said Sections 1, 12, and Sections 2, 11, Township 26 South, Range 2 East, N.M.P.M. bears, North 89°18'25" West, a distance of 3,527.98 feet;

THENCE, leaving the boundary line common to said Sections 1 and 12, South 10°59'35" East (South 11°08'17" East~record), a distance of 578.47 feet to a 1/2-inch rebar with survey cap No. "NMPS 5939" found on the easterly right-of-way line of the West Side Canal (variable width) for the most southerly corner of the parcel herein described;

THENCE, following the easterly right-of-way line of said West Side Canal, North 40°48'31" West (North 40°58'14" West~record), a distance of 261.12 feet (261.12 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, continuing along the easterly right-of-way line of said West Side Canal, North 38°58'31" West (North 39°08'14" West~record), a distance of 82.10 feet (82.10 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, continuing along the easterly right-of-way line of said West Side Canal, North 39°08'31" West (North 39°18'14" West~record), a distance of 107.70 feet (107.70 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, continuing along the easterly right-of-way line of said West Side Canal, North 36°03'31" West (North 36°13'14" West~record), a distance of 57.30 feet (57.30 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, continuing along the easterly right-of-way line of said West Side Canal, North 32°58'31" West (North 33°08'14" West~record), a distance of 189.60 feet (189.60 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, continuing along the easterly right-of-way line of said West Side Canal, North 29°43'31" West (North 29°53'14" West~record), a distance of 50.80 feet (50.80 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, continuing along easterly right-of-way line of said West Side Canal, South 88°41'29" West (South 88°31'46" West~record), a distance of 81.16 feet (81.16 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for the beginning of a non-tangent curve to the right;

THENCE, continuing along the easterly right-of-way line of said West Side Canal along the arc of said non-tangent curve to the right having a radius of 2,809.79 feet (2,809.79 feet~record), a central angle of 0°54'31" (0°54'26"~record), an arc length of 44.55 feet (44.48 feet~record), and whose long chord bears North 28°04'40" West (North 28°16'22" West~record), a distance of 44.55 feet (44.48 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for the end of said non-tangent curve;

THENCE, continuing along the easterly right-of-way line of said Wes Side Canal, North 88°41'29" East (North 88°31'46" East~record), a distance of 93.98 feet (93.98 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set on the easterly right-of-way line of the Greene Spur Drain (variable width) for an angle point of the parcel herein described;

THENCE, following the easterly right-of-way line of said Greene Spur Drain, North 26°28'31" West (North 26°38'14" West~record), a distance of 164.90 feet (164.90 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, continuing along the easterly right-of-way line of said Greene Spur Drain, North 12°28'31" West (North 12°38'14" West~record), a distance of 50.00 feet (50.00 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, continuing along the easterly right-of-way line of said Greene Spur Drain, North 01°31'29" East (North 01°21'46" East~record), a distance of 218.10 feet (218.10 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, continuing along the easterly right-of-way line of said Greene Spur Drain, North 07°13'29" East (North 07°03'46" East~record), a distance of 106.00 feet (106.00 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, continuing along the easterly right-of-way line of said Greene Spur Drain, North 12°56'29" East (North 12°46'46" East~record), a distance of 433.70 feet (433.70 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, continuing along the easterly right-of-way line of said Greene Spur Drain, North 22°36'29" East (North 22°26'46" East~record), a distance of 82.80 feet (82.80 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, continuing along the easterly right-of-way line of said Greene Spur Drain, North 32°16'29" East (North 32°06'46" East~record), a distance of 77.91 feet (77.91 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, continuing along the easterly right-of-way line of said Greene Spur Drain, North 61°18'55" East (North 61°09'12" East~record), a distance of 84.14 feet (84.15 feet~record) to a 1/2 inch rebar with survey cap No. "NMPS 5939" found for the northeast corner of the parcel herein described;

THENCE, leaving the easterly right-of-way line of said Greene Spur Drain, South 08°10'06" East (South 08°20'18" East~record), a distance of 1,202.48 feet (1,202.40 feet~record) to a Car Axel in concrete footing found for an angle point of the parcel herein described;

THENCE, South 10°59'35" East (South 11°08'17" East~record), a distance of 0.96 feet to the ***POINT OF BEGINNING.***

Said parcel containing 10.2355 acres (445,857.7 square feet), more or less, and being subject to all easements, restrictions and covenants of record.

Aaron Alvarado, N. M. P. S. No. 21400
Date: February 26, 2024
05896-159 Parcel 5 Desc

AARON ALVARADO
NEW MEXICO
21400
PROFESSIONAL SURVEYOR

BROCK & BUSTILLOS INC.
CIVIL ENGINEERS URBAN DESIGNERS LAND SURVEYORS

ROMAN BUSTILLOS, P.E.
President
SERGIO J. ADAME, P.E.
Vice President - Engineering
AARON ALVARADO, R.P.L.S.
Vice President – Surveying
HECTOR MARTINEZ, P.E.
Associate Partner

TBPE Reg. No. F-737
TBPLS Reg. No. 101314-00

METES AND BOUNDS DESCRIPTION
"Parcel 6"

A 214.5845 acres parcel situate 3 miles southeast of La Mesa, Dona Ana County, New Mexico as a portion of U.S.R.S Tracts 24-7A, 24-7B3, 24-7B4, and 24-7C1, Sections 1 and 12, Township 26 South, Range 2 East, New Mexico Principal Meridian (N.M.P.M.) and being more particularly described by metes and bounds as follows:

COMMENCING for reference at a 2 1/2-inch Iron Pipe found for the corner common to Sections 1, 12, Township 26 South, Range 2 East, N.M.P.M., and Sections 6, 7, Township 26 South, Range 3 East, N.M.P.M.; ***WHENCE***, a 4-inch Aluminum Cap found for the corner common to said Sections 1 and 6 bears, North 00°08'51" East, at a distance of 4,891.07 feet; ***THENCE***, following the boundary line common to said Sections 1 and 12, North 89°18'25" West, a distance of 4,016.05 feet to a 1/2-inch rebar with survey cap No. "NM 21400" set for the ***POINT OF BEGINNING*** of the parcel herein described;

THENCE, leaving the boundary line common to said Sections 1 and 12, North 00°28'58" West (North 00°32'13" West~record), a distance of 1,310.55 feet (1,311.46 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, North 89°56'40" East (North 89°42'00" East~record), a distance of 577.11 feet (577.11 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set on the westerly right-of-way line of the West Drain (variable width) for an angle point of the parcel herein described;

THENCE, following the westerly right-of-way line of said West Drain, South 29°02'00" East (South 29°08'59" East~record), a distance of 1,497.04 feet (1,497.04 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, leaving the westerly right-of-way line of said West Drain, North 89°17'56" East (North 89°10'57" East~record), a distance of 128.83 feet (125.00 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set on the easterly right-of-way line of said West Drain for an angle point of the parcel herein described;

THENCE, following the easterly right-of-way line of said West Drain, North 28°57'03" West (North 29°09'03" West~record), a distance of 427.10 feet (423.90 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, continuing along the easterly right-of-way line of said West Drain, North 05°43'57" East (North 05°31'57" East~record), a distance of 218.50 feet (218.50 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, continuing along the easterly right-of-way line of said West Drain, North 02°49'03" West (North 03°01'03" West~record), a distance of 94.50 feet (94.50 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, continuing along the easterly right-of-way line of said West Drain, North 11°26'03" West (North 11°38'03" East~record), a distance of 304.80 feet (304.80 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set on the westerly right-of-way line of the West Side Canal (variable width) for an angle point of the parcel herein described;

THENCE, following the westerly right-of-way line of said West Side Canal, South 25°51'46" East (South 26°03'46" East~record), a distance of 1,018.21 feet (1,018.21 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for a point of curvature;

THENCE, continuing along the westerly right-of-way line of said West Side Canal, along the arc of said non-tangent curve to the left having a radius of 2,909.79 feet (2,909.79 feet~record), a central angle of 34°54'00" (34°54'00"~record), an arc length of 1,772.41 feet (1,772.41 feet~record), and whose long chord bears South 43°18'46" East (South 43°30'46" East~record), a distance of 1,745.14 feet (1,745.14 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for a point of tangency;

THENCE, continuing along the westerly right-of-way line of said West Side Canal, South 60°45'46" East (South 60°57'46" East~record), a distance of 324.24 feet (324.24 feet~record) to a 1/2 inch rebar with survey cap No. "NMPS 5939" found for the most easterly corner of the parcel herein described;

THENCE, leaving the westerly right-of-way line of said West Side Canal, South 87°42'01" West (South 87°30'01" West~record), a distance of 387.79 feet (387.79 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, South 00°05'25" West (South 00°03'23" East~record), a distance of 1,268.23 feet (1,268.23 feet~record) to a 1/2-inch rebar found for the southeast corner of the parcel herein described;

THENCE, North 89°48'53" West (North 89°57'41" West~record), a distance of 126.94 feet (125.81 feet~record) to a 1/2-inch rebar (bent) with survey cap No. "NMPS 5939" found on the easterly right-of-way line of said West Drain for an angle point of the parcel herein described;

THENCE, following the easterly right-of-way line of said West Drain, North 23°21'03" West (North 23°33'03" West~record), a distance of 1,420.86 feet (1,420.73 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, continuing along the easterly right-of-way line of said West Drain, North 89°25'57" East (North 89°13'57" East~record), a distance of 5.34 feet (5.34 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, continuing along the easterly right-of-way line of said West Drain, North 23°21'03" West (North 23°33'03" West~record), a distance of 1,261.80 feet (1,261.80 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, continuing along the easterly right-of-way line of said West Drain, North 28°57'03" West (North 29°09'03" West~record), a distance of 172.82 feet (176.00 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, leaving the easterly right-of-way line of said West Drain, South 89°17'56" West (South 89°10'57" West~record), a distance of 140.06 feet (136.28 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set on the westerly right-of-way line of said West Drain for an angle point of the parcel herein described;

THENCE, following the westerly right-of-way line of said West Drain, South 29°02'04" East (South 29°09'03" East~record), a distance of 234.86 feet (234.86 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, continuing along the westerly right-of-way line of said West Drain, South 23°26'04" East (South 23°33'03" East~record), a distance of 1,205.50 feet (1,205.50 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, continuing along the westerly right-of-way line of said West Drain, North 89°20'56" East (North 89°13'57" East~record), a distance of 5.39 feet (5.39 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, continuing along the westerly right-of-way line of said West Drain, South 23°26'04" East (South 23°33'03" East~record), a distance of 1,417.71 feet (1,418.91 feet~record) to a 1/2-inch rebar with survey cap No. "NMPS 5939" found for an angle point of the parcel herein described;

THENCE, leaving the westerly right-of-way line of said West Drain, North 89°48'53" West (North 89°57'41" West~record), a distance of 2,186.26 feet (2,186.21 feet~record) to a 1/2 inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, South 89°50'40" West (South 89°37'56" West~record), a distance of 262.53 feet (262.64 feet~record) to a 3-inch Iron Pipe found for an angle point of the parcel herein described;

THENCE, North 00°14'16" West (North 00°22'37" West~record), a distance of 1,265.71 feet (1,266.38 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, North 89°51'28" West (South 89°57'50" West~record), a distance of 1,340.39 feet (1,340.39 feet~record) to a 1/2-inch rebar with survey cap No. "NMPS 5939" found on boundary line common to said Section 12 and Section 11, Township 26 South, Range 2 East, N.M.P.M. for an angle point of the parcel herein described;

THENCE, following boundary line common to said Sections 11 and 12, North 00°14'54" West (North 00°25'15" West~record), a distance of 1,380.23 feet (1,380.06 feet~record) to a 2 1/2-inch iron pipe found for the corner common to said Sections 1, 11, 12 and Section 2, Township 26 South, Range 2 East, N.M.P.M. for an angle point of the parcel herein described;

THENCE, leaving boundary line common to said Sections 11, 12 and following the boundary line common to said Sections 1 and 12, South 89°18'25" East (South 89°29'07" East~record), a distance of 1,340.29 feet (1,340.29 feet~record) to the ***POINT OF BEGINNING.***

Said parcel containing 214.5845 acres (9,347,299.3 square feet), more or less, and being subject to all easements, restrictions and covenants of record.

Aaron Alvarado, N. M. P. S. No. 21400
Date: February 26, 2024
05896-159 Parcel 6 Desc



BROCK & BUSTILLOS INC.
CIVIL ENGINEERS URBAN DESIGNERS LAND SURVEYORS

ROMAN BUSTILLOS, P.E.
President
SERGIO J. ADAME, P.E.
Vice President - Engineering
AARON ALVARADO, R.P.L.S.
Vice President – Surveying
HECTOR MARTINEZ, P.E.
Associate Partner

TBPE Reg. No. F-737
TBPLS Reg. No. 101314-00

METES AND BOUNDS DESCRIPTION

"Parcel 7"

A 3.1216 acres parcel situate 3 miles southeast of La Mesa, Dona Ana County, New Mexico as a portion of U.S.R.S. Tract 22-59, Section 1, Township 26 South, Range 2 East, New Mexico Principal Meridian (N.M.P.M.) and being more particularly described by metes and bounds as follows:

COMMENCING for reference at a 4-inch Aluminum Cap found for the corner common to Section 1, Township 26 South, Range 2 East, N.M.P.M. and Section 6, Township 26 South, Range 3 East, N.M.P.M. and on the south boundary line of Section 31, Township 25 South, Range 3 East, N.M.P.M.; ***THENCE***, following the boundary line common to said Townships 25 and 26, North 89°44'05" West, a distance of 5,209.93 feet to a point; ***WHENCE***, a Railroad Spike found for the corner common to said Section 36 and Section 35, Township 25 South, Range 2 East, N.M.P.M. bears, North 89°44'05" West, a distance of 140.99 feet; ***THENCE***, leaving the boundary line common to said Townships 25 and 26, South 00°15'55" West, a distance of 28.32 feet to point on the south right-of-way line of Doña Ana County Road B-008 (A.K.A. Afton Road) and the easterly right-of-way line of the West Drain (variable width) for the northwesterly corner of Tract 22-45, Section 1, Township 26 South, Range 2 East, N.M.P.M.; ***WHENCE***, a 1/2 inch rebar with survey cap No. "RPLS 8081" found on the westerly right-of-way line of the West Side Canal (variable width) for the northeasterly corner of said Tract 22-45 bears, South 89°52'28" East, at a distance of 486.33 feet; ***THENCE***, leaving the south right-of-way line of said Doña Ana County Road B-008 and following the easterly right-of-way line of said West Drain, South 27°32'37" East, a distance of 2,476.39 feet to an angle point; ***THENCE***, continuing along the easterly right-of-way line of said West Drain, South 27°26'20" East (South 27°36'03" East~record), a distance of 185.96 feet (185.96 feet~record) to an angle point; ***THENCE***, continuing along the easterly right-of-way line of said West Drain, South 28°59'20" East (South 29°09'03" East~record), a distance of 1,330.42 feet (1,330.42 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for the northwest corner and the ***POINT OF BEGINNING*** of the parcel herein described;

THENCE, leaving the easterly right-of-way line of said West Drain, North 89°51'43" East (North 89°42'00" East~record), a distance of 238.37 feet (238.37 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set on the westerly right-of-way line of said West Side Canal for the northeast corner of the parcel herein described;

THENCE, following the westerly right-of-way line of said West Side Canal, South 25°58'20" East (South 26°08'03" East~record), a distance of 339.04 feet (339.04 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, continuing along the westerly right-of-way line of said West Side Canal, South 18°43'20" East (South 18°33'03" East~record), a distance of 61.00 feet (61.00 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, continuing along the westerly right-of-way line of said West Side Canal, South 11°28'20" East (South 11°38'03" East~record), a distance of 284.60 feet (284.60 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, continuing along the westerly right-of-way line of said West Side Canal, South 02°51'20" East (South 03°01'03" East~record), a distance of 72.10 feet (72.10 feet~record) to a 1/2-inch rebar with survey cap No. "NM 21400" set for an angle point of the parcel herein described;

THENCE, continuing along the westerly right-of-way line of said West Side Canal, South 05°41'40" West (South 05°31'57" West~record), a distance of 110.10 feet (110.10 feet~record) to a 1/2-inch rebar with

survey cap No. "NM 21400" set on the easterly right-of-way line of said West Drain, for the most southerly corner of the parcel herein described;

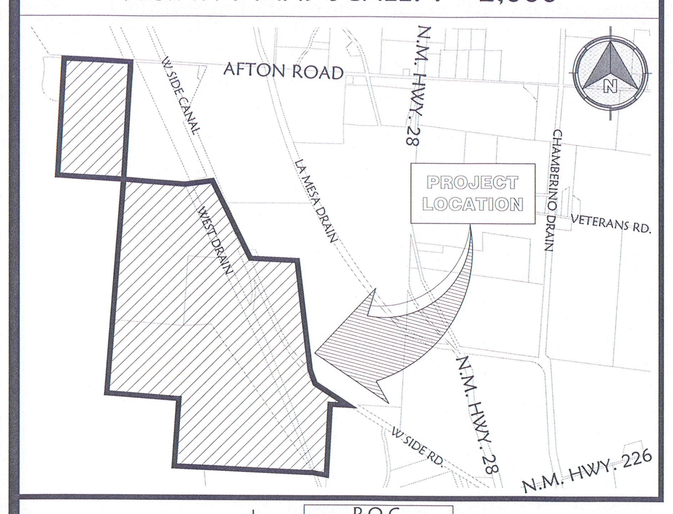
THENCE, leaving the westerly right-of-way line of said West Side Canal and following the easterly right-of-way line of said West Drain, North 28°59'20" West (North 29°09'03" West~record), a distance of 940.28 feet (940.28 feet~record) to the ***POINT OF BEGINNING.***

Said parcel containing 3.1216 acres (135,975.8 square feet), more or less, and being subject to all easements, restrictions and covenants of record.

Aaron Alvarado, N. M. P. S. No. 21400
Date: February 26, 2024
05896-159 Parcel 7 Desc



VICINITY MAP SCALE: 1"=2,000'



LEGEND

- PROJECT BOUNDARY
- SECTION LINE
- TRACT LINE
- BARB WIRE FENCE
- OVERHEAD ELECTRIC LINE
- WIRE FENCE
- GAS LINE
- PIPELINE
- TOP EDGE OF CANAL
- POWER POLE
- CALCULATED SECTION CORNER
- FOUND MONUMENT AS NOTED
- SET 1/2" REBAR WITH SURVEY CAP NO. "NM 21400" UNLESS OTHERWISE INDICATED
- SECTION NUMBER (12)
- DONA ANA COUNTY DEED RECORDS D.A.C.D.R.
- MEASURED BEARING AND DISTANCE (M)
- RECORD BEARING AND DISTANCE (R)
- EXISTING BUILDING

SCALE: 1" = 300'

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	S89°29'51"E	48.37
L1(R)	S89°44'20"E	49.27
L2	S27°12'23"E	243.51
L2(R)	S27°36'03"E	243.51
L3	N37°26'20"W	185.96
L3(R)	N37°36'03"W	185.96
L4	S69°40'17"E	381.05
L4(R)	S69°50'00"E	381.05
L5	N00°11'57"E	45.47
L5(R)	N00°02'14"E	45.46
L6	N89°28'43"W	76.54
L6(R)	N89°42'03"W	78.67
L7	S25°56'20"E	111.16
L7(R)	S26°06'03"E	111.16
L8	S69°51'43"W	238.37
L8(R)	S69°42'00"W	238.37
L9	N40°48'31"W	261.12
L9(R)	N40°36'14"W	261.12
L10	N38°58'31"W	52.10
L10(R)	N39°08'14"W	52.10
L11	N39°08'31"W	107.70
L11(R)	N39°18'14"W	107.70
L12	N39°08'31"W	57.30
L12(R)	N39°18'14"W	57.30
L13	N39°58'31"W	169.60
L13(R)	N39°08'14"W	169.60
L14	N29°43'31"W	50.60
L14(R)	N29°53'14"W	50.60
L15	N26°28'31"W	164.90
L15(R)	N26°38'14"W	164.90
L16	N12°28'31"W	50.00
L16(R)	N12°38'14"W	50.00
L17	N01°31'29"E	218.10
L17(R)	N01°21'46"E	218.10
L18	N07°11'29"E	100.00
L18(R)	N07°01'46"E	100.00
L19	N12°56'29"E	433.70
L19(R)	N12°46'46"E	433.70
L20	N22°36'29"E	82.60
L20(R)	N22°26'46"E	82.60

LINE TABLE		
LINE #	BEARING	DISTANCE
L21	N32°16'29"E	77.91
L21(R)	N32°06'46"E	77.91
L22	N61°16'59"E	84.16
L22(R)	N61°09'12"E	84.15
L23	N89°51'43"E	238.37
L23(R)	N89°42'00"E	238.37
L24	S25°58'20"E	339.04
L24(R)	S26°08'03"E	339.04
L25	S16°43'20"E	61.00
L25(R)	S16°33'03"E	61.00
L26	S11°26'20"E	264.60
L26(R)	S11°36'03"E	264.60
L27	S02°51'20"E	72.10
L27(R)	S03°01'03"E	72.10
L28	S05°41'40"W	110.10
L28(R)	S05°31'57"W	110.10
L29	S68°41'29"W	81.16
L29(R)	S68°31'46"W	81.16
L30	N58°41'29"E	93.86
L30(R)	N58°31'46"E	93.86
L31	N59°17'56"E	126.63
L32(R)	N89°09'57"E	126.00
L33	N28°57'03"W	427.10
L33(R)	N29°09'03"W	423.80
L34	N05°43'57"E	216.50
L34(R)	N09°31'57"E	216.50
L35	N02°49'03"W	84.50
L35(R)	N03°01'03"W	84.50

LINE TABLE		
LINE #	BEARING	DISTANCE
L36	N11°26'03"W	304.60
L36(R)	N11°36'03"W	304.60
L37	N58°46'53"W	126.84
L37(R)	N58°57'41"W	125.81
L38	N28°57'03"W	172.62
L38(R)	N29°09'03"W	176.00
L39	S69°17'56"W	140.06
L39(R)	S69°11'09"W	136.25
L40	S29°02'04"E	234.85
L40(R)	S29°09'03"E	234.85
L41	S69°50'40"W	262.53
L41(R)	S69°37'56"W	262.64
L42	S32°16'02"W	276.63
L42(R)	S32°06'46"W	276.63
L43	S23°36'02"W	84.05
L43(R)	S23°26'46"W	84.05
L44	S12°59'02"W	451.05
L44(R)	S12°46'46"W	451.05
L45	S07°11'29"W	113.86
L45(R)	S07°03'46"W	113.86
L46	S01°33'02"W	231.91
L46(R)	S01°21'46"W	231.86
L47	S12°26'58"E	91.26
L47(R)	S12°38'14"E	91.26
L48	N89°29'56"E	5.39
L48(R)	N89°13'57"E	5.39

LINE TABLE		
LINE #	BEARING	DISTANCE
L49	N23°21'03"W	1,261.80' (M)
L50	N86°18'39"E	103.72' (M)
L50		102.33' (R)
L51	S00°45'00"W	2,186.65' (M)
L52	S89°45'46"E	2,192.30' (R)
L53	S89°45'46"E	2,192.30' (R)
L54	N00°14'54"W	1,380.23' (M)
L54	N00°25'15"W	1,380.06' (R)
L55	S00°53'59"W	26.08' (M)

CURVE TABLE					
CURVE	RADIUS	DELTA ANGLE	ARC LENGTH	CHORD BEARING	CHORD LENGTH
C1	2909.79	34°54'00"	1772.41	S43°18'42"E	1745.14
C1(R)	2909.79	34°54'00"	1772.41	S43°30'45"E	1745.14
C2	2909.79	0°54'31"	44.55	N26°04'40"W	44.55
C2(R)	2909.79	0°54'26"	44.48	N26°16'22"W	44.48

TOTAL AREA
17,434,912.5 SQ.FT. ±
400.2505 ACRES ±

SECTION 1 TOWNSHIP 26 SOUTH RANGE 2 EAST N.M.P.M.

PORTION OF TRACT 22-46, 22-55, & 22-57
MSPM ASSOCIATES LP.
INSTRUMENT NO. 0429452
D.A.C.D.R.

SECTION 2 TOWNSHIP 26 SOUTH RANGE 2 EAST N.M.P.M.

STATE OF NEW MEXICO

SECTION 11 TOWNSHIP 26 SOUTH RANGE 2 EAST N.M.P.M.

UNITED STATES OF AMERICA

SECTION 12 TOWNSHIP 26 SOUTH RANGE 2 EAST N.M.P.M.

P.O.C. PARCELS 1, 2, 3, 7
FOUND 4" ALUMINUM CAP FOR THE NORTHEAST CORNER OF SECTION 1, TOWNSHIP 26 SOUTH, RANGE 2 EAST, N.M.P.M.
FOUND 5/8" REBAR (N 32°39'39" E ~ 5.0', REJECTED)
RANGE 3 EAST / RANGE 2 EAST

P.O.C. PARCELS 4, 5, 6
FOUND 2-1/2" IRON PIPE FOR THE SOUTHEAST CORNER OF SECTION 1, TOWNSHIP 26 SOUTH, RANGE 2 EAST, N.M.P.M.

PARCEL -1
2,890,572.9 SQ.FT. OR 66.3584 ACRES
CITY OF EL PASO
SECTION 2, TOWNSHIP 26 SOUTH, RANGE 2 EAST, N.M.P.M.
INSTRUMENT NO. 0124116
D.A.C.D.R.

PARCEL -2
3,737,526.5 SQ.FT. OR 85.8018 ACRES
CITY OF EL PASO
TRACT 24-7C1, SECTION 1, TOWNSHIP 26 SOUTH, RANGE 2 EAST, N.M.P.M.
INSTRUMENT NO. 0124116
D.A.C.D.R.

PARCEL -3
465,112.5 SQ.FT. OR 10.6775 ACRES
CITY OF EL PASO
PORTION OF TRACT 22-59, SECTION 1, TOWNSHIP 26 SOUTH, RANGE 2 EAST, N.M.P.M.
INSTRUMENT NO. 0124116
D.A.C.D.R.

PARCEL -4
412,565.8 SQ.FT. OR 9.4712 ACRES
CITY OF EL PASO
PORTION OF TRACT 24-7B2, SECTION 1, TOWNSHIP 26 SOUTH, RANGE 2 EAST, N.M.P.M.
INSTRUMENT NO. 0124116
D.A.C.D.R.

PARCEL -5
445,857.7 SQ.FT. OR 10.2355 ACRES
CITY OF EL PASO
PORTION OF TRACT 24-7B2, SECTION 1, TOWNSHIP 26 SOUTH, RANGE 2 EAST, N.M.P.M.
INSTRUMENT NO. 0124116
D.A.C.D.R.

PARCEL -6
9,347,299.3 SQ.FT. OR 214.5645 ACRES
CITY OF EL PASO
PORTION OF TRACT 24-7A, 24-7B3, 24-7B4, AND 24-7C1
SECTION 12, TOWNSHIP 26 SOUTH, RANGE 2 EAST, N.M.P.M.
INSTRUMENT NO. 0124116
D.A.C.D.R.

PARCEL -7
135,975.8 SQ.FT. OR 3.1216 ACRES
CITY OF EL PASO
PORTION OF TRACT 22-59, SECTION 1, TOWNSHIP 26 SOUTH, RANGE 2 EAST, N.M.P.M.
INSTRUMENT NO. 0124116
D.A.C.D.R.

P.O.B. PARCEL 1 — SEE DETAIL "B"
P.O.B. PARCEL 2 — FOUND 60D NAIL W/SHINER FOR THE NORTHWEST CORNER OF TRACT 24-7C1 (S 00°53'59" W ~ 4.42')
P.O.B. PARCEL 3
P.O.B. PARCEL 4 — FOUND 1/2" REBAR
P.O.B. PARCEL 5 — FOUND CAR AXLE IN CONCRETE FOOTING "OCT 19 1942" — SEE DETAIL "F"
P.O.B. PARCEL 6
P.O.B. PARCEL 7 — SEE DETAIL "E"

DETAIL "A"
SCALE: N.T.S.

DETAIL "F"
SCALE: N.T.S.

DETAIL "B"
SCALE: N.T.S.

DETAIL "C"
SCALE: N.T.S.

DETAIL "D"
SCALE: N.T.S.

DETAIL "E"
SCALE: N.T.S.

DETAIL "G"
SCALE: N.T.S.

SCHEDULE 'B' PART II ITEMS

10. RESERVATIONS CONTAINED IN THE PATENT DEED FROM THE UNITED STATES OF AMERICA, RECORDED AS DOCUMENT NUMBER 1707, GENERAL LAND OFFICE RECORDS OF THE U.S. DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT. (PARCEL-6)
11. RESERVATIONS CONTAINED IN THE PATENT DEED FROM THE UNITED STATES OF AMERICA, RECORDED AS HOMESTEAD CERTIFICATE 1674 AND APPLICATION NUMBER 1785, GENERAL GENERAL LAND OFFICE RECORDS OF THE U.S. DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT. (PARCELS-2, 3, 4, 6, AND 7)
12. RESERVATION CONTAINED IN THE PATENT DEED FROM THE UNITED STATE OF AMERICA, RECORDED AS PATENT NUMBER 1193141, GENERAL GENERAL LAND OFFICE RECORDS OF THE U.S. DEPARTMENT OF THE INTERIOR BUREAU OF LAND MANAGEMENT. (PARCEL-1)
13. RIGHT OF WAY EASEMENT FILED FOR RECORD ON AUGUST 18, 1964, RECORDED IN BOOK 62, PAGES 496-497 RECORDS OF DONA ANA COUNTY, NEW MEXICO. (PARCELS 1 AND 2) (SHOWN APPROXIMATELY)
14. PERMIT FOR RIGHT OF WAY AND EASEMENT FILED FOR RECORD ON JUNE 30, 1969, RECORDED IN BOOK 64, PAGES 133-137, RECORDS OF DONA ANA COUNTY, NEW MEXICO. (PARCEL-7) (SHOWN APPROXIMATELY)
15. EASEMENT TO EL PASO ELECTRIC COMPANY AND MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY FILED OF RECORD ON JANUARY 30, 1973, RECORDED IN BOOK 100, PAGE 397, RECORDS OF DONA ANA COUNTY, NEW MEXICO. (PARCEL-1) (BLANKET IN NATURE)
16. EASEMENT TO EL PASO ELECTRIC COMPANY AND MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY, FILED OF RECORD ON APRIL 27, 1962, RECORDED IN BOOK 52, PAGE(S) 411, RECORDS OF DONA ANA COUNTY, NEW MEXICO. (DOES NOT AFFECT SURVEYED PARCELS)
17. RIGHT OF WAY GRANT FILED FOR RECORD ON OCTOBER 18, 1985, RECORDED IN BOOK 198, PAGES 623-624, RECORDS OF DONA ANA COUNTY, NEW MEXICO. (PARCELS 1, 2, 3, 4, 5, & 6 AND 7) (BLANKET IN NATURE)
18. EASEMENT TO EL PASO ELECTRIC COMPANY AND MOUNTAIN STATES TELEPHONE AND TELEGRAPH COMPANY, FILED OF RECORD ON MARCH 29, 1990, RECORDED IN BOOK 250, PAGE(S) 168-169, RECORDS OF DONA ANA COUNTY, NEW MEXICO. (PARCELS 1, 2, AND 6) (PLOTTED AND SHOWN)
19. EASEMENT TO EL PASO ELECTRIC COMPANY, FILED OF RECORD ON OCTOBER 6, 2009, RECORDED AS INSTRUMENT NUMBER 0927259, RECORDS OF DONA ANA COUNTY, NEW MEXICO. (PARCEL-1) (PLOTTED AND SHOWN)
20. ACCESS EASEMENT FILED FOR RECORD ON DECEMBER 7, 2011, RECORDED AS INSTRUMENT NUMBER 112817, RECORDS OF DONA ANA COUNTY, NEW MEXICO. (PARCEL-1) (PLOTTED AND SHOWN)

SUPPLEMENTAL NOTES

1. BASIS OF BEARING IS THE NEW MEXICO STATE PLANE COORDINATE SYSTEM, CENTRAL ZONE, No. 3002, NORTH AMERICAN DATUM OF 1983 (N.A.D. 83), DETERMINED VIA THE EL PASO COUNTY VIRTUAL REFERENCE STATION (V.R.S.) NETWORK.
2. SUBJECT PROPERTY IS LOCATED IN ZONE "X" (AREAS OF 0.2% ANNUAL CHANCE FLOOD; AREAS OF 1% ANNUAL CHANCE FLOOD WITH AVERAGE DEPTHS OF LESS THAN 1 FOOT OR WITH DRAINAGE AREAS LESS THAN 1 SQUARE MILE; AND AREAS PROTECTED BY LEVEES FROM 1% ANNUAL CHANCE FLOOD) AND FLOOD ZONE "A" (NO BASE FLOOD ELEVATIONS DETERMINED) AS DETAILED ON THE DONA ANA COUNTY, NEW MEXICO NO INCORPORATED AREAS FLOOD INSURANCE RATE MAP PANEL NO. 350136 0250G, MAP REVISED JULY 06, 2016.

REFERENCE DOCUMENTS

1. TITLE COMMITMENT ISSUED BY STEWART TITLE GUARANTY COMPANY, FILE No. 2126451, COMMITMENT DATE: SEPTEMBER 29,2023 WAS USED FOR THIS SURVEY.
2. PLAT OF SURVEY FOR PARCELS 1-7 DONE BY MOY SURVEYING INC., JOB NO. 00-1735, DATED JANUARY 24, 2001.
3. ELEPHANT BUTTE IRRIGATION DISTRICT RIGHT-OF-WAY MAPS FOR THE WEST DRAIN, WEST SIDE CANAL AND GREENE SPUR DRAIN.

CERTIFICATION

TO EL PASO WATER UTILITIES PUBLIC SERVICE BOARD AND STEWART TITLE GUARANTY COMPANY;
I HEREBY CERTIFY THAT THIS SURVEY PLAT AND THE ACTUAL SURVEY ON THE GROUND UPON WHICH IT IS BASED WERE PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION; THAT I AM RESPONSIBLE FOR THIS SURVEY; THAT THIS SURVEY MEETS THE MINIMUM STANDARDS FOR SURVEYING IN THE STATE OF NEW MEXICO; AND THAT IT IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

02/26/24

AARON ALVARADO, N.M.P.S. NO. 21400

AARON ALVARADO — NEW MEXICO — 21400 — PROFESSIONAL SURVEYOR

DRAWN BY: A.M.	BOUNDARY SURVEY (400.2505 ± ACRES)
APPROVED BY: A.A.	TRACT 22-44, SECTION 2 & PORTION OF TRACTS 24-7C1, 22-59, 24-7B2 24-7A, 24-7B3, 24-7B4, 24-7C1, SECTIONS 1, 2, & 12, TOWNSHIP 26 SOUTH, RANGE 3 EAST, NEW MEXICO PRINCIPAL MERIDIAN, NORTH OF CHAMBERION, DONA ANA COUNTY, NEW MEXICO
SCALE: 1"=300'	
DATE: 11-09-2023	
JOB NO. 05896-159	
REVISION:	DATE: — SHEET 1 OF 1

BROCK & BUSTILLOS INC.
CONSULTING CIVIL ENGINEERS
LAND SURVEYORS
TBPE REG. NO. F-737
TBPLS REG. NO. 101314-00

417 EXECUTIVE CENTER
EL PASO, TEXAS 79902
www.brockbustillos.com
PH (915) 542-4900
FAX (915) 542-2867

Feb 26, 2024 - 4:38pm anamedoza
S:\Projects\05896 - EL PASO WATER - PSB SURVEYING\159- DEERMAN FARM\05896-159-C3D\05896-159-DEERMAN PARK BOUNDARY SURVEY.dwg

NM FORM 6: COMMITMENT FOR TITLE INSURANCE
issued by
FIRST AMERICAN TITLE INSURANCE COMPANY

NOTICE

IMPORTANT—READ CAREFULLY: THIS COMMITMENT IS AN OFFER TO ISSUE ONE OR MORE TITLE INSURANCE POLICIES. ALL CLAIMS OR REMEDIES SOUGHT AGAINST THE COMPANY INVOLVING THE CONTENT OF THIS COMMITMENT OR THE POLICY MUST BE BASED SOLELY IN CONTRACT.

THIS COMMITMENT IS NOT AN ABSTRACT OF TITLE, REPORT OF THE CONDITION OF TITLE, LEGAL OPINION, OPINION OF TITLE, OR OTHER REPRESENTATION OF THE STATUS OF TITLE. THE PROCEDURES USED BY THE COMPANY TO DETERMINE INSURABILITY OF THE TITLE, INCLUDING ANY SEARCH AND EXAMINATION, ARE PROPRIETARY TO THE COMPANY, WERE PERFORMED SOLELY FOR THE BENEFIT OF THE COMPANY, AND CREATE NO EXTRACONTRACTUAL LIABILITY TO ANY PERSON, INCLUDING A PROPOSED INSURED.

THE COMPANY'S OBLIGATION UNDER THIS COMMITMENT IS TO ISSUE A POLICY TO A PROPOSED INSURED IDENTIFIED IN SCHEDULE A IN ACCORDANCE WITH THE TERMS AND PROVISIONS OF THIS COMMITMENT. THE COMPANY HAS NO LIABILITY OR OBLIGATION INVOLVING THE CONTENT OF THIS COMMITMENT TO ANY OTHER PERSON.

COMMITMENT TO ISSUE POLICY

Subject to the Notice; Schedule B, Part I—Requirements; Schedule B, Part II—Exceptions; and the Commitment Conditions, **First American Title Insurance Company**, a corporation (the "Company"), commits to issue the Policy according to the terms and provisions of this Commitment. This Commitment is effective as of the Commitment Date shown in Schedule A for each Policy described in Schedule A, only when the Company has entered in Schedule A both the specified dollar amount as the Proposed Amount of Insurance and the name of the Proposed Insured.

If all of the Schedule B, Part I—Requirements have not been met within _____ after the Commitment Date, this Commitment terminates and the Company's liability and obligation end.

*This page is only a part of a NM Form 6 Commitment for Title Insurance issued by **First American Title Insurance Company**. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

COMMITMENT CONDITIONS

1. DEFINITIONS

a. "Discriminatory Covenant": Any covenant, condition, restriction, or limitation that is unenforceable under applicable law because it illegally discriminates against a class of individuals based on personal characteristics such as race, color, religion, sex, sexual orientation, gender identity, familial status, disability, national origin, or other legally protected class.

b. "Knowledge" or "Known": Actual knowledge or actual notice, but not constructive notice imparted by the Public Records.

c. "Land": The land described in Item 5 of Schedule A and improvements located on that land that by State law constitute real property. The term "Land" does not include any property beyond that described in Schedule A, nor any right, title, interest, estate, or easement in any abutting street, road, avenue, alley, lane, right-of-way, body of water, or waterway, but does not modify or limit the extent that a right of access to and from the Land is to be insured by the Policy.

d. "Mortgage": A mortgage, deed of trust, trust deed, security deed, or other real property security instrument, including one evidenced by electronic means authorized by law.

e. "Policy": Each contract of title insurance, in a form adopted by the American Land Title Association, issued or to be issued by the Company pursuant to this Commitment.

f. "Proposed Amount of Insurance": Each dollar amount specified in Schedule A as the Proposed Amount of Insurance of each Policy to be issued pursuant to this Commitment.

g. "Proposed Insured": Each person identified in Schedule A as the Proposed Insured of each Policy to be issued pursuant to this Commitment.

h. "Public Records": The recording or filing system established under Section 14-9-1 NMSA 1978, as amended to the Date of Policy, under which a document must be recorded or filed to impart constructive notice of matters relating to the Title to a purchaser for value without Knowledge.

i. "State": The state or commonwealth of the United States within whose exterior boundaries the Land is located. The term "State" also includes the District of Columbia, the Commonwealth of Puerto Rico, the U.S. Virgin Islands, and Guam.

j. "Title": The estate or interest in the Land identified in Item 3 of Schedule A.

2. If all of the Schedule B, Part I—Requirements have not been met within the time period specified in the Commitment to Issue Policy, this Commitment terminates and the Company's liability and obligation end.

3. The Company's liability and obligation is limited by and this Commitment is not valid without:

a. the Notice;
b. the Commitment to Issue Policy;
c. the Commitment Conditions;
d. Schedule A;
e. Schedule B, Part I—Requirements;
f. Schedule B, Part II—Exceptions; and
g. a counter-signature by the Company or its issuing agent that may be in electronic form.

4. COMPANY'S RIGHT TO AMEND

The Company may amend this Commitment at any time. If the Company amends this Commitment to add a defect, lien, encumbrance, adverse claim, or other matter recorded in the Public Records prior to the Commitment Date, any liability of the Company is limited by Commitment Condition 5. The Company is not liable for any other amendment to this Commitment.

5. LIMITATIONS OF LIABILITY

a. The Company's liability under Commitment Condition 4 is limited to the Proposed Insured's actual expense incurred in the interval between the Company's delivery to the Proposed Insured of the Commitment and the delivery of the amended Commitment, resulting from the Proposed Insured's good faith reliance to:
   i. comply with the Schedule B, Part I—Requirements;

ii. eliminate, with the Company's written consent, any Schedule B, Part II—Exceptions; or
iii. acquire the Title or create the Mortgage covered by this Commitment.

b. The Company is not liable under Commitment Condition 5.a. if the Proposed Insured requested the amendment or had Knowledge of the matter and did not notify the Company about it in writing.
c. The Company is only liable under Commitment Condition 4 if the Proposed Insured would not have incurred the expense had the Commitment included the added matter when the Commitment was first delivered to the Proposed Insured.
d. The Company's liability does not exceed the lesser of the Proposed Insured's actual expense incurred in good faith and described in Commitment Condition 5.a. or the Proposed Amount of Insurance.
e. The Company is not liable for the content of the Transaction Identification Data, if any.
f. The Company is not obligated to issue the Policy referred to in this Commitment unless all of the Schedule B, Part I—Requirements have been met to the satisfaction of the Company.
g. The Company's liability is further limited by the terms and provisions of the Policy to be issued to the Proposed Insured.

6. LIABILITY OF THE COMPANY MUST BE BASED ON THIS COMMITMENT; CHOICE OF LAW AND CHOICE OF FORUM

a. Only a Proposed Insured identified in Schedule A, and no other person, may make a claim under this Commitment.
b. Any claim must be based in contract under the State law of the State where the Land is located and is restricted to the terms and provisions of this Commitment. Any litigation or other proceeding brought by the Proposed Insured against the Company must be filed only in a State or federal court having jurisdiction.
c. This Commitment, as last revised, is the exclusive and entire agreement between the parties with respect to the subject matter of this Commitment and supersedes all prior commitment negotiations, representations, and proposals of any kind, whether written or oral, express or implied, relating to the subject matter of this Commitment.
d. The deletion or modification of any Schedule B, Part II—Exception does not constitute an agreement or obligation to provide coverage beyond the terms and provisions of this Commitment or the Policy.
e. Any amendment or endorsement to this Commitment must be in writing and authenticated by a person authorized by the Company.
f. When the Policy is issued, all liability and obligation under this Commitment will end and the Company's only liability will be under the Policy.

7. IF THIS COMMITMENT IS ISSUED BY AN ISSUING AGENT

The issuing agent is the Company's agent only for the limited purpose of issuing title insurance commitments and policies. The issuing agent is not the Company's agent for closing, settlement, escrow, or any other purpose.

8. PRO-FORMA POLICY

The Company may provide, at the request of a Proposed Insured, a pro-forma policy illustrating the coverage that the Company may provide. A pro-forma policy neither reflects the status of Title at the time that the pro-forma policy is delivered to a Proposed Insured, nor is it a commitment to insure.

9. CLAIMS PROCEDURES

This Commitment incorporates by reference all Conditions for making a claim in the Policy to be issued to the Proposed Insured. Commitment Condition 9 does not modify the limitations of liability in Commitment Conditions 5 and 6.

Pursuant to the New Mexico title insurance law Section 59A-30-4 NMSA 1978, and title insurance rule 13.14.18.9 NMAC, no part of any title insurance commitment, policy or endorsement form promulgated by the New Mexico superintendent of insurance may be added to, altered, inserted in or typed upon, deleted or otherwise changed from the title insurance form promulgated by the New Mexico superintendent of insurance, nor issued by a person or company not licensed with regard to the business of title insurance by the New Mexico superintendent of insurance, nor issued by a person or company who does not own, operate or control an approved title abstract plant as defined by New Mexico law and regulations for the county wherein the property is located, except as authorized by law.

Transaction Identification Data, for which the Company assumes no liability as set forth in Commitment Condition 5.e.:
Issuing Agent: **Camino Real Abstract & Title, LLC**
Issuing Office: **6701 N Mesa, El Paso, TX 79912**
Issuing Office's ALTA® Registry ID: _____
Loan ID Number:
Commitment Number:
Issuing Office File Number: **25250215NM**
Property Address: **400.25 acres, , NM**

SCHEDULE A

1. Commitment Date: **September 11, 2025**

2. Policy to be issued:

a. NM FORM 1 Owner's Policy
Proposed Insured: **Koeda Farms, LLC**
Proposed Amount of Insurance: **$4,000,000.00**
The estate or interest to be insured: **Fee Simple**

3. The estate or interest in the Land at the Commitment Date is: **Fee Simple**

4. The Title is, at the Commitment Date, vested in **City of El Paso Water Utilities Public Service Board** and, as disclosed in the Public Records, has been since

5. The Land is described as follows:

FIRST AMERICAN TITLE INSURANCE COMPANY

By: _____
Authorized Signatory

*This page is only a part of a NM Form 6 Commitment for Title Insurance issued by **First American Title Insurance Company**. This Commitment is not valid without the Notice; the Commitment to Issue Policy; the Commitment Conditions; Schedule A; Schedule B, Part I—Requirements; and Schedule B, Part II—Exceptions; and a counter-signature by the Company or its issuing agent that may be in electronic form.*

Parcel 1:
A certain parcel of land compromising a portion of the Santa Teresa Grant situated within Township 28 South, Range 3 East, New Mexico Principal Meridian, being U.S.R.S. Tracts 32-13-A2 and 32-13-B2, in Dona Ana County, New Mexico, which is more particularly described in Exhibit "A" attached hereto and made a part hereof.

Parcel 2:
A certain parcel of land compromising a portion of the Santa Teresa Grant situated within Township 28 South, Range 3 East, New Mexico Principal Meridian, being a portion of U.S.R.S. Tracts 32-13A1 and all U.S.R.S. Tract 32-13B1, in Dona Ana County, New Mexico, which is more particularly described in Exhibit "A" attached hereto and made a part hereof.

Parcel 3:
A certain parcel of land compromising a portion of the Santa Teresa Grant situated within Township 28 South, Range 3 East, New Mexico Principal Meridian, being a portion of U.S.R.S. Tracts 32-13A1, in Dona Ana County, New Mexico, which is more particularly described in Exhibit "A" attached hereto and made a part hereof.

SCHEDULE B, PART I—Requirements

All of the following Requirements must be met:

1. The Proposed Insured must notify the Company in writing of the name of any party not referred to in this Commitment who will obtain an interest in the Land or who will make a loan on the Land. The Company may then make additional Requirements or Exceptions.

2. Pay the agreed amount for the estate or interest to be insured.

3. Pay the premiums, fees, and charges for the Policy to the Company.

4. Documents satisfactory to the Company that convey the Title or create the Mortgage to be insured, or both, must be properly authorized, executed, delivered, and recorded in the Public Records.

a. We find no outstanding mortgage(s)/deed(s) of trust of record against the subject property. Inquiry should be made concerning the existence of any note or other indebtedness, whether of record or not, which could give rise to a security interest in and to the subject property

b. Provide the Company with a copy of a survey of the proposed insured premises together with an adequate metes and bounds description for said proposed insured premises. Upon review of the requested survey and description, additional requirements and/or exceptions may be made.

c. Provide the Company with a resolution form the City of El Paso, approving this transaction and setting forth the name(s) of the party(ies) authorized to execute documents on behalf of the City of El Paso. Upon review of the requested documentation, additional requirements and/or exceptions may be made.

d. Provide the Company with copy(s) of the Operating Agreement(s) (and any amendments) for Koeda Farms, LLC, a New Mexico limited liability company. Upon review of the requested documentation, additional requirements and/or exceptions may be made.

e. Warranty Deed from City of El Paso Water Utilities Public Service Board, to, Koeda Farms, LLC, a New Mexico limited liability company.

f. Mortgage/Deed Of Trust from Koeda Farms, LLC, a New Mexico limited liability company., to, Lender TBD.

SCHEDULE B, PART II—Exceptions

Some historical land records contain Discriminatory Covenants that are illegal and unenforceable by law. This Commitment and the Policy treat any Discriminatory Covenant in a document referenced in Schedule B as if each Discriminatory Covenant is redacted, repudiated, removed, and not republished or recirculated. Only the remaining provisions of the document will be excepted from coverage.

The Policy will not insure against loss or damage resulting from the terms and conditions of any lease or easement identified in Schedule A, and will include the following Exceptions unless cleared to the satisfaction of the Company:

1. Rights or claims of parties in possession not shown by the public records.

2. Easements, or claims of easements, not shown by the public records.

3. Encroachments, overlaps, conflicts in boundary lines, or other matter which would be disclosed by an accurate survey and inspection of the premises.

4. Any lien, claim or right to a lien, for services, labor or materiel heretofore or hereafter furnished, imposed by law and not shown by the public records.

5. Community property, survivorship, or homestead rights, if any, of any spouse of the insured (or vestee in a leasehold or loan policy).

6. Water rights, claims or title to water.

7. Taxes for the year **2025**, and thereafter.

8. Defects, liens, encumbrances, adverse claims or other matters, if any, created first appearing in the public records or attaching subsequent to the effective date hereof but prior to the date the proposed insured acquires for value of record the estate or interest or mortgage thereon covered by this commitment.

9. Any defect, lien, encumbrance, adverse claim, or other matter that appears for the first time in the Public Records or is created, attaches, or is disclosed between the Commitment Date and the date on which all of the Schedule B, Part I—Requirements are met.

10. Reservations as contained in Patent from the United States of America recorded in Book 35, Page(s) 252, of Deed Records.

11. Elephant Butte Irrigation District taxes for 2025 and 2026 operation and maintenance, and thereafter, a lien not yet due or payable.

12. Easement in favor of El Paso Electric Company and The Mountain States Telephone and Telegraph Company, affecting a portion of said land, recorded September 2, 1975 in book 111, page(s) 512-513 of the miscellaneous Records and shown on the plat of survey By Seco Engineering Co, dated October 12, 2000.

13. Easement in favor of El Paso Electric Company and The Mountain States Telephone and Telegraph Company, affecting a portion of said land, recorded May 26, 1976 in book 115, page(s) 161-162 of the miscellaneous Records and shown on the plat of survey By Seco Engineering Co, dated October 12, 2000.

14. Easement in favor of El Paso Electric Company and The Mountain States Telephone and Telegraph Company, affecting a portion of said land, recorded May 2, 1979 in book 134, page(s) 178-179 of the miscellaneous Records and shown on the plat of survey By Seco Engineering Co, dated October 12, 2000.

15. **Easement in favor of El Paso Electric Company and The Mountain States Telephone and Telegraph Company, affecting a portion of said land, recorded January 4, 1980 in book 139, page(s) 652-654 of the miscellaneous Records and shown on the plat of survey By Seco Engineering Co, dated October 12, 2000.**

16. **Easements in favor of El Paso Electric Company and The Mountain States Telephone and Telegraph Company, affecting a portion of said land, recorded May 7, 1980 in book 142, page(s) 977-978 of the miscellaneous Records and shown on the plat of survey By Seco Engineering Co, dated October 12, 2000.**

17. **Easements in favor of El Paso Electric Company and The Mountain States Telephone and Telegraph Company, affecting a portion of said land, recorded December 20, 1983 in book 177, page(s) 553-554 of the miscellaneous Records and shown on the plat of survey By Seco Engineering Co, dated October 12, 2000.**

18. **Easements in favor of El Paso Electric Company and The Mountain States Telephone and Telegraph Company, affecting a portion of said land, recorded November 20, 1986 in book 211, page 655 of the miscellaneous Records and shown on the plat of survey By Seco Engineering Co, dated October 12, 2000.**

19. **Easements in favor of El Paso Electric Company and The Mountain States Telephone and Telegraph Company, affecting a portion of said land, recorded May 21, 1996 in book 51, page(s) 938-939 of the miscellaneous Records and shown on the plat of survey By Seco Engineering Co, dated October 12, 2000.**

20. **Grant of Drainage Easement in favor of Scott Winton, recorded October 30, 2009, as Instrument No. 0930007, of Dona Ana County Clerk Records.**

21. **That portion of the 100 foot Crawford Spur Drain as shown on the plat of survey by Seco Engineering Co., dated October 12, 2000.**

22. **50 foot wide Crawford Lateral which transects said landfrom North to South as shown on play of survey by Seco Engeering Co, dated October 12, 2000.**

23. **8 foot concrete irrigation ditch adjacent to the 100 foot Crawford Spur Drain as shown on the plat of survey by Seco Engineering Co., dated October 12, 2000.**

24. **8 foot concrete irrigation ditch (abandoned) adjacent to the Westerly side of Crawford Lateral as shown on the plat of survey by Seco Engeering Co, dated October 12, 2000.**

25. **8 foot concrete irragation ditch adjacent to the Easterly side of Crawford Lateral as shown on the plat of survey by Seco Engeering Co, dated October 12, 2000.**

26. **10 foot wide graded dirt road adjacent to the Easterly side of Crawford Lateralas shown shown on the plat of survey by Seco Engeering Co, dated October 12, 2000.**

27. **Crawford Lateral affecting the Southerly 50 feet of Parcel 3 shown on the plat of survey by Seco Engeering Co, dated October 12, 2000.**

28. **8 foot concrete irrigation ditch along the northerly property line of parcel 1 as shown on the plat of survey by Seco Engeering Co, dated October 12, 2000.**

29. **Reservation of all minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed.**

30. Any inaccuracy in the area, square footage, or acreage of land described in Schedule "A" or attached plat, if any. The Company does not represent or insure the area, square footage, or acreage of the land.

31. Rights of parties under any unrecorded rental or lease agreements.

32. The policy for the property described in Schedule A shall not include any mobile home or other manufactured housing located thereon.

Standard exceptions 1, 2, 3 and/or 4 may be deleted from any policy upon compliance with all provisions of the applicable rules, upon payment of all additional premiums required by the applicable rules, upon receipt of the required documents, and upon compliance with the company's underwriting standards for each such deletion. Standard exception 5 may be deleted from the policy if the name insured in the case of an owner's policy, or the vestee, in the case of a leasehold or loan policy, is a corporation, a partnership, or other artificial entity, or a person holding title as trustee.

PRIVACY NOTICE – CAMINO REAL ABSTRACT & TITLE COMPANY

WHAT DOES CAMINO REAL ABSTRACT & TITLE COMPANY DO WITH YOUR PERSONAL INFORMATION?

Federal and applicable state law and regulations give consumers the right to limit some but not all sharing. Federal and applicable state law regulations also require us to tell you how we collect, share, and protect your personal information. Please read this notice carefully to understand how we use your personal information. This privacy notice is distributed on behalf of Camino Real Abstract & Title Company, pursuant to Title V of the Gramm-Leach-Bliley Act (GLBA).

The types of personal information we collect and share depend on the product or service that you have sought through us. This information can include social security numbers and driver's license number.

All financial companies, such as Camino Real Abstract & Title Company, need to share customers' personal information to run their everyday business—to process transactions and maintain customer accounts. In the section below, we list the reasons that we can share customers' personal information; the reasons that we choose to share; and whether you can limit this sharing.

Reasons we can share your personal information	Do we share?	Can you limit this sharing?
For our everyday business purposes— to process your transactions and maintain your account. This may include running the business and managing customer accounts, such as processing transactions, mailing, and auditing services, and responding to court orders and legal investigations.	Yes	No
For our marketing purposes— to offer our products and services to you.	Yes	No
For joint marketing with other financial companies	No	We don't share
For our affiliates' everyday business purposes— information about your transactions and experiences. Affiliates are companies related by common ownership or control. They can be financial and nonfinancial companies.	Yes	No
For our affiliates' everyday business purposes— information about your creditworthiness.	No	We don't share
For our affiliates to market to you	Yes	No
For nonaffiliates to market to you. Nonaffiliates are companies not related by common ownership or control. They can be financial and nonfinancial companies.	No	We don't share

We may disclose your personal information to our affiliates or to nonaffiliates as permitted by law. If you request a transaction with a nonaffiliate, such as a third-party insurance company, we will disclose your personal information to that nonaffiliate.

Sharing practices	
How often does Camino Real Abstract & Title Company notify me about their practices?	We must notify you about our sharing practices when you request a transaction.
How does Camino Real Abstract & Title Company protect my personal information?	To protect your personal information from unauthorized access and use, we use security measures that comply with federal and state law. These measures include computer, file, and building safeguards.
How does Camino Real Abstract & Title Company collect my personal information?	We collect your personal information, for example, when you • request insurance-related services • provide such information to us We also collect your personal information from others, such as the real estate agent or lender involved in your transaction, credit reporting agencies, affiliates or other companies.
What sharing can I limit?	Although federal and state law give you the right to limit sharing (e.g., opt out) in certain instances, we do not share your personal information in those instances.

Contact Us	If you have any questions about this privacy notice, please contact us at: Camino Real Abstract & Title Company, Privacy Officer, 6701 N Mesa, El Paso, TX 79912

RESOLUTION

A RESOLUTION OF THE EL PASO WATER UTILITIES PUBLIC SERVICE BOARD (EPWATER) TO AWARD THE SALE OF APPROXIMATELY 400.25 ACRES OF LAND, LEGALLY DESCRIBED AS CONSISTING OF Parcel 1: A tract of land situate North of Berino, Dona Ana County, New Mexico, in Section 2, T. 26S., R. 2E., N.M.P.M. of the U.S.R.S. Surveys, being U.S.R.S. Tract 22-44; Parcel 2: A tract of land situate North of Berino, Dona Ana County, New Mexico, in Section 1, T. 26S., R. 2E., N.M.P.M. of the U.S.R.S. Surveys, being part of U.S.R.S. Tract 24-7C1; Parcel 3: A tract of land situate North of Berino, Dona Ana County, New Mexico, in Section 1, T. 26S., R. 2E., N.M.P.M. of the U.S.R.S. Surveys, being part of U.S.R.S. Tract 22-59; Parcel 4: A tract of land situate North of Berino, Dona Ana County, New Mexico, in Section 1, T. 26S., R. 2E, N.M.P.M. of the U.S.R.S. Surveys, being part of U.S.R.S. Tract 24-7B2; Parcel 5: A tract of land situate North of Berino, Dona Ana County, New Mexico, in Section 1, and 12, T. 26S., R. 2E., N.M.P.M. of the U.S.R.S. Surveys, being part of U.S.R.S. Tract 24-7B2; Parcel 6: A tract of land situate North of Berino, Dona Ana County, New Mexico, in Sections 1 and 12, T. 26S., R. 2E., N.M.P.M. of the U.S.R.S. Surveys, being U.S.R.S. Tracts 24-7A, 24-7B3, 24-7B4 AND 24-7C1; and, Parcel 7: A tract of land situate North of Berino, Dona Ana County, New Mexico, in Section 1, T. 26S., R. 2E., N.M.P.M. of the U.S.R.S. Surveys, being part of U.S.R.S. Tract 22-59, DONA ANA COUNTY, NEW MEXICO, TO KOEADA FARMS, LLC., AND AUTHORIZING THE PRESIDENT/ CEO TO FORWARD THE RECOMMENDATION TO THE CITY AND SIGN ANY AND ALL DOCUMENTS NECESSARY TO COMPLETE THE SALE

WHEREAS, the El Paso Water Utilities Public Service Board holds certain real properties comprising the water, wastewater and drainage utility systems in its land inventory (collectively the "System"); and,

WHEREAS, on July 12, 2023, the El Paso Water Utilities Public Service Board approved the sale of land that has been declared inexpedient to the System through a real estate broker, in accordance with Texas Local Government Code Ann.§253.014(a)-(e), as amended.

NOW, THEREFORE, BE IT RESOLVED BY THE EL PASO WATER UTILITIES PUBLIC SERVICE BOARD OF THE CITY OF EL PASO, TEXAS:

Section 1. The recitations as set out in the preamble above are found to be true and correct and are hereby adopted by the El Paso Water Utilities Public Service Board and made a part of this Resolution for all purposes.

Section 2. That the El Paso Water Utilities Public Service Board recommends the land described below be sold to Koeada Farms, LLC., with the purchase offer for a total amount of $4,000,000.

Approximately 400.25 acres of land, legally described as consisting of Parcel 1: A tract of land situate North of Berino, Dona Ana County, New Mexico, in Section 2, T. 26S., R. 2E., N.M.P.M. of the U.S.R.S. Surveys, being U.S.R.S. Tract 22-44; Parcel 2: A tract of land situate North of Berino, Dona Ana County, New Mexico, in Section 1, T. 26S., R. 2E., N.M.P.M. of the U.S.R.S. Surveys, being part of U.S.R.S. Tract 24-7C1; Parcel 3: A tract of land situate North of Berino, Dona Ana County, New Mexico, in Section 1, T. 26S., R. 2E., N.M.P.M. of the U.S.R.S. Surveys, being part of U.S.R.S. Tract 22-59; Parcel 4: A tract of land situate North of Berino, Dona Ana County, New Mexico, in Section 1, T. 26S., R. 2E, N.M.P.M. of the U.S.R.S. Surveys, being part of U.S.R.S. Tract 24-7B2; Parcel 5: A tract of land situate North of Berino, Dona Ana County, New Mexico, in Section 1, and 12, T. 26S., R. 2E., N.M.P.M. of the U.S.R.S. Surveys, being part of U.S.R.S. Tract 24-7B2; Parcel 6: A tract of land situate North of Berino, Dona Ana County, New Mexico, in Sections 1 and 12, T. 26S., R. 2E., N.M.P.M. of the U.S.R.S. Surveys, being U.S.R.S.

Tracts 24-7A, 24-7B3, 24-7B4 AND 24-7C1; and, Parcel 7: A tract of land situate North of Berino, Dona Ana County, New Mexico, in Section 1, T. 26S., R. 2E., N.M.P.M. of the U.S.R.S. Surveys, being part of U.S.R.S. Tract 22-59, Dona Ana County, New Mexico.

Section 3. That the El Paso Water Utilities Public Service Board authorize the President/CEO to forward to the City the resolution of the El Paso Water Utilities Public Service Board that the above-described land be sold in accordance with state law and sign any and all documents necessary to complete the sale of the property to Koeada Farms, LLC.

PASSED, ADOPTED and APPROVED at a Regular Meeting of the El Paso Water Utilities Public Service Board of the City of El Paso, Texas, this 10th day of September 2025, at which meeting a quorum was present and which meeting was held in accordance with the provisions of V.T.C.A. Government Code, Sections 551.001, et. seq.

EL PASO WATER UTILITIES
PUBLIC SERVICE BOARD

Bryan Morris, Chair

ATTEST:

Stefanie Block-Uribarri, Secretary-Treasurer

APPROVED AS TO FORM:

Daniel Ortiz, General Counsel

el paso WATER

An Ordinance authorizing the City Manager to sign a deed and any other documents necessary to convey approximately 400.25 acres of land legally described as:

Parcel 1: A tract of land situate North of Berino, Dona Ana County, New Mexico, in Section 2, T. 26S., R. 2E., N.M.P.M. of the U.S.R.S. Surveys, being U.S.R.S. Tract 22-44;

Parcel 2: A tract of land situate North of Berino, Dona Ana County, New Mexico, in Section 1, T. 26S., R. 2E., N.M.P.M. of the U.S.R.S. Surveys, being part of U.S.R.S. Tract 24-7C1;

Parcel 3: A tract of land situate North of Berino, Dona Ana County, New Mexico, in Section 1, T. 26S., R. 2E., N.M.P.M. of the U.S.R.S. Surveys, being part of U.S.R.S. Tract 22-59;

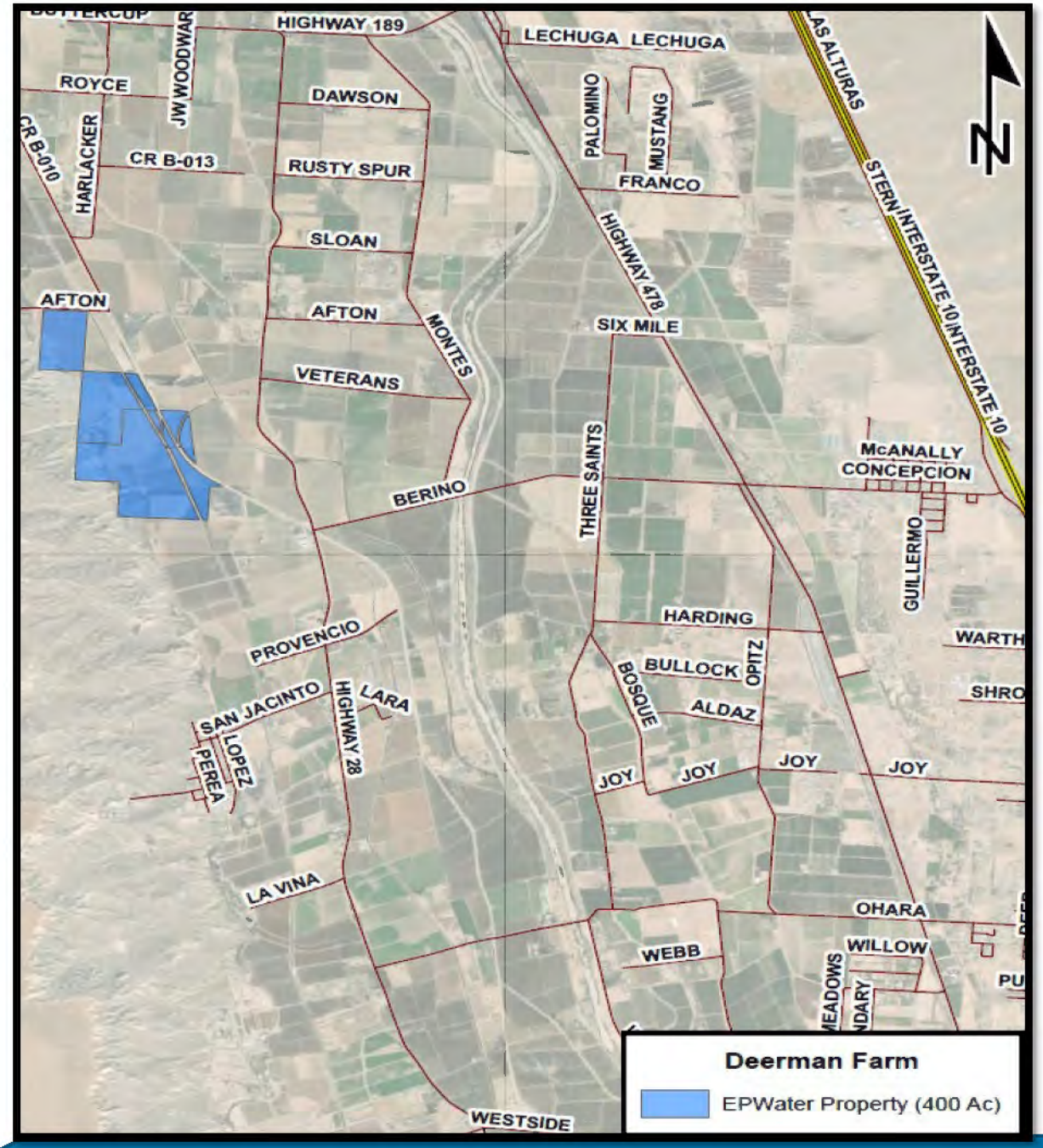
Parcel 4: A tract of land situate North of Berino, Dona Ana County, New Mexico, in Section 1, T. 26S., R. 2E, N.M.P.M. of the U.S.R.S. Surveys, being part of U.S.R.S. Tract 24-7B2;

Parcel 5: A tract of land situate North of Berino, Dona Ana County, New Mexico, in Section 1, and 12, T. 26S., R. 2E., N.M.P.M. of the U.S.R.S. Surveys, being part of U.S.R.S. Tract 24-7B2;

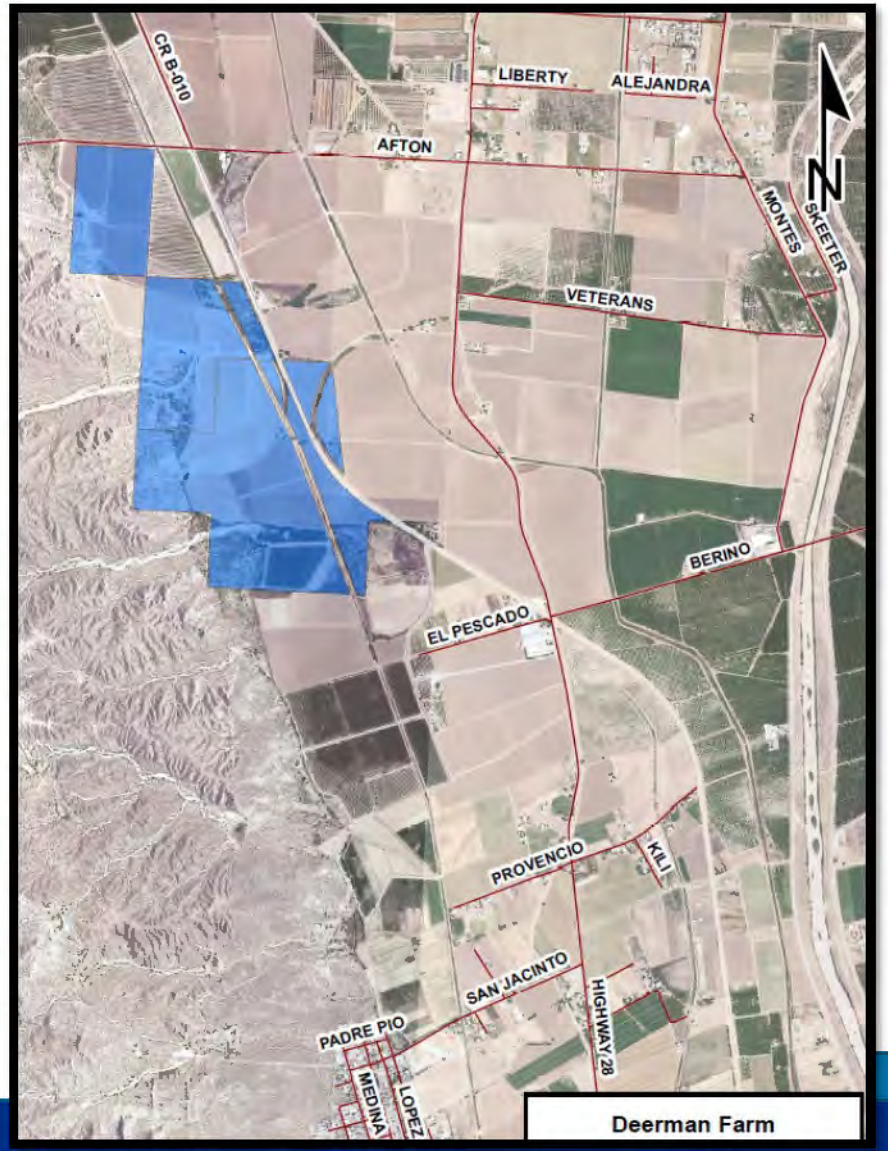
Parcel 6: A tract of land situate North of Berino, Dona Ana County, New Mexico, in Sections 1 and 12, T. 26S., R. 2E., N.M.P.M. of the U.S.R.S. Surveys, being U.S.R.S. Tracts 24-7A, 24-7B3, 24-7B4 AND 24-7C1; and,

Parcel 7: A tract of land situate North of Berino, Dona Ana County, New Mexico, in Section 1, T. 26S., R. 2E., N.M.P.M. of the U.S.R.S. Surveys, being part of U.S.R.S. Tract 22-59.

December 2025


HIGHWAY 189
LECHUGA LECHUGA
ROYCE
JW WOODWARD
DAWSON
PALOMINO
MUSTANG
LAS ALTURAS
STERN INTERSTATE 10 INTERSTATE 10
CR B-010
HARLACKER
CR B-013
RUSTY SPUR
FRANCO
HIGHWAY 478
SLOAN
AFTON
AFTON
MONTES
SIX MILE
VETERANS
THREE SAINTS
McANALLY
CONCEPCION
BERINO
GUILLERMO
HARDING
PROVENCIO
BULLOCK
OPITZ
BOSQUE
ALDAZ
SAN JACINTO
HIGHWAY 28
LARA
LOPEZ
PEREA
JOY
JOY
JOY
JOY
LA VINA
OHARA
WEBB
WILLOW
WESTSIDE
Deerman Farm
EPWater Property (400 Ac)

Sale of Real Property – EPWater Deerman Farm (Dona Ana County, NM)



- Koeada Farms, a New Mexico LLC.

- $4,000,000

File #: 26-0071, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.
No Title's, No emails. Please use ARIAL 10 Font.

District 4
El Paso Water, Rocio Alvarado, (915) 594-5493
El Paso Water, Alejandro Vidales, (915) 594-5636

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

An Ordinance authorizing the City Manager to sign a Deed and any other documents necessary to convey approximately 1,055.8691 acres of land for the sale price of $420,000.00; such real property is legally described as a portion of Sections 9, 15, 16, 17 and 18, Block 81, Township 1, Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County, Texas.

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

DEPARTMENT: El Paso Water

AGENDA DATE: 1/6/26

PUBLIC HEARING DATE: 1/20/26

CONTACT PERSON NAME: Rocio Alvarado **PHONE NUMBER:** 915-594-5493

2nd CONTACT PERSON NAME: Alejandro Vidales **PHONE NUMBER:** 915-594-5636

DISTRICT(S) AFFECTED: 4

STRATEGIC GOAL:

EPWater: Customer Satisfaction

SUBGOAL:

EPWater: Total Water Supply

SUBJECT:

Authorizing the City Manager to sign a Deed and any other documents necessary to convey to Texas Parks and Wildlife Department, a state agency whose address is 4200 Smith School Road, Austin, Texas 78744, approximately 1,055.8691 acres of land legally described as a portion of Sections 9, 15, 16, 17 and 18, Block 81, Township 1, Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County, Texas.

BACKGROUND / DISCUSSION:

The parcel of land is owned by the El Paso Water Utilities Public Service Board ("EPWater"), for and on behalf of the City of El Paso, a Texas municipal corporation, as part of its stormwater system (the "System"). On July 12, 2023, the Public Service Board declared the property inexpedient to the system and authorized the President/CEO of EPWater to proceed with the sale.

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

PRIOR COUNCIL ACTION:

Yes, the City Council approved a closely item related to this one.

On March 5, 2013 the City Council approved the sale of 658.2954 acres of land to the Texas Parks and Wildlife Department for $72,037.26

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)

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

DEPARTMENT HEAD: _____

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

REVISED
4:53 pm, Dec 10, 2025

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO SIGN A DEED AND ANY OTHER DOCUMENTS NECESSARY TO CONVEY APPROXIMATELY 1,055.8691 ACRES OF LAND LEGALLY DESCRIBED AS PORTION OF SECTIONS 9, 15, 16, 17 AND 18, BLOCK 81, TOWNSHIP 1, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, CITY OF EL PASO, EL PASO COUNTY, TEXAS.

WHEREAS, the El Paso Water Utilities Public Service Board ***("EPWater")***, for and on behalf of the City of El Paso, a Texas municipal corporation, holds certain real properties in its land inventory as part of stormwater system (collectively the **"System**"); and,

WHEREAS, at its regular meeting on July 12, 2023, the Public Service Board determined approximately 1,055.8691 acres of land legally described as portion of Sections 9, 15, 16, 17 and 18, Block 81, Township 1, Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County, Texas. (the "***Property***"), to be inexpedient to the system and that the Property should be sold in accordance with state law; and,

WHEREAS, the Texas Parks and Wildlife Department, a state agency whose address is 4200 Smith School Road, Austin, Texas 78744, has agreed to purchase the Property for the amount of $420,000; and,

WHEREAS, the El Paso City Council finds that it is in the public interest to convey the Property to Texas Parks and Wildlife Department, a state agency; and

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

That the City Manager is authorized to sign a Deed and any other necessary documents, in a form approved by the City Attorney's Office, for the sale of the following identified real property:

Approximately 1,055.8691 acres of land legally described as a portion of Sections 9, 15, 16, 17 and 18, Block 81, Township 1, Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County, Texas

(Signatures begin on following page)

PASSED AND APPROVED this _____day of _____, 2026.

CITY OF EL PASO

_____
Renard U. Johnson,
Mayor

ATTEST:

_____
Laura D. Prine,
City Clerk

APPROVED AS TO FORM:

_____
Roberta Brito
Assistant City Attorney

APPROVED AS TO FORM:

_____
Michaela Ainsa
Senior Assistant General Counsel

SPECIAL WARRANTY DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Effective Date: _____, 2026

Grantor: **THE EL PASO WATER UTILITIES – PUBLIC SERVICE BOARD, for and on behalf of the CITY OF EL PASO, a Texas municipal corporation**
1154 Hawkins Blvd.
El Paso, Texas 79925

Grantee: **TEXAS PARKS AND WILDLIFE DEPARTMENT, an agency of the STATE OF TEXAS**
4200 Smith School Road
Austin, Texas 78744

Consideration: TEN AND NO/100THS DOLLARS ($10.00), and other good and valuable consideration to the undersigned paid by Grantee, the receipt of which is hereby acknowledged.

Property (including any improvements):

That certain parcel of land located in El Paso County, Texas and more particularly legally described by metes and bounds shown in **Exhibit A**, attached hereto and incorporated herein by reference for a complete legal description, together with all improvements located on such land.

GRANTOR AND GRANTEE AGREE THAT GRANTEE IS ACCEPTING THE PROPERTY FROM GRANTOR IN ITS "AS IS, WHERE IS, AND WITH ALL FAULTS" CONDITION AND THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES, EXCEPT THE SPECIAL WARRANTY OF TITLE CONTAINED IN THIS DEED. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION OF THE PROPERTY.

This conveyance is made and accepted subject to the following:

RESERVATIONS AND EXCEPTIONS FROM CONVEYANCE:

1. Declaration of Restrictive Covenants filed of record document number 20210122486; and

2. The reservation by Grantor of easements to use and cross over, across, under and through the Property to install and maintain water, wastewater and stormwater facilities whenever it is necessary to provide service to the public as shown on **Exhibit B** attached hereto and incorporated fully herein. Provided, however, that in the event Grantee requests approval to cross or co-locate within such reserved easements for the sole or primary purpose of providing utilities or other services to Grantee's facilities on the Property, and the infrastructure for such utilities or other services will not interfere with Grantor's use of the easement, such approval by Grantor shall not be unreasonably withheld, and Grantor shall not charge Grantee or its

contractors or assigns a fee for such crossing or co-location.; and

3. Any and all restrictions, reservations, covenants, conditions, easements, right-of-way, and encumbrances, of record relating to the land in existence at the time of this conveyance; and

4. The reservation by Grantor of the right to access and construct storm water flow/sediment structures to control and maintain sediment flow sources generated along existing storm water flow paths located within the Property. Those facilities shall only be located in the flow path area within five hundred (500) feet of the Franklin Mountains State Parks boundary and the placement and design of such natural pollutant control structures shall be subject to review and approval by Texas Parks and Wildlife Department; such approval shall not be unreasonably denied. The Texas Parks and Wildlife Department shall not impound or divert surface water within or from any watercourse on the Property without prior authorization of Grantor; and

5. All severances, leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, affecting the Property appearing in the Public Records of El Paso, County, Texas at the time of this conveyance.

TO HAVE AND TO HOLD the above-described premises, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold the Property unto the Texas Parks and Wildlife Department, its successors and assigns forever, subject to the reservations, covenants, terms and conditions hereinabove made.

SIGNATURES ON FOLLOWING PAGE

EXECUTED to be effective as of the date first stated above by:

GRANTOR:

THE CITY OF EL PASO,
a Texas municipal corporation

By: _____
Name: Dionne Mack
Title: City Manager

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on the _____ day of _____, 2026, by **Dionne Mack**, City Manager of the City of El Paso.

_____
NOTARY PUBLIC, State of Texas

[GRANTOR SIGNATURES CONTINUE ON FOLLOWING PAGE]

EXECUTED to be effective as of the date first stated above by:

THE EL PASO WATER UTILITIES – PUBLIC SERVICE BOARD, a component unit of the CITY OF EL PASO, a Texas municipal corporation

By: _____
Name: John Balliew
Title: President/CEO

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on the 25th day of November, 2025, by **John Balliew**, President/CEO of El Paso Water Utilities .

IVONNE BENAVIDES
NOTARY PUBLIC
ID# 132618005
In and for the State of Texas
My Commission Expires
08-16-2028

_____
NOTARY PUBLIC, State of Texas

EXHIBIT "A"

BROCK & BUSTILLOS INC.
CIVIL ENGINEERS URBAN DESIGNERS LAND SURVEYORS

ROMAN BUSTILLOS, P.E.
President
RANDY P. BROCK, P.E.
Executive Vice President
SERGIO J. ADAME, P.E.
Vice President - Engineering
AARON ALVARADO, R.P.L.S.
Vice President - Surveying

TBPE Reg. No. F-737
TBPLS Reg. No. 101314-00

METES AND BOUNDS DESCRIPTION
"N.E. PARCEL WEST OF MARTIN LUTHER KING JR. BLVD."

A 1,055.8691 acres parcel situate within the corporate limits of the City of El Paso, El Paso County, Texas as a portion of Sections 9, 15, 16, 17 and 18, Block 81, Township 1, Texas & Pacific Railway Company Surveys, and being more particularly described by metes and bounds as follows.

COMMENCING at a 5/8 inch rebar found for the common corner of Sections 18, 19, 22 and 23, Block 81, Township 1, Texas & Pacific Railway Company Surveys; ***WHENCE,*** a 1/2 inch bent rebar found for the common corner of Sections 14, 15, 18 and 19, Block 81, Township 1, Texas & Pacific Railway Company Surveys, bears North 01°59'34" East, a distance of 5,292.59 feet; ***THENCE,*** following the section line common to said Sections 18 and 23, North 87°57'12" West, at a distance of 67.67 feet pass the west right-of-way line of Martin Luther King Jr. Boulevard (FM 3255) (160 feet wide) and continuing on for a total distance of 3,555.95 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for the southeast corner and the ***POINT OF BEGINNING*** of the parcel herein described;

THENCE, continuing along the section line common to said Sections 18 and 23, North 87°57'12" West, a distance of 1,723.01 feet to a 2 inch pipe in concrete found for the southwest corner of the parcel herein described, identical to the common corner of Sections 17, 18, 23 and 24, Block 81, Township 1, Texas and Pacific Railway Company Surveys; ***WHENCE,*** a 2 inch pipe in concrete found for the common corner of Sections 23, 24, 25 and 26, Block 81, Township 1, Texas and Pacific Railway Company Surveys bears, South 02°00'44" West, a distance of 5,286.34 feet;

THENCE, leaving the section line common to said Sections 18 and 23 and following the section line common to said Sections 17 and 18, North 01°59'10" East, a distance of 302.00 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

THENCE, leaving the section line common to said Sections 17 and 18, North 87°57'12" West, a distance of 295.16 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

THENCE, North 32°22'37" East, a distance of 261.86 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

THENCE, North 04°41'09" West, a distance of 538.09 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

THENCE, North 90°00'00" West, a distance of 347.08 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

THENCE, North 00°00'00" East, a distance of 717.27 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

THENCE, North 90°00'00" East, a distance of 344.35 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

THENCE, North 16°41'57" East, a distance of 399.75 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

THENCE, North 09°12'01" West, a distance of 1,401.21 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

THENCE, North 05°56'49" East, a distance of 470.09 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

THENCE, North 19°29'30" West, a distance of 1,377.61 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set on the section line common to said Sections 16 and 17;

THENCE, leaving the section line common to said Sections 16 and 17, North 21°48'05" East, a distance of 443.27 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

THENCE, North 41°38'01" East, a distance of 554.15 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

THENCE, North 12°12'02" West, a distance of 348.41 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

THENCE, South 82°20'00" West, a distance of 455.69 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

THENCE, North 07°40'00" West, a distance of 96.22 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

THENCE, North 43°45'09" East, a distance of 831.33 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

THENCE, North 04°53'57" West, a distance of 323.32 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

THENCE, North 42°47'51" West, a distance of 505.51 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

THENCE, North 44°32'01" East, a distance of 162.91 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

THENCE, South 50°11'40" East, a distance of 358.24 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

THENCE, North 35°32'16" East, a distance of 158.35 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

THENCE, North 39°48'20" West, a distance of 618.21 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

THENCE, North 00°00'00" East, a distance of 371.84 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

THENCE, North 14°02'10" East, a distance of 151.79 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

THENCE, North 02°21'06" East, a distance of 773.95 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

THENCE, North 02°39'12" East, a distance of 1,212.57 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set on the section line common to said Sections 9 and 16;

THENCE, leaving the section line common to said Sections 9 and 16, North 02°06'21" East, a distance of 503.63 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for the northwest corner of the parcel herein described;

THENCE, South 87°53'41" East, a distance of 414.97 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set on the section line common to said Sections 9 and 10 for an angle point of the parcel herein described;

THENCE, following the section line common to said Sections 9 and 10, South 02°06'21" West, a distance of 508.30 feet to a 2 inch pipe in concrete found on the north boundary line of said Section 16, identical to the south common corner of said Sections 9 and 10;

THENCE, following the section line common to said Sections 10 and 16, South 87°14'59" East, at a distance of 270.00 feet pass a 1/2 inch rebar with illegible survey cap found for the north common corner of said Sections 15 and 16 and continuing on the section line common to said Sections 10 and 15 for a total distance of 5,378.40 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for the northeast corner of the parcel herein described;

THENCE, leaving the section line common to said Sections 10 and 15, South 01°35'40" West, a distance of 5,426.78 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set on the section line common to said Sections 15 and 18 for an angle point of the parcel herein described;

THENCE, following the section line common to said Sections 15 and 18, North 87°58'17" West, a distance of 2,627.69 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

THENCE, leaving the section line common to said Sections 15 and 18, South 02°01'43" West, a distance of 3,820.95 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

THENCE, North 87°57'12" West, a distance of 799.95 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

THENCE, South 01°59'10" West, a distance of 1,470.77 feet to the ***POINT OF BEGINNING***.

Said parcel containing 1,055.8691 acres (45,993,659.5 square feet), more or less, and being subject to all easements, restrictions and covenants of record.

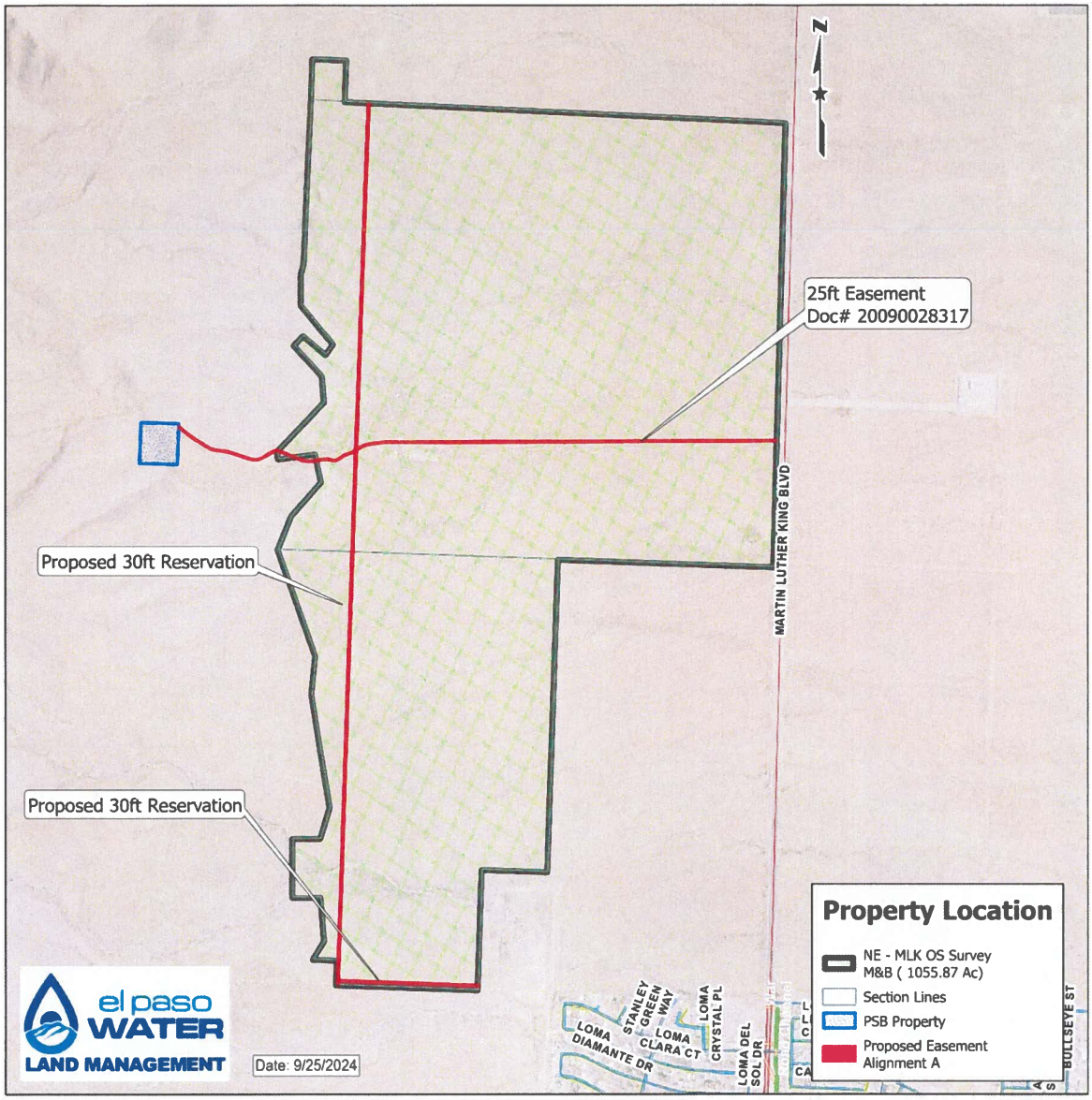
Aaron Alvarado, TX R. P. L. S. No. 6223
Date: April 06, 2022.
05896-149-1056AC-NE PARCEL-DESC



VICINITY MAP SCALE: 1"=5,000'
LEGEND
REFERENCE DOCUMENT
SURVEY NOTES
CERTIFICATION
P.S.R. NORTHEAST LAND
PARCELS TRANSFER SURVEY
BROCK & BUSTILLOS INC.

EXHBIT B

Approximate Easement Reservation Locations



CONTRACT FOR SALE

STATE OF TEXAS }

BY THIS AGREEMENT:

COUNTY OF El PASO }

The El Paso Water Utilities Public Service Board, for and on behalf of the City of El Paso, a Texas municipal corporation, ("SELLER"), whose address is 1154 Hawkins Blvd, El Paso, TX. 79925, agrees to convey by Special Warranty Deed to the Texas Parks and Wildlife Department ("BUYER"), a state agency whose address is 4200 Smith School Road, Austin, Texas 78744, and BUYER agrees to buy upon the terms and conditions set forth herein, a certain parcel of land containing approximately 1,054 acres, more or less, legally described as a portion of Block 81, Township 1, Sections 9, 15, 16, 17, and 18, and all of Section 15, Texas and Pacific RR Surveys, El Paso, El Paso County, Texas ("Property"), shown in Exhibit A attached hereto and incorporated herein, including all interest, if any, of SELLER, subject to the SELLER's Reservations and Exceptions to Conveyance enumerated hereinafter, in: (1) any strips and gores between the Property and abutting properties, whether owned or claimed by deed, limitations, or otherwise, and (2) any land lying in or under the bed of any creek, stream or waterway, and any land under any highway, road, easement, or railroad right-of-way or any other right-of-way on, across, or abutting the Property, and (3) any interest SELLER may have in any oil, gas, or other minerals in, on, or under the Property. The effective date of this Contract shall be the last date on which BUYER or SELLER executes this Contract as referenced below ("Effective Date").

This transaction was approved by the Texas Parks and Wildlife Commission voting in public session as required by the Texas Open Meetings Act on November 3, 2022.

This transaction was approved by the Public Service Board voting in public session as required by the Texas Open Meetings Act on July 12, 2023.

This transaction is contingent upon an approval by the City of El Paso City Council voting in public session as required by the Texas Open Meetings Act.

BOTH PARTIES AGREE TO THE FOLLOWING:

1. Amendment of Restrictive Covenants. The Property is subject to certain use restrictions found in a *Declaration of Restrictive Covenants* executed by the El Paso Water Utilities-Public Service Board on behalf of the City of El Paso on December 21, 2021 in the real property records for El Paso County, Texas under Document No. 202100122486. The real estate transaction contemplated herein is contingent on amendment by SELLER of such use restrictions that conflict with TPWD's future planned use of the Property, as agreed to by the parties in an *Agreement to Amend Restrictive Covenants* executed December 9, 2024, attached hereto as Exhibit B and incorporated herein for all purposes. If SELLER does not execute the amendment to such restrictions to BUYER's satisfaction at Closing,

BUYER may cancel this Contract. The SELLER shall record the amendment to the restrictions at its cost.

2. SELLER's Reservations and Exceptions from Conveyance. This conveyance is made and accepted subject to the following (the "Sellers Reservations and Exceptions to Conveyance"):

   i. Declaration of Restrictive Covenants filed of record document number 20210122486, as amended; and

   ii. The reservation by Grantor of easements to use and cross over, across, under and through the Property to install and maintain water, wastewater and stormwater facilities whenever it is necessary to provide service to the public as shown on Exhibit C attached hereto and incorporated fully herein, provided, however, that in the event Grantee requests approval to cross or co-locate within such reserved easements for the sole or primary purpose of providing utilities or other services to Grantee's facilities on the Property, and the infrastructure for such utilities or other services will not interfere with Grantor's use of the easement, such approval by Grantor shall not be unreasonably withheld, and Grantor shall not charge Grantee or its contractors or assigns a fee for such crossing or co-location.; and

   iii. Any and all restrictions, reservations, covenants, conditions, easements, right-of-way, and encumbrances, of record relating to the land in existence at the time of this conveyance; and

   iv. The reservation by Grantor of the right to access and construct storm water flow/sediment structures to control and maintain sediment flow sources generated along existing storm water flow paths located within the Property. Those facilities shall only be located in the flow path area within five hundred (500) feet of the Franklin Mountains State Parks boundary and the placement and design of such natural pollutant control structures shall be subject to review and approval by Texas Parks and Wildlife Department; such approval shall not be unreasonably denied. The Texas Parks and Wildlife Department shall not impound or divert surface water within or from any watercourse on the Property without prior authorization of Grantor; and

   v. All severances, leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, affecting the Property appearing in the Public Records of El Paso, County, Texas at the time of this conveyance.

3. Closing. Subject to the performance by both parties of their respective obligations and the

satisfaction of all conditions set forth herein, this transaction shall be closed ("Closing") within thirty (30) days of the approval of the El Paso City Council, or within 180 days of the execution of this contract, whichever event occurs later. SELLER agrees that the improvements on the Property, if any, shall be maintained in good order and repair between the date hereof and the date of Closing and same shall be delivered to BUYER at Closing in the same condition in which they are at the date of the execution of this Contract, reasonable wear and tear only excepted. Seller agrees to remove all personal property and trash debris from the property on or prior to the date of Closing.

4. Consideration. The consideration for the sale and conveyance of said Property is to be **$420,000.00**, said amount to be paid to SELLER by BUYER simultaneously with the conveyance of the Property to BUYER by SELLER.

5. Title. BUYER may furnish an Owner's Title Policy on said Property prepared by Mammoth Rock Title, 10657 Vista Del Sol Dr, Suite E., El Paso Texas 79935, Attn: Lori Phillips ("Title Company"). BUYER shall state to the SELLER and Title Company its objections, if any, to the title in writing within thirty (30) days from receipt of the title commitment. Thereafter, SELLER shall have a reasonable time not to exceed fourteen (14) days from the date such objections are stated to SELLER within which to cure such objections. SELLER has the option to cure all valid objections at SELLER's cost, and if SELLER fails to do so prior to closing or if the title is subject to encumbrances unacceptable to BUYER, BUYER may cancel this Contract or may waive any or all of such title objections or encumbrances and proceed to close this transaction.

6. Survey. SELLER shall provide an existing land survey of the Property. If an existing survey does not meet the requirements of the Title Company for Closing this transaction, SELLER, at SELLER's sole expense, shall obtain a new survey at least thirty (30) days prior to Closing. SELLER shall be responsible for the cost of deed preparation and recording.

7. Deed. This transaction shall be closed by Title Company, and SELLER agrees to deliver to Title Company a Special Warranty Deed, substantially in the form attached as Exhibit D properly executed, conveying title to the Property free and clear of all encumbrances except as provided herein at which time BUYER agrees to pay the consideration by delivering a state warrant in the full amount of the purchase price payable jointly to SELLER and Title Company. Possession of the Property shall be delivered immediately upon Closing.

8. Environmental Due Diligence. It is understood and agreed that BUYER may perform or cause to be performed an environmental audit, including "all appropriate inquiry" as that term is used in the Comprehensive Environmental Response, Compensation, and Liability Act, 42 U.S.C. Sec. 9601 (35) (B) (the "Environmental Audit") which must be completed within forty-five (45) days of the Effective Date (the "Audit Period"). If BUYER obtains

an Environmental Audit and is not satisfied with the findings, BUYER may terminate this Contract by providing SELLER written notice prior to the expiration of the Audit Period or, failing giving such timely notice to terminate shall be considered to have waived any or all of such objections and proceed to close this transaction. SELLER hereby grants access to the property for such inspection purposes. BUYER shall return the Property as nearly as practicable to the condition as it existed on the Effective Date. SELLER agrees to provide information as may be reasonably requested by BUYER in connection with the Environmental Audit.

9. Amendment. This contract may not be altered, changed, or amended except by a written agreement signed by all parties.

10. Counterparts. This contract may be executed in two or more counterparts, each of which will be deemed an original and all of which together will constitute one agreement.

11. SELLER is transferring the Property "AS-IS", without any warranties other than warranties of title contained in the Special Warranty Deed delivered at Closing.

12. **As required by Section 26.11, Texas Tax Code, Title Company shall determine the amount of property taxes due on the Property to the date of Closing and shall pay the taxes, at the time of Closing, from the proceeds of the sale.**

[signature page follows]

TEXAS PARKS AND WILDLIFE DEPARTMENT (BUYER)

Name: David Yoshowitz, PhD

Title: Executive Director

Date: October 1, 2025

The El Paso Water Utilities Public Service Board (SELLER)

Name: John E. Balliew, P.E.

Title: President / CEO

Date: September 8, 2025

EXHIBIT A

Plat of Property

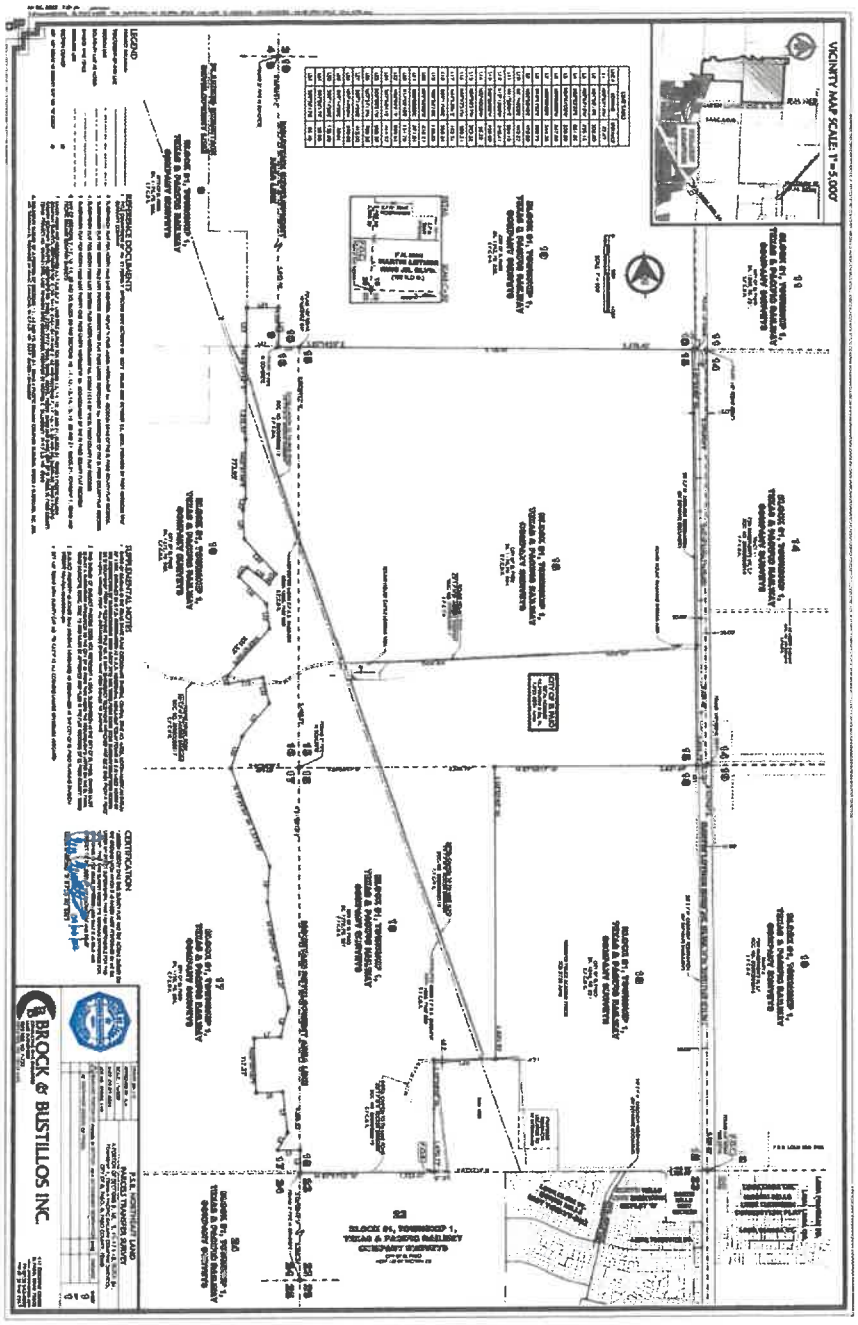


EXHIBIT B

Agreement to Amend Restrictive Covenants
December 9, 2024

AGREEMENT

This Agreement to Amend Restrictive Covenants (this "**Agreement**") is entered into as of the Effective Date by and between the EL PASO WATER UTILITIES-PUBLIC SERVICE BOARD, for and on behalf of the CITY OF EL PASO, a Texas municipal corporation (collectively, the "***PSB***" or "***EPWater***") and the TEXAS PARKS AND WILDLIFE DEPARTMENT, an agency of the STATE OF TEXAS ("***TPWD***"). The PSB/EPWater and TPWD may hereinafter be referred to collectively as the "***Parties,***" or individually as a "***Party,***" to this Agreement.

RECITALS

WHEREAS, the PSB, on behalf of the City of El Paso, Texas, has complete authority and control over that certain real property consisting of approximately one thousand and fifty-four (1,054) acres, and as more particularly described in **Exhibit A**, attached hereto and incorporated fully herein by reference (the "***Restricted Property***"); and

WHEREAS, on December 15, 2021, the PSB made a Declaration of Restrictive Covenants over the Restricted Property, which was recorded in the real property records of El Paso County, Texas under Document No.20210122486, in order that the Restricted Property remain substantially in its natural condition forever (the "***Declaration***"); and

WHEREAS, the Declaration was made such that the Restricted Property could be transferred or otherwise disposed of subject to certain Restrictive Covenants, which run with the Restricted Property and are binding on successors in interest to the PSB; and

WHEREAS, the Declaration may be amended by a recorded document signed by the PSB (or its successors in interest) after written approval by Resolution and formal action by the PSB; and

WHEREAS, the TPWD, an agency of the state of Texas, is interested in purchasing the Restricted Property from the PSB for an addition to Franklin Mountains State Park, and negotiations between TPWD and the PSB are ongoing (the "***Potential Purchase***"); and

WHEREAS, in order for TPWD to complete the Potential Purchase, it must be ensured that TPWD is able to operate the Restricted Property, which requires certain of the Restrictive Covenants in the Declaration to be amended, such amendments defined as the "*Amendments*" herein below; and

WHEREAS, TPWD sought preliminary approval by the PSB of the Amendments, and, at the Public Service Board meeting held on October 9, 2024, the PSB considered and approved the Amendments to be made to the Declaration pursuant to the terms and conditions contained in this Agreement (the "***PSB Approval***"); and

NOW, THERFORE, for such good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

I. **Conditions.** The PSB Approval allows for the Amendments contained in Section II of this Agreement to be made to the Declaration only after the closing of the Potential Purchase of the Restricted Property by the TWPD (the "***Closing***"). If the Closing does not take place

pursuant to a duly executed agreement between the PSB and the TWPD for the Potential Purchase, the PSB shall not be obligated to make the Amendments.

II. **Amendments to the Declaration.** The PSB Approval allows for the following Amendments to be made to the Declaration after the Closing (collectively, the "***Amendments***"). The Parties acknowledge and agree that the final wording of the Amendments will be subject to agreement of the Parties:

Amendment 1. Amend provision 2(a) General, to remove the prohibition on "removal of natural materials" so that TPWD may manage and remove exotic vegetation as needed and hunted animals. Amend language regarding development of the Restricted Property to clarify that TPWD's future use, to include construction of trails, trailheads and parking lots, and roads, does not constitute prohibited development for "residential, industrial, or commercial activity."

Amendment 2. Amend provision 2(c) Trees/Vegetation, to remove the prohibition on "clearing, burning, cutting, or destroying of trees or vegetation, except removal or trimming of vegetation hazardous to person or property, or of timber downed or damaged due to natural disaster, or as required by law." TPWD must have the discretion to conduct vegetation management in accordance with the agency mission and goals, and to conduct habitat restoration projects.

Amendment 3. Amend provision 2(e) Uses/Easements, to clarify that the PSB shall only retain the right to install and operate existing and future infrastructure within defined easement areas, either by (i) reservation by the PSB from the conveyance to TPWD in the Potential Purchase, which shall include rights of ingress and egress for maintenance and operations and shall prohibit obstruction of or interference with the reserved areas; (ii) or by future grant by the Texas Parks and Wildlife Commission of an easement(s) for EPWater infrastructure that may be necessary in the future, as determined in the sole discretion of the PSB. TPWD agrees not to unreasonably withhold the grant of such easements. The amendment shall also clarify that the PSB does not retain the right to undertake agricultural, animal grazing, small-scale enterprises, landscape and garden uses, or recreational uses on the Restricted Property, but that TPWD shall have the right to undertake such activities to the extent that they are not otherwise inconsistent with the Declaration.

Amendment 4. Amend provisions 2(g) to remove the prohibition on creating and maintaining walking and biking trails and trailheads without prior consent of the PSB.

Amendment 5. Remove provision 2(h)-(i), Pest Control, and Vehicle Use.

Amendment 6. Amend provision 2(j), Other Prohibitions, to allow TPWD to use the Restricted Property in accordance with its mission and planned future use of the Restricted Property as part of the state park system.

Amendment 7. Provision 3(c) shall be amended or removed as necessary to clarify that the PSB does not retain ownership of the fee simple estate upon the Restricted Property subsequent to transferring the property to TPWD.

III. The Parties agree that the Declaration, as amended pursuant to the terms of this

Agreement, shall be finalized and filed in the real property records of El Paso County, Texas no later than sixty (60) days after the Closing.

This Agreement shall be deemed effective on the date on which it is fully executed by the Parties hereto (the "***Effective Date***").

[Signatures Begin on the Following Page]

This Agreement is **EXECUTED** by:

THE PSB:

THE EL PASO WATER UTILITIES'- PUBLIC SERVICE BOARD, for and on behalf of the CITY OF EL PASO, a Texas municipal corporation

John Ba[illegible], President/CEO

Date: 12/9/24

APPROVED AS TO FORM:

Michaela Ainsa,
Senior Asst General Counsel

APPROVED AS TO CONTENT:

Alejandro Vidales, Utility Land and Water Rights Manager

[TPWD Signature Contained on the Following Page]

This Agreement is **EXECUTED** by:

TPWD:

TEXAS PARKS AND WILDLIFE DEPARTMENT

Name: David Yoskowitz, Ph. D.

Its: Executive Director

Date: 11/19/2024

EXHIBIT A
The Restricted Property

BROCK & BUSTILLOS INC.
CIVIL ENGINEERS URBAN DESIGNERS LAND SURVEYORS

METES AND BOUNDS DESCRIPTION
"N.E. PARCEL WEST OF MARTIN LUTHER KING JR. BLVD."

A 1,055.8691 acres parcel situate within the corporate limits of the City of El Paso, El Paso County, Texas as a portion of Sections 9, 15, 16, 17 and 18, Block 81, Township 1, Texas & Pacific Railway Company Surveys, and being more particularly described by metes and bounds as follows.

COMMENCING at a 5/8 inch rebar found for the common corner of Sections 18, 19, 22 and 23, Block 81, Township 1, Texas & Pacific Railway Company Surveys; ***WHENCE,*** a 1/2 inch bent rebar found for the common corner of Sections 14, 15, 18 and 19, Block 81, Township 1, Texas & Pacific Railway Company Surveys, bears North 01°59'34" East, a distance of 5,292.59 feet; ***THENCE,*** following the section line common to said Sections 18 and 23, North 87°57'12" West, at a distance of 67.67 feet pass the west right-of-way line of Martin Luther King Jr. Boulevard (FM 3255) (160 feet wide) and continuing on for a total distance of 3,555.95 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for the southeast corner and the ***POINT OF BEGINNING*** of the parcel herein described;

THENCE, continuing along the section line common to said Sections 18 and 23, North 87°57'12" West, a distance of 1,723.01 feet to a 2 inch pipe in concrete found for the southwest corner of the parcel herein described, identical to the common corner of Sections 17, 18, 23 and 24, Block 81, Township 1, Texas and Pacific Railway Company Surveys; ***WHENCE,*** a 2 inch pipe in concrete found for the common corner of Sections 23, 24, 25 and 26, Block 81, Township 1, Texas and Pacific Railway Company Surveys bears, South 02°00'44" West, a distance of 5,286.34 feet;

THENCE, leaving the section line common to said Sections 18 and 23 and following the section line common to said Sections 17 and 18, North 01°59'10" East, a distance of 302.00 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

THENCE, leaving the section line common to said Sections 17 and 18, North 87°57'12" West, a distance of 295.16 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

THENCE, North 32°22'37" East, a distance of 261.86 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

THENCE, North 04°41'09" West, a distance of 538.09 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

THENCE, North 90°00'00" West, a distance of 347.08 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

THENCE, North 00°00'00" East, a distance of 717.27 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

THENCE, North 90°00'00" East, a distance of 344.35 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

THENCE, North 16°41'57" East, a distance of 399.75 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

THENCE, North 09°12'01" West, a distance of 1,401.21 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

THENCE, North 05°56'49" East, a distance of 470.09 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

THENCE, North 19°29'30" West, a distance of 1,377.61 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set on the section line common to said Sections 16 and 17;

THENCE, leaving the section line common to said Sections 16 and 17, North 21°48'05" East, a distance of 443.27 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

THENCE, North 41°38'01" East, a distance of 554.15 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

THENCE, North 12°12'02" West, a distance of 348.41 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

THENCE, South 82°20'00" West, a distance of 455.69 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

THENCE, North 07°40'00" West, a distance of 96.22 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

THENCE, North 43°45'09" East, a distance of 831.33 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

THENCE, North 04°53'57" West, a distance of 323.32 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

THENCE, North 42°47'51" West, a distance of 505.51 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

THENCE, North 44°32'01" East, a distance of 162.91 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

THENCE, South 50°11'40" East, a distance of 358.24 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

THENCE, North 35°32'16" East, a distance of 158.35 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

THENCE, North 39°48'20" West, a distance of 618.21 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

THENCE, North 00°00'00" East, a distance of 371.84 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

THENCE, North 14°02'10" East, a distance of 151.79 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

THENCE, North 02°21'06" East, a distance of 773.95 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

THENCE, North 02°39'12" East, a distance of 1,212.57 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set on the section line common to said Sections 9 and 16;

THENCE, leaving the section line common to said Sections 9 and 16, North 02°06'21" East, a distance of 503.63 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for the northwest corner of the parcel herein described;

THENCE, South 87°53'41" East, a distance of 414.97 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set on the section line common to said Sections 9 and 10 for an angle point of the parcel herein described;

THENCE, following the section line common to said Sections 9 and 10, South 02°06'21" West, a distance of 508.30 feet to a 2 inch pipe in concrete found on the north boundary line of said Section 16, identical to the south common corner of said Sections 9 and 10;

THENCE, following the section line common to said Sections 10 and 16, South 87°14'59" East, at a distance of 270.00 feet pass a 1/2 inch rebar with illegible survey cap found for the north common corner of said Sections 15 and 16 and continuing on the section line common to said Sections 10 and 15 for a total distance of 5,378.40 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for the northeast corner of the parcel herein described;

THENCE, leaving the section line common to said Sections 10 and 15, South 01°35'40" West, a distance of 5,426.78 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set on the section line common to said Sections 15 and 18 for an angle point of the parcel herein described;

THENCE, following the section line common to said Sections 15 and 18, North 87°58'17" West, a distance of 2,627.69 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

THENCE, leaving the section line common to said Sections 15 and 18, South 02°01'43" West, a distance of 3,820.95 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

THENCE, North 87°57'12" West, a distance of 799.95 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

THENCE, South 01°59'10" West, a distance of 1,470.77 feet to the ***POINT OF BEGINNING.***

Said parcel containing 1,055.8691 acres (45,993,659.5 square feet), more or less, and being subject to all easements, restrictions and covenants of record.

Aaron Alvarado, TX R. P. L. S. No. 6223
Date: April 06, 2022.
05896-149-1056AC-NE PARCEL-DESC



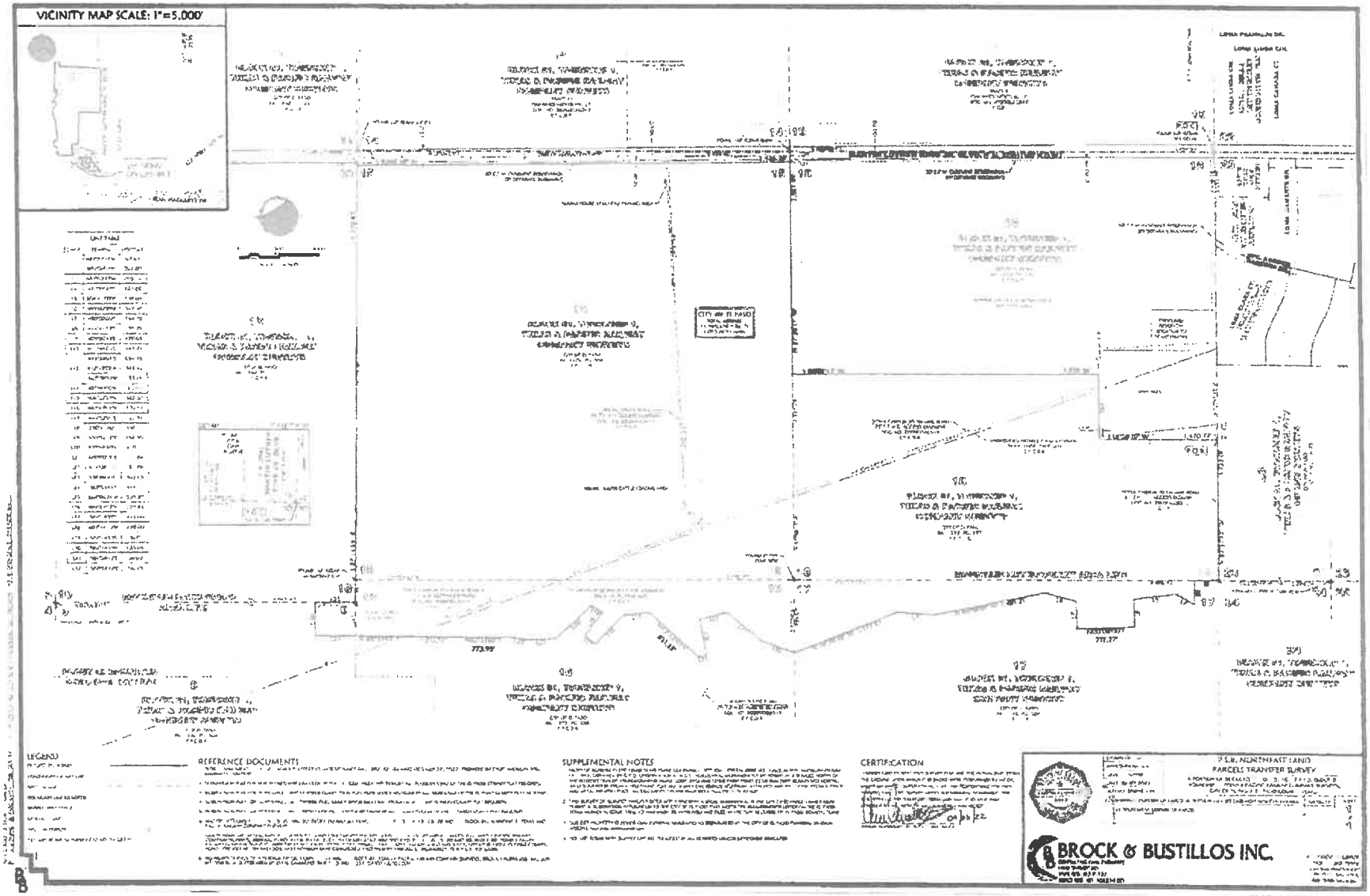

VICINITY MAP SCALE: 1"=5,000'
LEGEND
REFERENCE DOCUMENTS
SUPPLEMENTAL NOTES
CERTIFICATION
T.S.R. NORTHEAST LAND
PARCEL TRANSFER SURVEY
BROCK & BUSTILLOS INC.

EXHIBIT C

Approximate Easement Reservation Locations

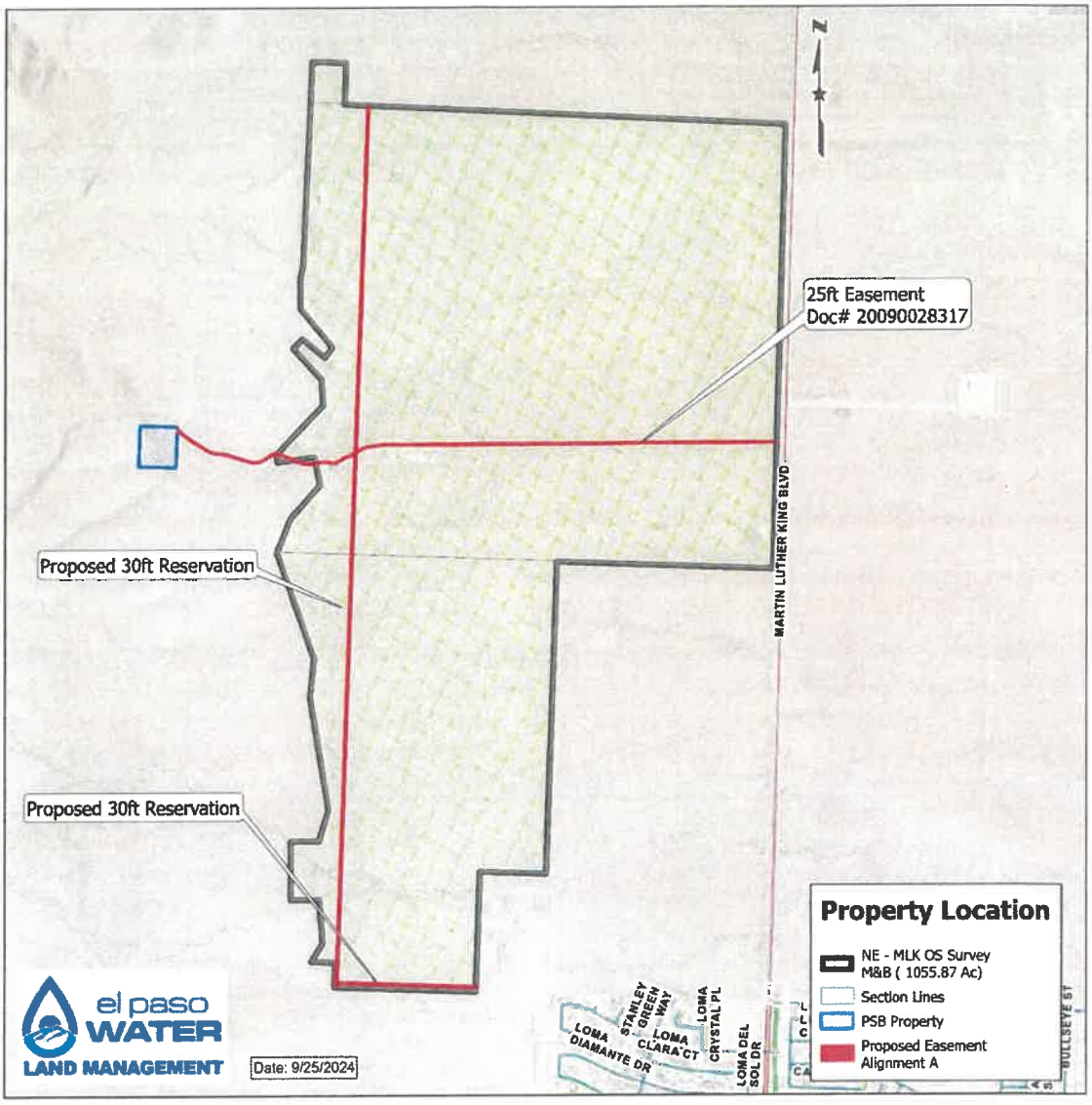


Exhibit D

SPECIAL WARRANTY DEED

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM THIS INSTRUMENT BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.

Effective Date: Exhibit Only, 2025

Grantor: **THE EL PASO WATER UTILITIES – PUBLIC SERVICE BOARD, for and on behalf of the CITY OF EL PASO, a Texas municipal corporation**
1154 Hawkins Blvd.
El Paso, Texas 79925

Grantee: **TEXAS PARKS AND WILDLIFE DEPARTMENT, an agency of the STATE OF TEXAS**
4200 Smith School Road
Austin, Texas 78744

Consideration: TEN AND NO/100THS DOLLARS ($10.00), and other good and valuable consideration to the undersigned paid by Grantee, the receipt of which is hereby acknowledged.

Property (including any improvements):

That certain parcel of land located in El Paso County, Texas and more particularly legally described by metes and bounds shown in **Exhibit A**, attached hereto and incorporated herein by reference for a complete legal description, together with all improvements located on such land.

GRANTOR AND GRANTEE AGREE THAT GRANTEE IS ACCEPTING THE PROPERTY FROM GRANTOR IN ITS "AS IS, WHERE IS, AND WITH ALL FAULTS" CONDITION AND THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES, EXCEPT THE SPECIAL WARRANTY OF TITLE CONTAINED IN THIS DEED. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION OF THE PROPERTY.

This conveyance is made and accepted subject to the following:

RESERVATIONS AND EXCEPTIONS FROM CONVEYANCE:

1. Declaration of Restrictive Covenants filed of record document number 20210122486; and

2. The reservation by Grantor of easements to use and cross over, across, under and through the Property to install and maintain water, wastewater and stormwater facilities whenever it is necessary to provide service to the public as shown on **Exhibit B** attached hereto and incorporated fully herein. Provided, however, that in the event Grantee requests approval to cross or co-locate within such reserved easements for the sole or primary purpose of providing utilities or other services to Grantee's facilities on the Property, and the infrastructure for such

utilities or other services will not interfere with Grantor's use of the easement, such approval by Grantor shall not be unreasonably withheld, and Grantor shall not charge Grantee or its contractors or assigns a fee for such crossing or co-location.; and

3. Any and all restrictions, reservations, covenants, conditions, easements, right-of-way, and encumbrances, of record relating to the land in existence at the time of this conveyance; and

4. The reservation by Grantor of the right to access and construct storm water flow/sediment structures to control and maintain sediment flow sources generated along existing storm water flow paths located within the Property. Those facilities shall only be located in the flow path area within five hundred (500) feet of the Franklin Mountains State Parks boundary and the placement and design of such natural pollutant control structures shall be subject to review and approval by Texas Parks and Wildlife Department; such approval shall not be unreasonably denied. The Texas Parks and Wildlife Department shall not impound or divert surface water within or from any watercourse on the Property without prior authorization of Grantor; and

5. All severances, leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, affecting the Property appearing in the Public Records of El Paso, County, Texas at the time of this conveyance.

TO HAVE AND TO HOLD the above-described premises, together with all and singular the rights and appurtenances thereto in any way belonging, to have and to hold the Property unto the Texas Parks and Wildlife Department, its successors and assigns forever, subject to the reservations, covenants, terms and conditions hereinabove made.

SIGNATURES ON FOLLOWING PAGE

EXECUTED to be effective as of the date first stated above by:

GRANTOR:

THE CITY OF EL PASO,
a Texas municipal corporation

Exhibit Only

By: _____
Name: Dionne Mack
Title: City Manager

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on the _____ day of _____, 2025, by **Dionne Mack**, City Manager of the City of El Paso.

Exhibit Only

_____
NOTARY PUBLIC, State of Texas

[GRANTOR SIGNATURES CONTINUE ON FOLLOWING PAGE]

EXECUTED to be effective as of the date first stated above by:

THE EL PASO WATER UTILITIES – PUBLIC SERVICE BOARD, a component unit of the CITY OF EL PASO, a Texas municipal corporation

EXHIBIT ONLY

By: _____
Name: John Balliew
Title: President/CEO

THE STATE OF TEXAS §
§
COUNTY OF EL PASO §

This instrument was acknowledged before me on the _____ day of _____, 2025, by **John Balliew**, President/CEO of El Paso Water Utilities .

EXHIBIT ONLY

_____
NOTARY PUBLIC, State of Texas

EXHIBIT "A"

BROCK & BUSTILLOS INC.
CIVIL ENGINEERS URBAN DESIGNERS LAND SURVEYORS

ROMAN BUSTILLOS, P.E.
President
RANDY P. BROCK, P.E.
Executive Vice President
SERGIO J. ADAME, P.E.
Vice President - Engineering
AARON ALVARADO, R.P.L.S.
Vice President - Surveying

TBPE Reg. No. F-737
TBPLS Reg. No. 101314-00

METES AND BOUNDS DESCRIPTION
"N.E. PARCEL WEST OF MARTIN LUTHER KING JR. BLVD."

A 1,055.8691 acres parcel situate within the corporate limits of the City of El Paso, El Paso County, Texas as a portion of Sections 9, 15, 16, 17 and 18, Block 81, Township 1, Texas & Pacific Railway Company Surveys, and being more particularly described by metes and bounds as follows.

COMMENCING at a 5/8 inch rebar found for the common corner of Sections 18, 19, 22 and 23, Block 81, Township 1, Texas & Pacific Railway Company Surveys; ***WHENCE,*** a 1/2 inch bent rebar found for the common corner of Sections 14, 15, 18 and 19, Block 81, Township 1, Texas & Pacific Railway Company Surveys, bears North 01°59'34" East, a distance of 5,292.59 feet; ***THENCE,*** following the section line common to said Sections 18 and 23, North 87°57'12" West, at a distance of 67.67 feet pass the west right-of-way line of Martin Luther King Jr. Boulevard (FM 3255) (160 feet wide) and continuing on for a total distance of 3,555.95 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for the southeast corner and the ***POINT OF BEGINNING*** of the parcel herein described;

THENCE, continuing along the section line common to said Sections 18 and 23, North 87°57'12" West, a distance of 1,723.01 feet to a 2 inch pipe in concrete found for the southwest corner of the parcel herein described, identical to the common corner of Sections 17, 18, 23 and 24, Block 81, Township 1, Texas and Pacific Railway Company Surveys; ***WHENCE,*** a 2 inch pipe in concrete found for the common corner of Sections 23, 24, 25 and 26, Block 81, Township 1, Texas and Pacific Railway Company Surveys bears, South 02°00'44" West, a distance of 5,286.34 feet;

THENCE, leaving the section line common to said Sections 18 and 23 and following the section line common to said Sections 17 and 18, North 01°59'10" East, a distance of 302.00 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

THENCE, leaving the section line common to said Sections 17 and 18, North 87°57'12" West, a distance of 295.16 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

THENCE, North 32°22'37" East, a distance of 261.86 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

THENCE, North 04°41'09" West, a distance of 538.09 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

THENCE, North 90°00'00" West, a distance of 347.08 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

THENCE, North 00°00'00" East, a distance of 717.27 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

THENCE, North 90°00'00" East, a distance of 344.35 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

THENCE, North 16°41'57" East, a distance of 399.75 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

THENCE, North 09°12'01" West, a distance of 1,401.21 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

THENCE, North 05°56'49" East, a distance of 470.09 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

THENCE, North 19°29'30" West, a distance of 1,377.61 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set on the section line common to said Sections 16 and 17;

THENCE, leaving the section line common to said Sections 16 and 17, North 21°48'05" East, a distance of 443.27 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

THENCE, North 41°38'01" East, a distance of 554.15 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

THENCE, North 12°12'02" West, a distance of 348.41 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

THENCE, South 82°20'00" West, a distance of 455.69 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

THENCE, North 07°40'00" West, a distance of 96.22 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

THENCE, North 43°45'09" East, a distance of 831.33 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

THENCE, North 04°53'57" West, a distance of 323.32 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

THENCE, North 42°47'51" West, a distance of 505.51 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

THENCE, North 44°32'01" East, a distance of 162.91 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

THENCE, South 50°11'40" East, a distance of 358.24 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

THENCE, North 35°32'16" East, a distance of 158.35 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

THENCE, North 39°48'20" West, a distance of 618.21 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

THENCE, North 00°00'00" East, a distance of 371.84 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

THENCE, North 14°02'10" East, a distance of 151.79 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

THENCE, North 02°21'06" East, a distance of 773.95 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

THENCE, North 02°39'12" East, a distance of 1,212.57 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set on the section line common to said Sections 9 and 16;

THENCE, leaving the section line common to said Sections 9 and 16, North 02°06'21" East, a distance of 503.63 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for the northwest corner of the parcel herein described;

THENCE, South 87°53'41" East, a distance of 414.97 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set on the section line common to said Sections 9 and 10 for an angle point of the parcel herein described;

THENCE, following the section line common to said Sections 9 and 10, South 02°06'21" West, a distance of 508.30 feet to a 2 inch pipe in concrete found on the north boundary line of said Section 16, identical to the south common corner of said Sections 9 and 10;

THENCE, following the section line common to said Sections 10 and 16, South 87°14'59" East, at a distance of 270.00 feet pass a 1/2 inch rebar with illegible survey cap found for the north common corner of said Sections 15 and 16 and continuing on the section line common to said Sections 10 and 15 for a total distance of 5,378.40 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for the northeast corner of the parcel herein described;

THENCE, leaving the section line common to said Sections 10 and 15, South 01°35'40" West, a distance of 5,426.78 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set on the section line common to said Sections 15 and 18 for an angle point of the parcel herein described;

THENCE, following the section line common to said Sections 15 and 18, North 87°58'17" West, a distance of 2,627.69 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

THENCE, leaving the section line common to said Sections 15 and 18, South 02°01'43" West, a distance of 3,820.95 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

THENCE, North 87°57'12" West, a distance of 799.95 feet to a 1/2 inch rebar with survey cap No. "TX 6223" set for an angle point of the parcel herein described;

THENCE, South 01°59'10" West, a distance of 1,470.77 feet to the ***POINT OF BEGINNING.***

Said parcel containing 1,055.8691 acres (45,993,659.5 square feet), more or less, and being subject to all easements, restrictions and covenants of record.

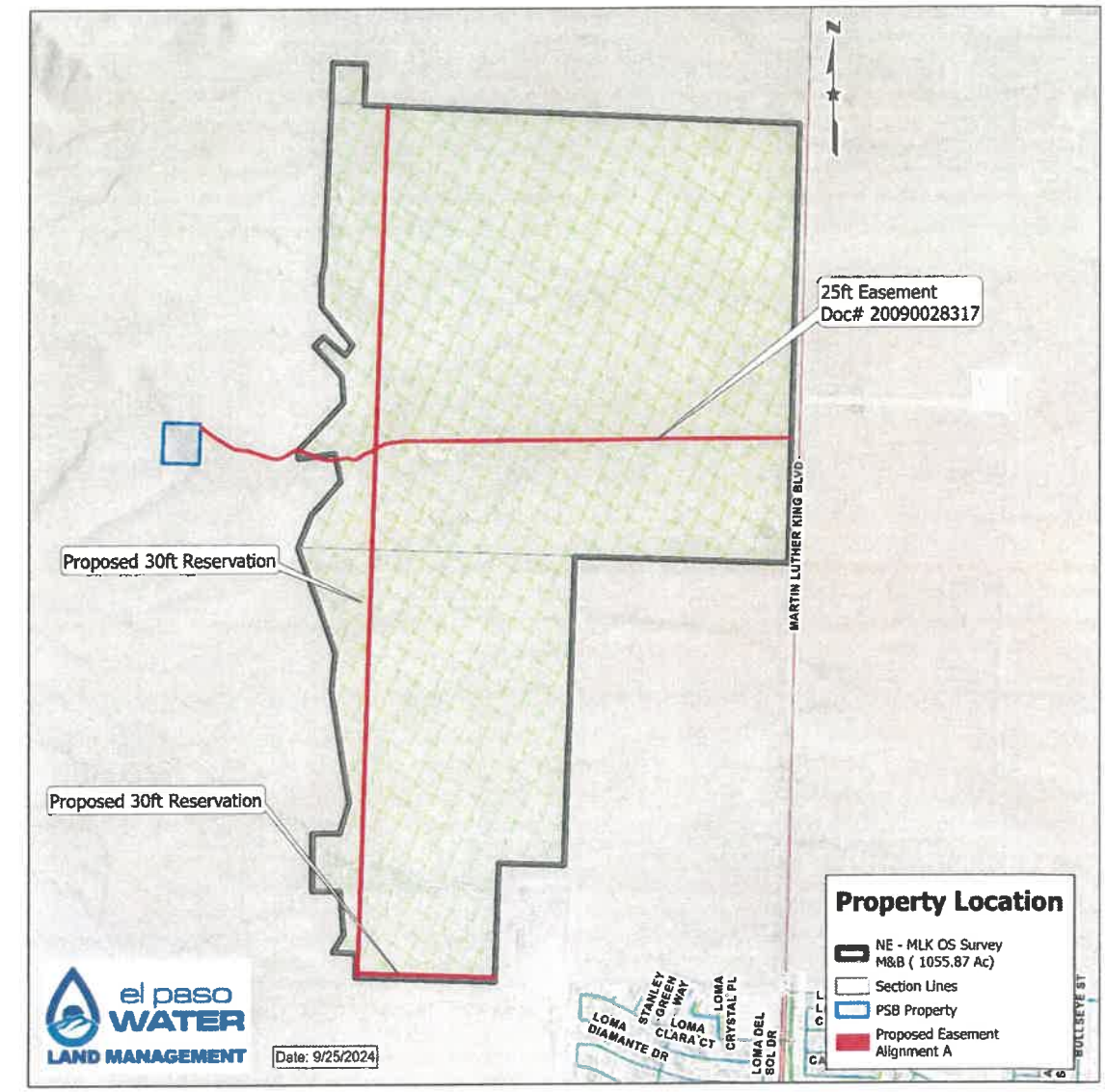
Aaron Alvarado, TX R. P. L. S. No. 6223
Date: April 06, 2022.
05896-149-1056AC-NE PARCEL-DESC



VICINITY MAP SCALE: 1"=5,000'
BROCK & BUSTILLOS INC.

EXHBIT B

Approximate Easement Reservation Locations



First American Title Guaranty Company	Commitment for Title Insurance (T-7) ISSUED BY **First American Title Guaranty Company**
Commitment	

THE FOLLOWING COMMITMENT FOR TITLE INSURANCE IS NOT VALID UNLESS YOUR NAME AND THE POLICY AMOUNT ARE SHOWN IN **SCHEDULE A** AND OUR AUTHORIZED REPRESENTATIVE HAS COUNTERSIGNED BELOW.

We **FIRST AMERICAN TITLE GUARANTY COMPANY** will issue our title insurance policy or policies (the Policy) to You (the proposed insured) upon payment of the premium and other charges due, and compliance with the requirements in Schedule C. Our Policy will be in the form approved by the Texas Department of Insurance at the date of issuance, and will insure your interest in the land described in Schedule A. The estimated premium for our Policy and applicable endorsements is shown on Schedule D. There may be additional charges such as recording fees, and expedited delivery expenses.

This Commitment ends ninety (90) days from the effective date, unless the Policy is issued sooner, or failure to issue the Policy is our fault. Our liability and obligations to you are under the express terms of this Commitment and end when this Commitment expires.

First American Title Guaranty Company

FIRST AMERICAN TITLE GUARANTY COMPANY TEXAS

Christopher M. Leavell
President

Jeffrey S. Robinson
Secretary

By: _____
Authorized Countersignature

This jacket was created electronically and constitutes an original document

(This Commitment is valid only when Schedules A, B, C, and D are attached)

TEXAS TITLE INSURANCE INFORMATION

Title insurance insures you against loss resulting from certain risks to your title. The commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The commitment is a legal document. You should review it carefully to completely understand it before your closing date.	El seguro de título le asegura en relación a perdidas resultantes de ciertos riesgos que pueden afectar el título de su propiedad. El Compromiso para Seguro de Título es la promesa de la compañía aseguradora de títulos de emitir la póliza de seguro de título. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y enterderlo completamente antes de la fecha para finalizar su transacción.

Your Commitment for Title Insurance is a legal contract between you and us. The Commitment is not an opinion or report of your title. It is a contract to issue you a policy subject to the Commitment's terms and requirements.

Before issuing a Commitment for Title Insurance (the Commitment) or a Title Insurance Policy (the Policy), the Title Insurance Company (the Company) determines whether the title is insurable. This determination has already been made. Part of that determination involves the Company's decision to insure the title except for certain risks that will not be covered by the Policy. Some of these risks are listed in Schedule B of the attached Commitment as Exceptions. Other risks are stated in the Policy as Exclusions. These risks will not be covered by the Policy. The Policy is not an abstract of title nor does a Company have an obligation to determine the ownership of any mineral interest.

- **MINERALS AND MINERAL RIGHTS** may not be covered by the Policy. The Company may be unwilling to insure title unless there is an exclusion or an exception as to Minerals and Mineral Rights in the Policy. Optional endorsements insuring certain risks involving minerals, and the use of improvements (excluding lawns, shrubbery and trees) and permanent buildings may be available for purchase. If the title insurer issues the title policy with an exclusion or exception to the minerals and mineral rights, neither this Policy, nor the optional endorsements, ensure that the purchaser has title to the mineral rights related to the surface estate.

Another part of the determination involves whether the promise to insure is conditioned upon certain requirements being met. Schedule C of the Commitment lists these requirements that must be satisfied or the Company will refuse to cover them. You may want to discuss any matters shown in Schedules B and C of the Commitment with an attorney. These matters will affect your title and your use of the land.

When your Policy is issued, the coverage will be limited by the Policy's Exceptions, Exclusions and Conditions, defined below.

- **EXCEPTIONS** are title risks that a Policy generally covers but does not cover in a particular instance. Exceptions are shown on Schedule B or discussed in Schedule C of the Commitment. They can also be added if you do not comply with the Conditions section of the Commitment. When the Policy is issued, all Exceptions will be on Schedule B of the Policy.

- **EXCLUSIONS** are title risks that a Policy generally does not cover. Exclusions are contained in the Policy but not shown or discussed in the Commitment.

- **CONDITIONS** are additional provisions that qualify or limit your coverage. Conditions include your responsibilities and those of the Company. They are contained in the Policy but not shown or discussed in the Commitment. The Policy Conditions are not the same as the Commitment Conditions.

You can get a copy of the policy form approved by the Texas Department of Insurance by calling the Title Insurance Company at 1-888-632-1642 or by calling the title insurance agent that issued the Commitment. The Texas Department of Insurance may revise the policy form from time to time.

You can also get a brochure that explains the policy from the Texas Department of Insurance by calling 1-800-252-3439.

Before the Policy is issued, you may request changes in the policy. Some of the changes to consider are:

- Request amendment of the "area and boundary" exception (Schedule B, paragraph 2). To get this amendment, you must furnish a survey and comply with other requirements of the Company. On the Owner's Policy, you must pay an additional premium for the amendment. If the survey is acceptable to the Company and if the Company's other requirements are met, your Policy will insure you against loss because of discrepancies or conflicts in boundary lines, encroachments or protrusions, or overlapping of improvements. The Company may then decide not to insure against specific boundary or survey problems by making special exceptions in the Policy. Whether or not you request amendment of the "area and boundary" exception, you should determine whether you want to purchase and review a survey if a survey is not being provided to you.

- Allow the Company to add an exception to "rights of parties in possession." If you refuse this exception, the Company or the title insurance agent may inspect the property. The Company may except to and not insure you against the rights of specific persons, such as renters, adverse owners or easement holders who occupy the land. The Company may charge you for the inspection. If you want to make your own inspection, you must sign a Waiver of Inspection form and allow the Company to add this exception to your Policy.

The entire premium for a Policy must be paid when the Policy is issued. You will not owe any additional premiums unless you want to increase your coverage at a later date and the Company agrees to add an Increased Value Endorsement.

CONDITIONS AND STIPULATIONS

1. If you have actual knowledge of any matter which may affect the title or mortgage covered by this Commitment, that is not shown in Schedule B, you must notify us in writing. If you do not notify us in writing, our liability to you is ended or reduced to the extent that your failure to notify us affects our liability. If you do notify us, or we learn of such matter, we may amend Schedule B, but we will not be relieved of liability already incurred.

2. Our liability is only to you, and others who are included in the definition of Insured in the Policy to be issued. Our liability is only for actual loss incurred in your reliance on this Commitment to comply with its requirements, or to acquire the interest in the land. Our liability is limited to the amount shown in Schedule A of this Commitment and will be subject to the following terms of the Policy: Insuring Provisions, Conditions and Stipulations, and Exclusions.



First American
Title Guaranty Company

Important Notice

ISSUED BY

First American Title Guaranty Company

IMPORTANT NOTICE

To obtain information or make a complaint:

You may call First American Title Guaranty Company's toll-free telephone number for information or to make a complaint at:

1-888-632-1642

You may also write to First American Title Guaranty Company at:

1 First American Way
Santa Ana, California 92707

You may contact the Texas Department of Insurance to obtain information on companies, coverages, rights or complaints at:

1-800-252-3439

You may write the Texas Department of Insurance:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

PREMIUM OR CLAIM DISPUTES:

Should you have a dispute concerning your premium or about a claim you should contact First American Title Guaranty Company first. If the dispute is not resolved, you may contact the Texas Department of Insurance.

ATTACH THIS NOTICE TO YOUR POLICY:

This notice is for information only and does not become a part or condition of the attached document.

AVISO IMPORTANTE

Para obtener informacion o para someter una queja:

Usted puede llamar al numero de telefono gratis de First American Title Guaranty Company's para informacion o para someter una queja al:

1-888-632-1642

Usted tambien puede escribir a First American Title Guaranty Company:

1 First American Way
Santa Ana, California 92707

Puede comunicarse con el Departamento de Seguros de Texas para obtener informacion acerca de companias, coberturas, derechos o quejas al:

1-800-252-3439

Puede escribir al Departamento de Seguros de Texas:

P.O. Box 149104
Austin, TX 78714-9104
Fax: (512) 475-1771
Web: http://www.tdi.state.tx.us
E-mail: ConsumerProtection@tdi.state.tx.us

DISPUTAS SOBRE PRIMAS O RECLAMOS:

Si tiene una disputa concerniente a su prima o a un reclamo, debe comunicarse con el First American Title Guaranty Company primero. Si no se resuelve la disputa, puede entonces comunicarse con el departamento (TDI).

UNA ESTE AVISO A SU POLIZA:

Este aviso es solo para proposito de informacion y no se convierte en parte o condicion del documento adjunto.

COMMITMENT FOR TITLE INSURANCE T-7

ISSUED BY

FIRST AMERICAN TITLE GUARANTY COMPANY

SCHEDULE A

Effective Date: **October 4, 2021, 5:00 pm** GF No. **211604-7**

Commitment No. _____, issued **October 22, 2021,**

1. The policy or policies to be issued are:

   a. OWNER'S POLICY OF TITLE INSURANCE (Form T-1)
   (Not applicable for improved one-to-four family residential real estate)
   Policy Amount:
   PROPOSED INSURED:

   b. TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE
   ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)
   Policy Amount:
   PROPOSED INSURED:

   c. LOAN POLICY OF TITLE INSURANCE (Form T-2)
   Policy Amount:
   PROPOSED INSURED:
   Proposed Borrower:

   d. TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE
   (Form T-2R)
   Policy Amount:
   PROPOSED INSURED:
   Proposed Borrower:

   e. LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN
   (Form T-13)
   Binder Amount:
   PROPOSED INSURED:
   Proposed Borrower:

   f. OTHER
   Policy Amount:
   PROPOSED INSURED:

2. The interest in the land covered by this Commitment is: **Fee Simple**

3. Record title to the land on the Effective Date appears to be vested in:
   THE CITY OF EL PASO, A MUNICIPAL CORPORATION

4. Legal description of land:

A portion of Sections 9, 10, 15, 16, 17 and 18, Block 81, Township 1, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, in City of El Paso, El Paso County, Texas, being more particularly described by metes and bounds TO BE PROVIDED.

SCHEDULE B

EXCEPTIONS FROM COVERAGE

In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, attorney's fees, and expenses resulting from:

1. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception):

   Restrictive Covenants recorded in Volume 1176, Page 504 (Sections 9, 15 and 17); Volume 1242, Page 239 (Section 10); Volume 1272, Page 337 (Section 18); Volume 1272, Page 339 (Section 16), Real Property Records of El Paso County, Texas but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status, or national origin.

2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.

3. Homestead or community property or survivorship rights, if any of any spouse of any insured. (Applies to the Owner's Policy only.)

4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,

   a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
   b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
   c. to filled-in lands, or artificial islands, or
   d. to statutory water rights, including riparian rights, or
   e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.

   (Applies to the Owner's Policy only.)

5. Standby fees, taxes and assessments by any taxing authority for the year **2021**, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Loan Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year _____ and subsequent years.")

6. The terms and conditions of the documents creating your interest in the land.

7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy Binder on Interim Construction

Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)

8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy (T-2) only.)

9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan Policy of Title Insurance (T-2R) only.) Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy of Title Insurance (T-2R).

10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):

a. All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.

b. Rights of parties in possession. (Owners Title Policy)

c. Any and all claims of right, title and interest to the land, including but not limited to any right of possession or claim for damages relating to the land which has been asserted or may be asserted, of record or not, by or on behalf of any Indian or Indian Tribe, including but not limited to the Tigua Indian Tribe of El Paso, Texas, also known as Pueblo De La Ysleta del Sur, also known as the Ysleta del Sur Pueblo Indian Tribe, also known as the Tigua Indian Community, including by not limited to claims appearing in Affidavit of Julian Granillo, filed for record April 16, 1993, recorded in Volume 2553, Page 1958, Real Property Records of El Paso County, Texas.

Company insures the Insured against loss, if any, sustained by the insured under the terms of this Policy by reason of the enforcement of said rights as to the land. Company agrees to provide defense to the Insured in accordance with the terms of this Policy if suit is brought against the Insured to enforce said rights as to the land.

d. OWNER POLICY:

Any and all liens arising by reason of unpaid bills or claims for work

performed or materials furnished in connection with improvements placed, or to be placed, upon the subject land. However, the Company does insure the Insured against loss, if any, sustained by the Insured under this policy if such liens have been filed with the County Clerk of El Paso County, Texas, prior to the date hereof.

Liability hereunder at the date hereof is limited to $_____. Liability shall increase as contemplated improvements are made, so that any loss payable hereunder shall be limited to said sum plus the amount actually expended by the Insured as improvements at the time the loss occurs. Any expenditures made for improvements, subsequent to the date of this policy, will be deemed made as of the date of this policy. In no event shall the liability of the Company hereunder exceed the face amount of this policy. Nothing contained in this paragraph shall be construed as limiting any exception or any printed provision of this policy.
(OWNER POLICY ONLY)
(EXCEPTION MAY BE DELETED IF PROPOSED TRANSACTION DOES NOT INCLUDE COST OF CONTEMPLATED IMPROVEMENTS, CONSTRUCTION OR REPAIRS.)

e. LOAN POLICY

Any and all liens arising by reason of unpaid bills or claims for work performed or materials furnished in connection with improvements placed, or to be placed, upon the subject land. However, the Company does insure the Insured against loss, if any, sustained by the Insured under this Policy if such liens have been filed with the County Clerk of El Paso County, Texas, prior to the date hereof.

Pending disbursement of the full proceeds of the loan secured by the lien instrument set forth under Schedule A hereof, this policy insures only to the extent of the amount actually disbursed, but increases as each disbursement is made in good faith and without knowledge of any defects in, or objections to, the title up to the face amount of the policy. Nothing contained in this paragraph shall be construed as limiting any exception under Schedule B, or any printed provision of this policy.
(LOAN POLICY ONLY)
(EXCEPTION MAY BE DELETED IF PROPOSED TRANSACTION DOES NOT INCLUDE COST OF CONTEMPLATED IMPROVEMENTS, CONSTRUCTION OR REPAIRS AND LOAN PROCEEDS ARE FULLY DISBURSED).

f. **Any encroachment, encumbrance, violation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.**
(NOTE: UPON RECEIPT OF A SURVEY ACCEPTABLE TO COMPANY, THIS EXCEPTION WILL BE DELETED. COMPANY RESERVES THE RIGHT TO

ADD ADDITIONAL EXCEPTIONS PER ITS EXAMINATION OF SAID SURVEY.)

g. **Visible and apparent easements for roads and public utilities existing on the ground.**

h. **Any visible and apparent right of way for roads, drainage, and/or irrigation ditches.**

i. **Title to all oil, gas and minerals of every kind and character in, on and under the insured premises, together with all rights, privileges and immunities relating thereto, heretofore reserved, or conveyed by predecessors in title to T&P LAND TRUST in Volume 1176, Page 504, transferred to TXL OIL CORPORATION in Volume 1212, Page 153; and transferred to TEXACO, INC. in Volume 1667, Page 261, Real Property Records, El Paso County, Texas. (Sections 9, 15 and 17)**

j. **Title to all oil, gas and minerals of every kind and character in, on and under the insured premises, together with all rights, privileges and immunities relating thereto, heretofore reserved or conveyed by predecessors in title to K.B.S. Realty Corporation in Volume 1242, Page 239, Real Property Records, El Paso County, Texas. (Section 10)**

k. **Title to all oil, gas and minerals of every kind and character in, on and under the insured premises, together with all rights, privileges and immunities relating thereto, heretofore reserved or conveyed by predecessors in title, to the STATE OF TEXAS, in Volume 1272, Page 337, Real Property Records, El Paso County, Texas. (Section 18)**

l. **Title to all oil, gas and minerals of every kind and character in, on and under the insured premises, together with all rights, privileges and immunities relating thereto, heretofore reserved or conveyed by predecessors in title, to the STATE OF TEXAS, in Volume 1272, Page 339, Real Property Records, El Paso County, Texas. (Section 16)**

m. **Easement to EL PASO NATURAL GAS COMPANY in Volume 1028, Page 603, Real Property Records, El Paso County, Texas.**

n. **Access Easement to STATE OF TEXAS, acting by and through the TEXAS PARKS & WILDLIFE DEPARTMENT in Clerk's File No. 20090028317, Real Property Records, El Paso County, Texas. (Section 15 and 16)**

o. **Access Easement to STATE OF TEXAS, acting by and through the TEXAS PARKS & WILDLIFE DEPARTMENT in Clerk's File No. 20090028319, Real Property Records, El Paso County, Texas. (Sections 15 and 16)**

p. **Terms, conditions, stipulations and provisions set out in that certain Mining Lease M-114485, dated October 11, 2012 recorded under Clerk's File No.**

20120081430, Real Property Records, El Paso County, Texas between the State of Texas acting by and through it agent El Paso Water Utilities Public Service Board (Lessor) and Jobe Materials, L.P. (Lessee) (Section 10)

SCHEDULE C

Your Policy will not cover loss, costs, attorneys' fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.

2. Satisfactory evidence must be provided that:

   a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,

   b. all standby fees, taxes, assessments and charges against the property have been paid,

   c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,

   d. there is legal right of access to and from the land,

   e. (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.

3. You must pay the seller or borrower the agreed amount for your property or interest.

4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.

5. **Title examination did not reveal any liens filed of record affecting the subject property. Company requires the Record Owner to execute an Affidavit as to Debts and Liens at or prior to closing that will either, (1) confirm there are no liens, recorded or unrecorded, against the subject property or, (2) disclose all liens, recorded or unrecorded, affecting the subject property. Should the affidavit reveal any liens affecting the subject property, Company may require additional examination of title and require a release of lien against the subject property at or prior to closing.**

6. **We will require a metes and bounds description of the land to be insured, prior to closing. Pending review thereof, we reserve the right to amend this commitment and the requirements set out herein.**

7. **NOTE: The title insurance policy being issued to you contains an arbitration provision. It allows you or the Company to require arbitration if the amount of insurance is $2,000,000.00 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision BEFORE the policy is issued. If you are the purchaser in the transaction and elect deletion of the arbitration provision, a form will be presented to you at closing for execution. If you are the lender in the transaction**

and desire deletion of the arbitration provision, please inform us through your Loan Closing Instructions. (Not applicable to the Texas Residential Owner Policy)

8. **NOTE: Please be advised if a partnership, joint venture, trust, or a corporation is involved in this transaction, either as a seller, purchaser or borrower, we will require for our review prior to closing, copies of the partnership agreement, joint venture agreement, trust agreement, or corporate resolution authorizing the transaction, and evidence that the corporation is in good standing to authorize the insured transaction.**

9. **We must be in receipt of a tax certificate indicating all taxes paid through the year preceding the current year as shown on Schedule B, prior to closing.**

10. **NOTE: The Texas Secretary indicates that a Texas Notary Public must use an identification card issued by a governmental agency or a passport issued by the United States to identify the signer. Parties to the transaction must be prepared to furnish acceptable picture identification at closing.**

11. **Funds deposited by parties to the transaction must comply with Texas Department of Insurance Procedural Rule P-27. To avoid delays in disbursement, Company recommends that deposits in excess of $100,000 be made by wire transfer. Contact your closing team for wiring instructions.**

12. **NOTE: Copies of the title exceptions shown on Schedule B of this commitment are available for view or print on the El Paso County, Texas website at www.epcounty.com under Official Public Records.**

13. **NOTE: Prior to closing, the company must have information whether the real property recording office for the county in which the Land is located is closed due to the COVID-19 emergency. If recording has been restricted, specific underwriting approval is required; and additional requirements may be made.**

14. **NOTE: The company reserves the right to raise exceptions and requirements or determine that it will not issue a title policy based upon the details of the transaction, the review of the closing documents, and changes in recording and title searching capabilities resulting from the COVID-19 virus.**

Countersigned
WestStar Title, LLC

By 

COMMITMENT FOR TITLE INSURANCE

SCHEDULE D

GF No. **211604-7** Effective Date: **October 4, 2021, 5:00 pm**

Pursuant to the requirements of Rule P-21, Basic Manual of Rules, Rates and Forms for the writing of Title Insurance in the State of Texas, the following disclosures are made:

1. The following individuals are directors and/or officers, as indicated, of the Title Insurance Company issuing this Commitment

Underwriter: First American Title Guaranty Company, A Texas Corporation

Shareholder owning or controlling, directly or indirectly, ten percent or more of the shares of the Underwriter:

First American Title Guaranty Company is a wholly owned subsidiary of First American Financial Corporation, a public Company formed in Delaware.

DIRECTORS:
Dennis J. Gilmore, Christopher M. Leavell, Jeffrey S. Robinson, Mark E. Seaton

OFFICERS:
President: Christopher M. Leavell; Senior Vice President, Secretary: Jeffrey S. Robinson; and Vice President, Treasurer: Hugh Matthew McCreadie

2. The following disclosures are made by WestStar Title, LLC pursuant to Rule P-21.

a. The names of each shareholder, owner, partner or other person having, owning or controlling one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium are as follows:

Owners: WestStar Bank (Texas Banking Association)

b. Each shareholder, owner, partner or other person having, owning or controlling ten percent (10%) or more of an entity that has, owns or controls one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium are as follows:

WestStar Bank Holding Company, Inc.

c. The following persons are officers and directors of the Title Insurance Agent:

WestStar Title, LLC

Officers: David Osborn, President,

Rodolfo Telles, Sr. Senior Vice President, Title Examination Manager

Rachel Samaniego Valles, Vice President/Branch Manager

Jaime Gloria, Escrow Accounting Manager

3. You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving a portion of the premium from the settlement of this transaction will be disclosed on the closing or settlement statement.

You are further advised that the estimated title premium* is:

Owner's Policy **$0.00**

Loan Policy	**$0.00**
Endorsement Charges	**$0.00**
Other	**$0.00**
Total	**$0.00**

Of this total amount: 15% will be paid to the policy issuing Title Insurance Company: 85% will be retained by the issuing Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:

Amount	To Whom	For Services

" *The estimated premium is based upon information furnished to us as of the date of this Commitment for Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance."

DELETION OF ARBITRATION PROVISION

(Not applicable to the Texas Residential Owner's Policy)

ARBITRATION is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Insurance Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator's award.

Your policy contains an arbitration provision (shown below). It allows you or the Company to require arbitration if the amount of insurance is $2,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. You can do this by signing this form and returning it to the Company at or before the closing of your real estate transaction or by writing to the Company.

The arbitration provision in the Policy is as follows:

> "Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is $2,000,000 or less shall be arbitrated at the option of either the Company or the Insured, unless the Insured is an individual person (as distinguished from an Entity). All arbitrable matters when the Amount of Insurance is in excess of $2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction."

_____ _____

SIGNATURE DATE

First American
Title Guaranty Company

Privacy Information

We Are Committed to Safeguarding Customer Information

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information – particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our subsidiaries we have adopted this Privacy Policy to govern the use and handling of your personal information.

Applicability

This Privacy Policy governs our use of the information that you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its Fair Information Values.

Types of Information

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

Use of Information

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial service providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies and escrow companies. Furthermore, we may also provide all the information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

Former Customers

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

Confidentiality and Security

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products or services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's Fair Information Values. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Information Obtained Through Our Web Site

First American Financial Corporation is sensitive to privacy issues on the Internet. We believe it is important you know how we treat the information about you we receive on the Internet.
In general, you can visit First American or its affiliates' Web sites on the World Wide Web without telling us who you are or revealing any information about yourself. Our Web servers collect the domain names, not the e-mail addresses, of visitors. This information is aggregated to measure the number of visits, average time spent on the site, pages viewed and similar information. First American uses this information to measure the use of our site and to develop ideas to improve the content of our site.
There are times, however, when we may need information from you, such as your name and email address. When information is needed, we will use our best efforts to let you know at the time of collection how we will use the personal information. Usually, the personal information we collect is used only by us to respond to your inquiry, process an order or allow you to access specific account/profile information. If you choose to share any personal information with us, we will only use it in accordance with the policies outlined above.

Business Relationships

First American Financial Corporation's site and its affiliates' sites may contain links to other Web sites. While we try to link only to sites that share our high standards and respect for privacy, we are not responsible for the content or the privacy practices employed by other sites.

Cookies

Some of First American's Web sites may make use of "cookie" technology to measure site activity and to customize information to your personal tastes. A cookie is an element of data that a Web site can send to your browser, which may then store the cookie on your hard drive.
FirstAm.com uses stored cookies. The goal of this technology is to better serve you when visiting our site, save you time when you are here and to provide you with a more meaningful and productive Web site experience.

Fair Information Values

Fairness We consider consumer expectations about their privacy in all our businesses. We only offer products and services that assure a favorable balance between consumer benefits and consumer privacy.
Public Record We believe that an open public record creates significant value for society, enhances consumer choice and creates consumer opportunity. We actively support an open public record and emphasize its importance and contribution to our economy.
Use We believe we should behave responsibly when we use information about a consumer in our business. We will obey the laws governing the collection, use and dissemination of data.
Accuracy We will take reasonable steps to help assure the accuracy of the data we collect, use and disseminate. Where possible, we will take reasonable steps to correct inaccurate information. When, as with the public record, we cannot correct inaccurate information, we will take all reasonable steps to assist consumers in identifying the source of the erroneous data so that the consumer can secure the required corrections.
Education We endeavor to educate the users of our products and services, our employees and others in our industry about the importance of consumer privacy. We will instruct our employees on our fair information values and on the responsible collection and use of data. We will encourage others in our industry to collect and use information in a responsible manner.
Security We will maintain appropriate facilities and systems to protect against unauthorized access to and corruption of the data we maintain.

July 12, 2023 PSB Meeting: Executive Session Item a.

a. The Board will deliberate whether the following real property located in NE El Paso and legally described as portions of Section 9, 15, 16, 17 and 18, Block 81, Township 1, Texas & Pacific Railway Company Surveys, City of El Paso, El Paso County, Texas, approximately 1,056 acres can be declared inexpedient to the stormwater system and be authorized by the Board for sale. (551.071) (551.072).

MOTION

"FOR EXECUTIVE SESSION ITEM A, I MOVE that that the property be declared inexpedient to the stormwater system and that the President and CEO be authorized to proceed with the sale of the property in accordance with the Board's direction and sign any and all documents necessary to complete the sale of the property;

AND, as for the July 13, 2022 PSB motion granting the City of El Paso 12 months to complete a proposed conservation easement on this property, the City shall be granted an extension to finalize the same for the PSB's consideration by either October 11, 2023 or the closing date of the sale of the Property, whichever shall occur first in time."

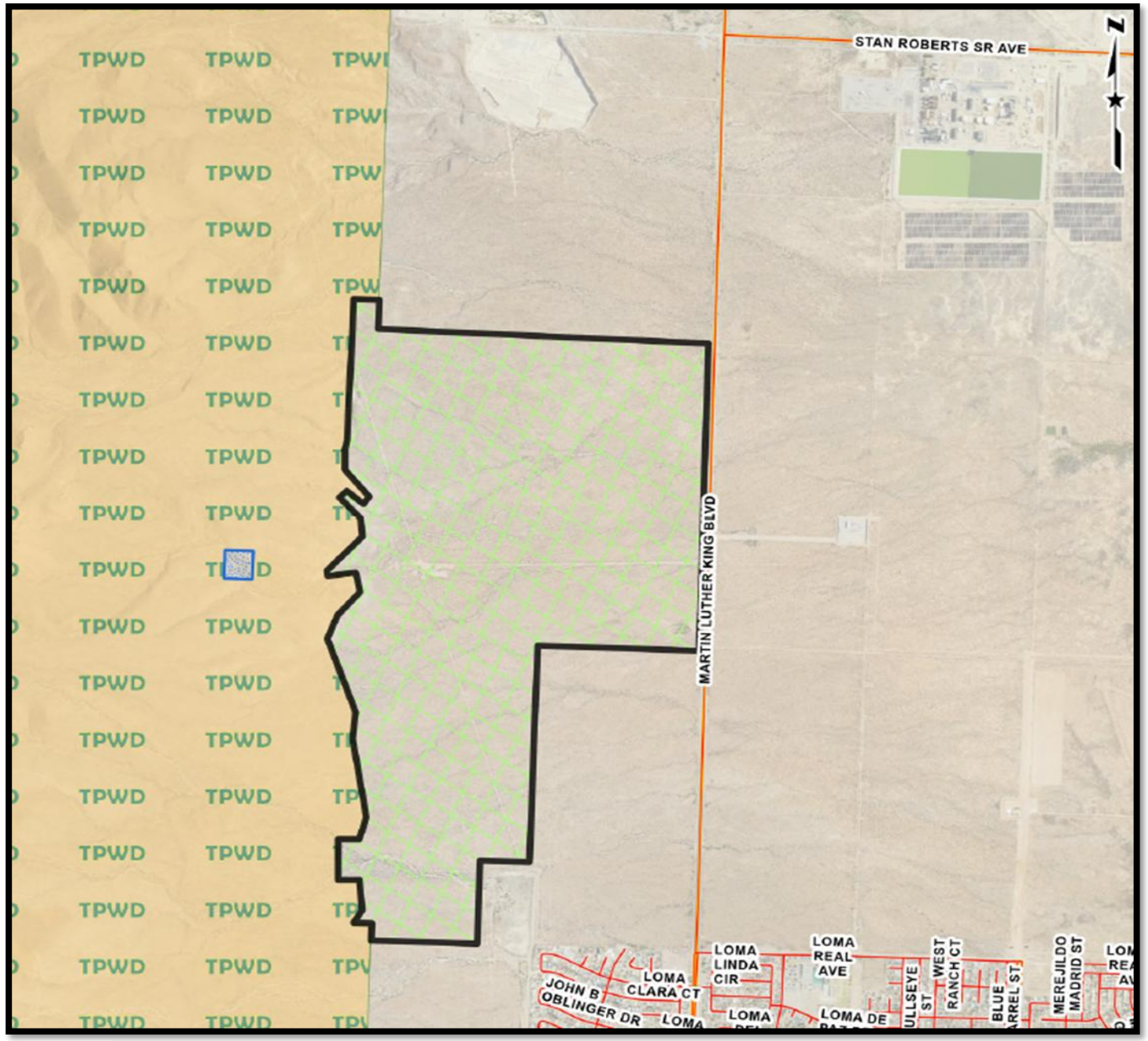
Motion made by: Charlie Intebi and seconded by: Dr. Mena

AYES: 5

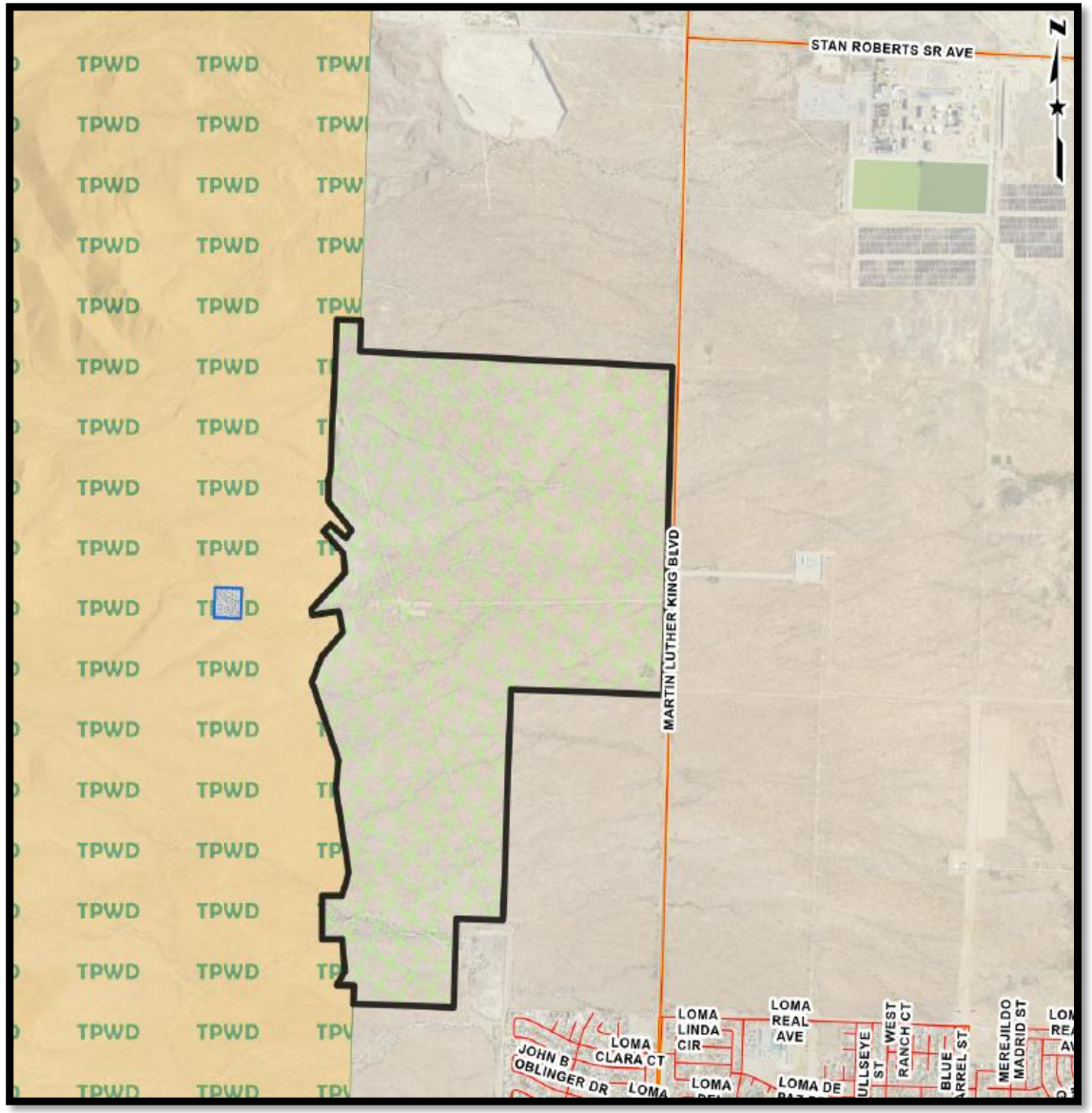
NAYS: 0

el paso WATER

An Ordinance authorizing the City Manager to a deed and any other documents necessary to convey approximately 1,055.8691 acres of land legally described as a portion of Sections 9, 15, 16, 17 and 18, Block 81, Township 1, Texas and Pacific Railroad Company Surveys, City of El Paso, El Paso County, Texas.


TPWD
STAN ROBERTS SR AVE
N
MARTIN LUTHER KING BLVD
LOMA LINDA CIR
LOMA REAL AVE
LOMA CLARA CT
JOHN B OBLINGER DR
LOMA DE
WEST RANCH CT
MEREJILDO MADRID ST

Sale of Real Property – EPWater Northeast/MLK



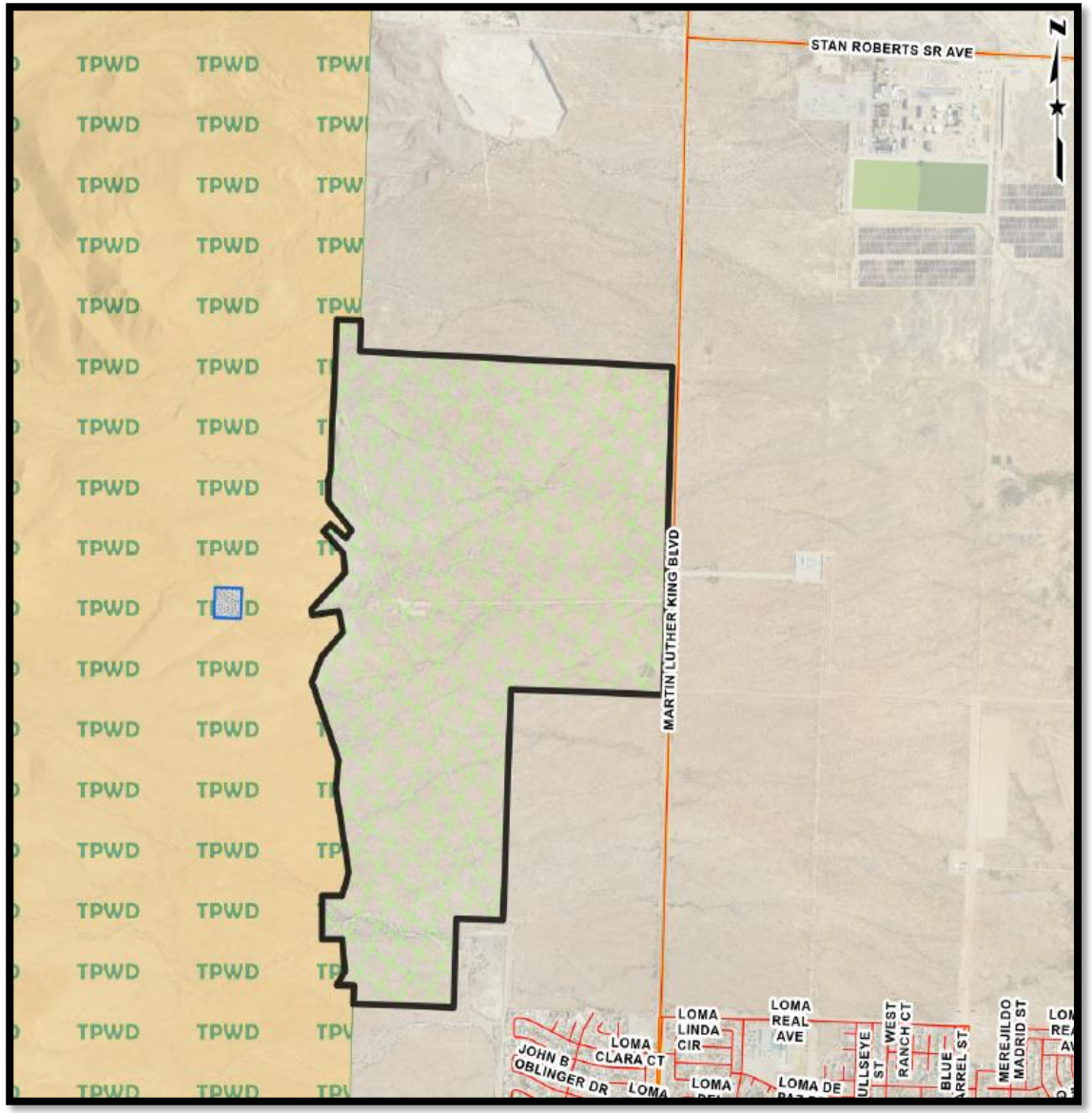
- Texas Parks & Wildlife

- $420,000

el paso WATER

An Ordinance authorizing the City Manager to sign a Deed and any other documents necessary to convey approximately 1,055.8691 acres of land for the sale price of $420,000.00; such real property is legally described as a portion of Sections 9, 15, 16, 17 and 18, Block 81, Township 1, Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County, Texas.

Sale of Real Property – Northeast



- Texas Parks & Wildlife
- $420,000.00

File #: 26-0010, **Version:** 2

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.
No Title's, No emails. Please use ARIAL 10 Font.

All Districts
Animal Services Department, Michael D. Wachsmann, (915) 212-8742

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

An Ordinance amending Title 7 (Animals), Chapter 7.12 (Dogs and Cats), to add Section 7.12.070 (Vicious Dogs); and an Ordinance amending Title 7 (Animals), Chapter 7.12 (Dogs and Cats), to add Section 7.12.080 (Aggressive Dogs).

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

DEPARTMENT: Animal Services

AGENDA DATE: January 6, 2026

PUBLIC HEARING DATE: January 20, 2026

CONTACT PERSON NAME: Michael D. Wachsmann, Animal Services Interim Director **PHONE NUMBER:** (915)212-8742

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: Goal 8 - Nurture and Promote a Healthy, Sustainable Community

SUBGOAL: 8.3 Enhance animal services to ensure El Paso's pets are provided a safe and healthy environment

SUBJECT:

Request that the Mayor of the City of El Paso sign an ordinance amending Title 7 (Animals), Chapter 7.12 (Dogs and Cats), to add Section 7.12.070 (Vicious Dogs); and an ordinance amending Title 7 (Animals), Chapter 7.12 (Dogs and Cats), to add Section 7.12.080 (Aggressive Dogs).

BACKGROUND / DISCUSSION:

The Texas Health and Safety Code addresses only animal attacks on humans, leaving a gap in regulation for animal-on-animal attacks and repeat aggressive behavior. To increase public and pet safety and create consistent enforcement procedures, this ordinance:

Adds Section 7.12.070 – Vicious Dogs and Section 7.12.080 – Aggressive Dogs to the City Code. Defines investigative procedures, owner responsibilities, secure confinement, signage, leash restraint, registration, microchipping, and completion of a responsible pet owner course. Establishes due process: notice of designation, judicial review, compliance hearings, appeals, and potential removal of designation after sustained compliance. Allows impoundment or seizure of non-compliant animals.

This ordinance will work in coordination with a separate ordinance amending definitions in Title 7.04 and a separate resolution amending Schedule C to establish a $50 registration fee for Vicious Dogs.

COMMUNITY AND STAKEHOLDER OUTREACH:
N/A

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:
Amount: N/A

Funding Source: N/A
Account: N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:
N/A

NAME	AMOUNT ($)
NA	NA

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

DEPARTMENT HEAD: Michael Wachsmann
Michael D. Wachsmann, Animal Services Interim Director

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 7 (ANIMALS), CHAPTER 7.12 (DOGS AND CATS) TO ADD SECTION 7.12.070 (VICIOUS DOGS); AND AN ORDINANCE AMENDING TITLE 7 (ANIMALS), CHAPTER 7.12 (DOGS AND CATS) TO ADD SECTION 7.12.080 (AGGRESSIVE DOGS).

WHEREAS, Section 822.041 the Texas Health and Safety Code only addresses animal attacks to humans, as such, the City of El Paso has seen a gap in the law for animal-on-animal attacks; and

WHEREAS, the City of El Paso Animal Services in order to provide a safer community for both the public and pets are adding two new municipal code categories "Vicious dogs" and "Aggressive dogs", which align with the City of El Paso's broader goals of reducing animal related injuries, preventing repeat incidents, and fostering a safer community for the people and pets of the City of El Paso; and

WHEREAS, the City of El Paso Animal Services is committed to protecting public safety, promoting responsible pet ownership, and safeguarding the health and welfare of animals within the community by promoting consistent enforcement across the City of El Paso, and support evidence-based decision making in dog-related investigations; and

WHEREAS, the El Paso City Council wishes to amend Title 7, Chapter 7.12.

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

SECTION 1. That Title 7 (Animals), Chapter 7.12 (Dogs and Cats) of the El Paso City Code is hereby amended to add a new section 7.12.070 (Vicious dogs), as follows:

7.12.070 - Vicious dogs.

A. Any person may report a vicious dog incident to the department via a sworn statement.
B. The department shall investigate the incident promptly but within no more than 30 calendar days.
C. Vicious Dog.
    1. Within 30 calendar days, the owner of a dog that has been designated a vicious dog by the director shall:
        a. Ensure the dog is confined within a secure enclosure when on the owner's premises,
        b. Control the dog on a secure leash or by some other equivalent means of direct physical restraint when off the owner's premises,
        c. Post a visible "Warning: Vicious Dog" sign on the entrance(s) to the secure enclosure at the owner's premises,
        d. Complete a responsible pet owner course approved for Texas courts,

e. Provide proof of current vaccination, registration, and microchip,
f. Register the dog with the department, and pay a fee as determined in the Schedule C,
g. Ensure the dog is wearing the issued vicious dog tag anytime while off the owner's premises,
h. Notify the department of any changes of address, or the transfer of ownership of the vicious dog, and
i. Apprise a new owner of the vicious dog designation prior to delivering the vicious dog.

2. A subsequent owner of a vicious dog is subject to the requirements established by this title.
3. The department may impound, or request a warrant to seize a vicious dog if the owner is found out of compliance after 30 calendar days from the date of designation by the director.

D. The director, in his or her discretion, may extend the time allotted beyond 30 calendar days to allow the owner of a vicious dog additional time to come into compliance.

E. Notification, Designation, and Judicial Review.
1. The owner shall be notified in writing of his or her dog being deemed a vicious dog by the director by hand delivery, posting notice on the front door of the property where the vicious dog resides, or certified mail, specifying the designation and required actions.
2. An owner may challenge a vicious dog designation from the director within 15 calendar days of receiving notice by filing a Request for Judicial Review with a copy of the designation at the El Paso Municipal Court and serving the department a copy of the same by U.S. mail.
3. The court's review of the designation is final.

F. Compliance Hearings and Disposition.
1. A hearing may be held on or after the 30th calendar day from the date of the notification of the vicious dog designation to review:
a. Compliance with requirements established in this title.
b. Disposition of a vicious dog not in compliance includes any combination of the following:
i. Removal from city limits,
ii. Euthanasia, if the court finds the vicious dog poses an ongoing threat to public safety, or animal welfare,
iii. Seizure of the vicious dog, or
iv. Confinement of the vicious dog by the department until compliance is achieved and fees for administration, and impoundment are paid by the owner.
c. The owner may present evidence and witnesses at the hearing.

G. Appeals.
1. An owner may file a Notice of Appeal on the El Paso Municipal Court's ruling from a compliance hearing within 15 calendar days to the El Paso Municipal Court of Appeals.

2. The Notice of Appeal must include a copy of the designation and court order, and must be served on the department within the 15th calendar day timeframe by means of U.S. mail.
3. The decision from the El Paso Municipal Court of Appeals is final.

H. Removal of Designation.

After three years of compliance the owner of a vicious dog may petition the department to remove the vicious dog designation along with proof that the dog has been spayed or neutered.

SECTION 2. That Title 7 (Animals), Chapter 7.12 (Dogs and Cats) of the El Paso City Code is hereby amended to add a new section 7.12.080 (Aggressive dogs), as follows:

7.12.080 - Aggressive dogs.

A. Any person may report an aggressive dog incident to the department via a sworn statement.
B. The department shall investigate the incident promptly but within no more than 30 calendar days.
C. Aggressive Dog.

1. Within 30 calendar days, the owner of a dog designated aggressive by the director shall:
    a. Ensure the dog is confined within a secure enclosure when on the owner's premises,
    b. Control the dog on a secure leash or by some other equivalent means of direct physical restraint when off the owner's premises,
    c. Post a visible "Warning: Aggressive Dog" sign on the entrance(s) to the secure enclosure at the owner's premises, and
    d. Complete a responsible pet owner course approved for Texas courts.
2. A subsequent owner of an aggressive dog is subject to requirements established by this title.
3. The department may impound or request a warrant to seize an aggressive dog if the owner is found out of compliance after 30 calendar days from the date of designation by the director.

B. The director, in his or her discretion, may extend the time allotted beyond 30 calendar days to allow the owner of an aggressive dog additional time to come into compliance.
C. Notification, Designation, and Judicial Review.
    1. The owner shall be notified in writing of his or her dog being deemed an aggressive dog by the director by hand delivery, posting notice on the front door of the property where the aggressive dog resides, or certified mail, specifying the designation and required actions.
    2. An owner may challenge an aggressive dog designation from the director within 15 calendar days of receiving notice by filing a Request for Judicial Review with a copy of the designation at the El Paso Municipal Court and serving the department a copy of the same by U.S. mail.
    3. The court's review of the designation is final.

D. Compliance Hearings and Disposition.
    1. A hearing may be held on or after the 30th calendar day from the date of the notification of the aggressive dog designation to review:
        a. Compliance with requirements established in this title.
        b. Disposition of an aggressive dog not in compliance includes any combination of the following:
            i. Removal from city limit,
            ii. Euthanasia, if the court finds the aggressive dog poses an ongoing threat to public safety or animal welfare,
            iii. Seizure of the aggressive dog, or
            iv. Confinement of the aggressive dog by the department until compliance is achieved and fees for administration, and impoundment are paid by the owner.
        c. The owner may present evidence and witnesses at the hearing.

E. Appeals.
    1. An owner may file a Notice of Appeal on the El Paso Municipal Court's ruling from a compliance hearing within 15 calendar days to the El Paso Municipal Court of Appeals.
    2. The Notice of Appeal must include a copy of the designation and court order, must be served on the department within the 15th calendar day timeframe by means of U.S. mail.
    3. The decision from the El Paso Municipal Court of Appeals is final.

F. Removal of designation.

After one year of compliance the owner of an aggressive dog may petition the department to remove the aggressive dog designation along with proof the dog has been spayed or neutered.

SECTION 3. Except as herein amended, Title 7 (Animals) of the El Paso City Code shall remain in full force and effect.

(Signatures on next page)

(Signature Page)

ADOPTED this ____day of _____, 2026.

CITY OF EL PASO

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Mona M. Heydarian
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Michael D. Wachsmann, Interim Director
Animal Services Department

File #: 26-0014, **Version:** 2

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.
No Title's, No emails. Please use ARIAL 10 Font.

All Districts
Animal Services Department, Michael D. Wachsmann, (915) 212-8742

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

An Ordinance amending Title 7 (Animals), Chapter 7.04 (Definitions and Administration), Section 7.04.010 (Definitions), to amend the definition of "Animal," amend the order of definitions, and add new definitions.

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

DEPARTMENT: Animal Services

AGENDA DATE: January 6, 2026

PUBLIC HEARING DATE: January 20, 2026

CONTACT PERSON NAME: Michael D. Wachsmann, Animal Services Interim Director **PHONE NUMBER:** (915)212-8742

DISTRICT(S) AFFECTED: All

STRATEGIC GOAL: Goal 8 - Nurture and Promote a Healthy, Sustainable Community

SUBGOAL: 8.3 Enhance animal services to ensure El Paso's pets are provided a safe and healthy environment

SUBJECT:

Request that the Mayor of the City of El Paso sign an ordinance amending Title 7 (Animals), Chapter 7.04 (Definitions and Administration), Section 7.04.010 (Definitions), to amend the definition of "Animal," amend the order of definitions, and add new definitions.

BACKGROUND / DISCUSSION:

This ordinance updates the definitions section of Title 7 to align terminology with the new provisions in Chapter 7.12 regarding Aggressive and Vicious Dogs. The ordinance:

Updates the definition of "Animal" and reorganizes the structure of Chapter 7.04.010 to maintain alphabetical order and consistency. Adds new definitions, including: Aggressive Dog, Vicious Dog, Responsible Pet Owner Course, and terms related to enforcement and investigations. Ensures consistency between code terminology and the new enforcement ordinance (Sections 7.12.070 & 7.12.080). Supports uniform application of regulations and legal clarity during investigations, hearings, and judicial review.

This is a companion ordinance to the Aggressive/Vicious Dog ordinance and must be adopted prior to enforcement.

COMMUNITY AND STAKEHOLDER OUTREACH:
N/A

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:
Amount: N/A
Funding Source: N/A

Account: N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:
N/A

NAME	AMOUNT ($)
NA	NA

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

DEPARTMENT HEAD: Michael Wachsmann
Michael D. Wachsmann, Animal Services, Interim Director

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 7 (ANIMALS), CHAPTER 7.04 (DEFINITIONS AND ADMINISTRATION), SECTION 7.04.010 (DEFINITIONS) TO AMEND THE DEFINTION OF ANIMAL, AMEND THE ORDER OF DEFINITIONS, AND ADD NEW DEFINITIONS.

WHEREAS, Section 822.041 the Texas Health and Safety Code only addresses animal attacks to humans, as such, the city of El Paso has seen a gap in the law for animal-on-animal attacks; and

WHEREAS, the city of El Paso Animal Services in order to provide a safer community for both the public and pets are adding new definitions to coincide with the creation of two new municipal code categories "Vicious dogs" and "Aggressive dogs", which align with the city of El Paso's broader goals of reducing animal related injuries, preventing repeat incidents, and fostering a safer community for the people and pets of the city of El Paso; and

WHEREAS, the city of El Paso Animal Services is committed to protecting public safety, promoting responsible pet ownership, and safeguarding the health and welfare of animals within the community by promoting consistent enforcement across the city of El Paso, and support evidence-based decision making in dog related investigations; and

WHEREAS, the El Paso City Council wishes to amend Title 7, Chapter 7.04.

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

SECTION 1. That Title 7 (Animals), Chapter 7.04 (Definitions and Administration), Section 7.04.010 (Definitions) of the El Paso City Code is hereby amended to read:

A. "Abandon" means to give up with the intent of never again claiming a right or interest in.
B. "Aggressive dog" means a dog that menaces, interferes with public movement (e.g., chasing pedestrians or vehicles), or displays threatening behavior toward a person or animal while at large.
C. "Animal" includes every living nonhuman creature.
D. "Animal establishment" means any established place conducting business dealing with animals for a profit including, but not limited to, kenneling, showing and exhibiting animals and excluding veterinary offices, clinics, hospitals or emergency rooms. An individual providing care for an animal in the absence of its owner, in the owner's home, will not be considered an "animal establishment."
E. "Animal training course" means a course of study approved by the Director and designed to provide basic instruction on reasonable precautions to ensure animals are not abused, mistreated, neglected or endangered or in any manner made to suffer during grooming. The

animal training course shall include instruction on cardiopulmonary resuscitation (CPR) for dogs.

F. “Animal welfare organization” means a tax-exempt nonprofit organization founded for the purpose of providing humane sanctuary, a shelter for abandoned or unwanted animals, or recognized animal rescue organization, that is registered and permitted by the department pursuant to Sections 7.14.010 and 7.14.090 of this Code.

G. “At large” means a dog off the owner’s property, not under the immediate control of a capable person via leash or other restraint.

H. “Bite” or “scratch” means any abrasion, scratch, puncture, tear or piercing of the skin actually or suspected of being caused by an animal.

I. “Bovine” is used in its general sense and includes all domesticated bovine regardless of age, sex or breed.

J. “Canvassing” means periodic verification of compliance with this title by the city utilizing personnel trained to go door-to-door within the incorporated city limits.

K. “Cat” means a domesticated animal that is a member of the felidae family.

L. “Center” means any premises designated by the city for the purpose of impounding and caring for animals coming into the custody of the department of animal services and in which the program is housed.

M. “City owned” means any animal that has passed its respective disposition period, as set forth in this title, and that is in the possession or under the control of the department, or an animal that has not yet passed its disposition date as set forth in this title, but that is within the department's control.

N. “Collar” means a band of nylon, leather or similar material, chain, harness or other suitable device specifically designed to be used by the type of animal wearing the collar around its neck and to which a current rabies vaccination and registration tag can be affixed.

O. “Dangerous dog” means a dog that:

1. Makes an unprovoked attack on a person that causes bodily injury and occurs in a place other than an enclosure in which the dog was being kept; or
2. Commits unprovoked acts in a place other than an enclosure in which the dog was being kept and those acts cause a person to reasonably believe that the dog will attack and cause bodily injury to that person.

P. “Dangerous wild animal” includes but is not limited to:

1. Lion;
2. Tiger;
3. Ocelot;
4. Cougar;
5. Leopard;
6. Cheetah;
7. Jaguar;
8. Bobcat;

9. Lynx;
10. Serval;
11. Caracal;
12. Hyena;
13. Bear;
14. Coyote;
15. Jackal;
16. Baboon;
17. Chimpanzee;
18. Orangutan;
19. Gorilla;
20. Wolf; or
21. Any hybrid of an animal listed in this definition.

Q. "Director" means the director of the department of animal services, or designee.

R. "Department" means the department of animal services.

S. "Dog" means a domesticated animal that is a member of the canidae family.

T. "Dog" or "cat", unless otherwise specifically set forth with an age limit, shall include a "puppy" or "kitten" and the terms are interchangeable.

U. "Ear tipped cat" means a cat upon which a surgical process is performed during neutering as part of the trap-neuter-return protocol overseen by a licensed veterinarian, in which a one-quarter-inch diagonal cut is made to remove the point of a cat's ear, and is preferably, but not exclusively, on the cat's left ear, to identify the cat as being sterilized and lawfully vaccinated for rabies.

V. "Established fee" means a fee that is authorized within this title, which is set in the amount identified in the adopted budget resolution for the current fiscal year or by other appropriately adopted resolution of the city council.

W. "Exotic animal" means any animal not commonly domesticated by man.

X. "Exposed to rabies" means that an animal has been bitten by or in contact with any animal known to be, or suspected of being, infected with rabies.

Y. "Fowl" means domestic birds to include chickens, ducks, geese and pigeons.

Z. "Groomer" means person engaged in the cleaning, styling and appearance maintenance of animals or the handling of animals in preparation for these services and who is responsible for complying with the provisions of this chapter; hereafter referred to as groomer.

AA. "Grooming" means the cleaning, styling and appearance maintenance of animals or the handling of animals in preparation for these services.

BB. "Hunting" means the act of chasing and killing a wild animal or fowl for food, sport, or profit.

CC. "Inclement weather" includes rain, hail, sleet, snow, high winds, extreme low temperatures, or extreme high temperatures.

DD. “Kennel,” for purposes of this title, means any premises on which animals are kept or housed for conducting the business of buying, selling, grooming, training or boarding of animals for compensation.

EE. “Livestock” means domesticated equine or bovine regardless of age, sex or breed or any small ruminant, including domesticated sheep, goats, and animals of the same approximate size and weight.

FF. “Low risk” means an animal identified in Texas guidelines for rabies prevention as not requiring rabies testing. Includes mice, rats, squirrels, nutria, rabbits, opossums, armadillos, shrews, prairie dogs, beavers and gophers.

GG. “Neglected” means to fail to provide an animal with one or more of the necessities of life, including air, food, water, veterinary care, exercise or protection from the sun and other elements of nature.

HH. “Officer” means any employee of the program, an employee in the code enforcement division, or a commissioned peace officer.

II. “Owner” means a custodian, caretaker or person who feeds or harbors the subject animal for more than seventy-two hours without said animal being identified as a trap-neuter-return cat. Persons caring for an animal at the specific request of an owner are not included in the definition of owner, but are required to keep the animal in compliance with this Code.

JJ. “Permit official” means the person or persons designated by the city manager as being responsible for issuing permits, licenses or making any other authorization provided for in this Code or any ordinance.

KK. “Person” means any person, firm, partnership, association, corporation, company or organization of any kind.

LL. “Program” means the department's animal services program.

MM. “Properly fitted” means, with respect to a collar, a collar that measures the circumference of a dog's neck plus at least one inch.

NN. “Public playground” means that area of a public park designated and intended for use by children and containing equipment suitable for play (i.e., swings, slides, merry-go-rounds).

OO. “Qualified animal” means (1) a pure-breed animal which is currently registered with an applicable registry which has been established for the purposes of breed registration with the primary or intended purpose of exhibiting, showing, competing, or certifying the animals at local, national, international or breed club-sanctioned events or shows, and which is also eligible for registry with one or more additional agencies, and which may be bred or placed for the specific goal of exhibition or competition, or (2) an animal which is bred solely for the intended purpose of being trained and certified as service animals, for search and rescue use, or for official use by law enforcement and governmental agencies.

PP. “Rabbit” is used in its general sense and includes animals of the same approximate size and weight, which require similar husbandry.

QQ. “Responsible pet owner course” is a course intended for pet owners, which outlines best practices for pet ownership, and has been previously approved for Texas courts.

RR. “Restraint” means a chain, rope, tether, leash, cable, or other device that attaches a dog to a stationary object or trolley system.

SS. “Retail establishment” means an establishment that, in whole or in part, offers as allowed under this title dogs and/or cats for sale or resale to consumers or wholesalers, excluding a permitted breeder.

TT. “Secure enclosure” means a fenced area or structure that is capable of preventing the dog’s escape, and prevents unauthorized entry.

UU. “Service animals” means any guide dog, signal dog, or other animal individually trained to provide assistance to a person with a disability, or any animal recognized as a service animal pursuant to the Americans with Disabilities Act of 1990, as amended.

VV. “Severe injury” for animals means bite wounds or tearing of tissue requiring medical intervention even if none is taken or causing death.

WW. “Shade” means a place giving protection from the heat and light of the sun.

XX. “Shelter” means an enclosure that is structurally sound and in good repair, provides convenient access to clean food and water, enables the animal to remain dry and clean, is constructed and maintained so that it is impervious to moisture and can be readily sanitized, is constructed so as to protect the animal from injury, and provides sufficient space to allow each animal to turn around fully, stand, sit and lie in a comfortable position.

YY. “Shop" means a building or portion of a building, designated by a registration holder and located and occupied in accordance with applicable local zoning and building codes where grooming is performed, completely separated from living quarters; hereafter referred to as “shop,” and includes a motor vehicle or location that is identified or permitted as a temporary location under state law.

ZZ. “Transfer” or “offer to transfer” means to convey or offer to convey by all methods of conveyance.

AAA. “Trap-neuter-return” means the process of humanely trapping, sterilizing, vaccinating for rabies, ear tipping, and returning a cat to the location where it was trapped.

BBB. “Unprovoked attack” means an attack by a dog on a person in a place, other than the property where the dog's owner resides or where the dog is being kept including, but not limited to, the secure enclosure in which the dog was being kept at the time of the attack, that is not:

1. In response to being tormented, abused, or assaulted by the person attacked;
2. In response to pain or injury;
3. In response to an assault or attempted assault upon another person by the person attacked; or
4. To protect itself, its food, or its nursing offspring.

CCC. “Veterinarian” means a doctor of veterinary medicine who holds a valid license to practice his profession in one or more of the fifty United States.

DDD. “Veterinary clinic” means a facility or hospital for diagnosis and treatment of animals.

EEE. "Veterinary officer" means the veterinarian or other person determined to be qualified to perform the duties established in this title, officially designated by the director.

FFF. "Vicious dog" means a dog that causes severe injury to or kills a domestic animal, livestock, or fowl (except dogs acting in a hunting capacity) while at large.

SECTION 2. Except as herein amended, Title 7 (Animals) of the El Paso City Code shall remain in full force and effect.

ADOPTED this ____day of _____, 2026.

CITY OF EL PASO

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Mona M. Heydarian
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Michael D. Wachsmann, Interim Director
Animal Services Department

File #: 25-1437, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below. No Title's, No emails. Please use ARIAL 10 Font.

District 8
Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Jose Beltran, (915) 212-1607

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

An Ordinance granting special permit No. PZST25-00008, to allow for infill development with reduction to the side street setback and a 60% parking reduction on the property described as Lots 11, 12, 13 and 14, Block 104, Campbell's Addition, 600 South Stanton Street, City of El Paso, El Paso County, Texas, pursuant to section 20.10.280 Infill Development of the El Paso City Code. The penalty being as provided for in chapter 20.24 of the El Paso City Code.

The proposed special permit meets the intent of the Future Land Use designation for the property and is in accordance with Plan El Paso, the City's Comprehensive Plan.

Subject Property: 600 South Stanton Street
Applicant: Alicia Coronel and Luis Carlos Coronel, PZST25-00008

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

DEPARTMENT: Planning and Inspections

AGENDA DATE: 12/16/25

PUBLIC HEARING DATE: 1/6/26

CONTACT PERSON NAME: Philip F. Etiwe **PHONE NUMBER:** (915) 212-1553

2nd CONTACT PERSON NAME: Jose Beltran **PHONE NUMBER:** (915) 212-1607

DISTRICT(S) AFFECTED: 8

STRATEGIC GOAL:

#3 Promote the Visual Image of El Paso

SUBGOAL:

3.2 Set one standard for infrastructure across the city

SUBJECT:

An Ordinance granting special permit No. PZST25-00008, to allow for infill development with reduction to the side street setback and a 60% parking reduction on the property described as Lots 11, 12, 13 and 14, Block 104, Campbell's Addition, 600 South Stanton Street, City of El Paso, El Paso County, Texas, pursuant to section 20.10.280 Infill Development of the El Paso City Code. The penalty being as provided for in chapter 20.24 of the El Paso City Code.

The proposed special permit meets the intent of the Future Land Use designation for the property and is in accordance with Plan El Paso, the City's Comprehensive Plan.

Subject Property: 600 South Stanton Street
Applicant: Alicia Coronel and Luis Carlos Coronel, PZST25-00008

BACKGROUND / DISCUSSION:

The applicant is requesting a special permit and detailed site development plan approval for infill development with a reduction to the side street setback and a 60% parking reduction for the use of a ballroom in the C-4 (Commercial) zone district. City Plan Commission recommended 7-1 to approve the proposed special permit on October 9, 2025. As of December 2, 2025, the Planning Division has not received any communication in support or opposition to the special permit request. See attached staff report for additional information.

COMMUNITY AND STAKEHOLDER OUTREACH:

Applicant notified appropriate neighborhood associations of the request prior to submittal of a complete application. Public notices were sent to all property owners within 300 feet of the subject property on September 26, 2025.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)

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

DEPARTMENT HEAD: Philip Tiwe

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

REVISED
9:36 am, Dec 02, 2025

ORDINANCE NO. _____

AN ORDINANCE GRANTING SPECIAL PERMIT NO. PZST25-00008, TO ALLOW FOR INFILL DEVELOPMENT WITH REDUCTION TO THE SIDE STREET SETBACK AND A 60% PARKING REDUCTION ON THE PROPERTY DESCRIBED AS LOTS 11, 12, 13 AND 14, BLOCK 104, CAMPBELL'S ADDITION, 600 SOUTH STANTON STREET, CITY OF EL PASO, EL PASO COUNTY, TEXAS, PURSUANT TO SECTION 20.10.280 INFILL DEVELOPMENT OF THE EL PASO CITY CODE. THE PENALTY BEING AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

WHEREAS, Alicia Coronel and Luis Carlos Coronel**,** have applied for a Special Permit for infill development under Section 20.10.280 of the El Paso City for a reduction to the side street setback and a 60% parking reduction; and,

WHEREAS, a report was made to the City Plan Commission and a public hearing was held regarding such application; and,

WHEREAS, the City Plan Commission has recommended approval of the subject Special Permit; and,

WHEREAS, the subject Special Permit has been submitted to the City Council of the City of El Paso for review and approval; and,

WHEREAS, the City Council of the City of El Paso finds that the application conforms to all requirements of Sections 20.04.320 of the El Paso City Code.

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

1. That the property described as follows is in a C-4 (Commercial) Zone District:

   Lots 11, 12, 13, and 14, Block 104, Campbell's Addition, 600 South Stanton Street, *City of El Paso, El Paso County, Texas; and,*

2. That the City Council hereby grants a Special Permit under Sections 20.04.320 of the El Paso City Code, to allow an infill development for a reduction to the side street setback and a 60% parking reduction; and,

3. That this Special Permit is issued subject to the development standards in the C-4 (Commercial) District regulations and is subject to the approved Detailed Site Development Plan, signed by the Applicant, the City Manager and the Executive Secretary to the City Plan Commission. A copy of this plan is attached hereto as Exhibit "A" and incorporated herein by reference for all purposes; and,

4. That if at any time the Owners fail to comply with any of the requirements of this Ordinance, Special Permit No. PZST25-00008 shall automatically terminate, and construction shall stop or occupancy shall be discontinued, until any such violation ceases; and,

5. That the Owners shall sign an Agreement incorporating the requirements of this Ordinance. Such Agreement shall be signed and filed with the Zoning Administrator and the Executive Secretary of the City Plan Commission before building permits are issued.

ADOPTED this _____ day of _____, 2026.

THE CITY OF EL PASO

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Russel T. Abeln
_____
Russell T. Abeln
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Philip Etiwe
_____
Philip F. Etiwe, Director
Planning & Inspections Department

AGREEMENT

Alicia Coronel and Luis Carlos Coronel, referred to in the above Ordinance, hereby agree to develop the above-described property in accordance with the approved Detailed Site Development Plan attached to same Ordinance, and in accordance with the standards identified in the C-4 (Commercial) District regulations, and subject to all other requirements set forth in this Ordinance.

EXECUTED this 19 day of November, 2025.

Alicia Coronel and Luis Carlos Coronel:

By: Alicia Coronel Luis Coronel
(name/title)

Alicia Coronel Luis Coronel
(signature)

ACKNOWLEDGMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument is acknowledged before me on this 19 day of November, 2025, by Arturo Marquez, for Alicia Coronel and Luis Carlos Coronel, as Owner.

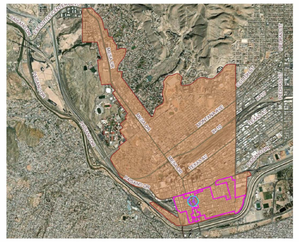
12-21-26
My Commission Expires:

NOTARY PUBLIC
Arturo Marquez
Exp. 12/21/2026
ID No. 134113181
STATE OF TEXAS

Notary Public, State of Texas

Notary's Printed or Typed Name:
Arturo Marquez

LOCATION CRITERIA MANDATORY REQUIREMENTS



1. ANY PARCEL OF LAND WITHIN THE DOWNTOWN AREA PLAN AREA.

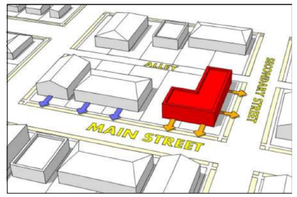


2. ANY PARCEL OF LAND ANNEXED PRIOR TO 1955.

MANDATORY DESIGN REQUIREMENTS

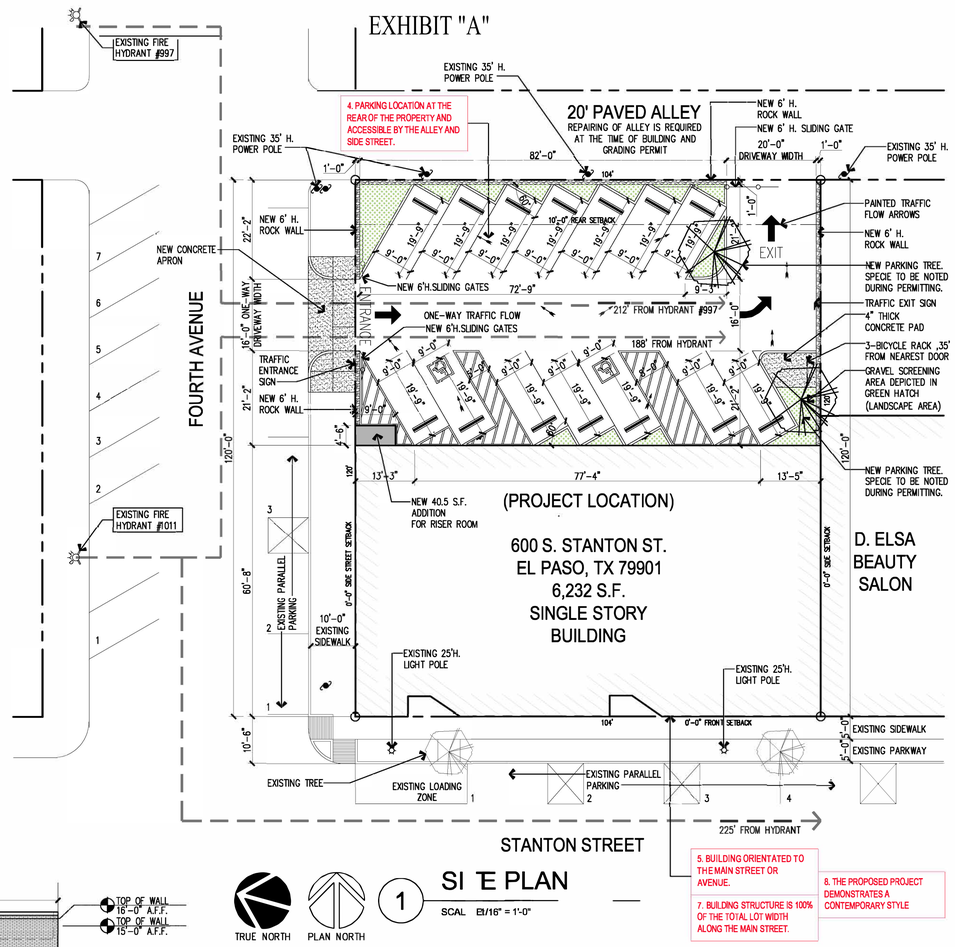


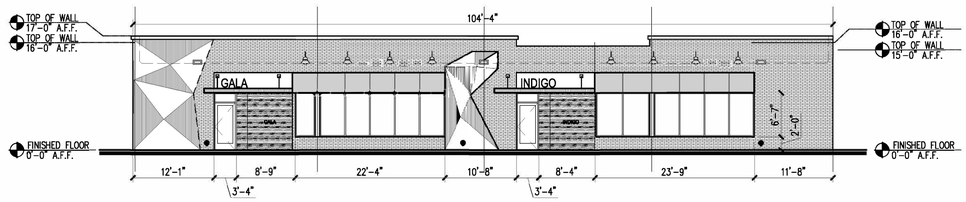
3. PARKING LOCATION AT THE REAR OF THE PROPERTY AND ACCESS BY THE ALLEY AND AT THE SIDE OF THE PROPERTY.



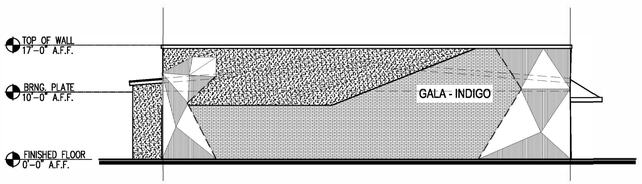
This building matches existing setback on both the main and secondary streets, and also places its entrances toward the street. This building is compatible with its district.

4. BUILDING ORIENTATED TO THE MAIN STREET OR AVENUE.

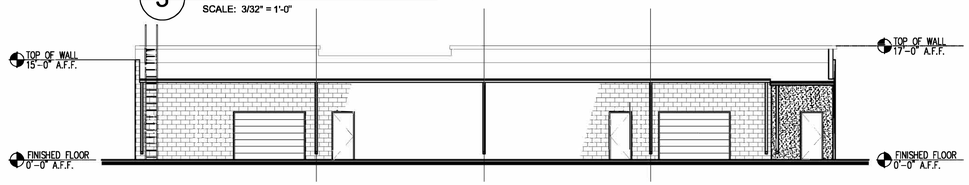




2 WEST ELEVATION
SCALE: 3/32" = 1'-0"



3 NORTH ELEVATION
SCALE: 3/32" = 1'-0"

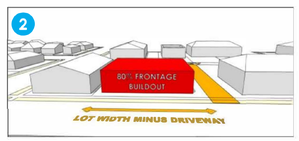


4 EAST ELEVATION
SCALE: 3/32" = 1'-0"

SELECTIVE DESIGN GUIDELINES



6. ANY NEW STRUCTURE WITH A GROUND FLOOR NON-RESIDENTIAL USE SHALL DEMONSTRATE THAT BUILDING FAÇADES FACING PUBLIC RIGHTS-OF-WAY HAVE A MAJORITY (50% OR MORE) TRANSPARENT SURFACE ON THE GROUND FLOOR. TRANSPARENT SURFACE ELEMENTS INCLUDE, BUT ARE NOT LIMITED TO, DOORS AND NON-OPAQUE WINDOWS.



7. THE TOTAL WIDTH OF THE PRIMARY STRUCTURE SHALL BE GREATER THAN OR EQUAL TO 80% OF THE TOTAL LOT ALONG THE MAIN STREET. CURRENT WIDTH OF BUILDING STRUCTURE IS 100% OF THE TOTAL LOT WIDTH ALONG THE MAIN STREET.



8. THE PROPOSED PROJECT DEMONSTRATES A CONTEMPORARY STYLE AS PART OF THE ARCHITECTURAL STYLES DEFINED IN THE COMMUNITY DESIGN MANUAL OF PLAN EL PASO.

IBC CODE APPLICATION — IBC 2021

1. PID: C05099910407100
2. ADDRESS: 600 S STANTON ST, EL PASO, TX, 79901
3. LEGAL DESCRIPTION: 104 CAMPBELL 11 TO 14 (12480.00 SQ FT) CITY OF EL PASO, EL PASO, COUNTY TEXAS.
4. ARCHITECT: ENRIQUE ESCOBEDO, AIA
   PHONE: (915) 503-8428
5. SCOPE OF WORK: 6,272.50 S.F. BANQUET HALL TENANT IMPROVEMENT
6. OCCUPANCY: 20.10.110 – BALLROOM
7. PARKING REQUIRED: 35 PARKING SPACES MIN.
   BALLROOM:
   MIN:1/144 sf GFA of assembly area; plus 1/288 sf GFA of other areas
   MAX: 1/100 sf GFA of assembly area; plus 1/200 sf GFA of other areas
   (3,948 S.F. ASSEMBLY AREA/144=27)+(2,284 S.F./288=8)=35 PARKING SPACES MIN.
   (3,948 S.F. ASSEMBLY AREA/100=39)+(2,284 S.F./200=11)=50 PARKING SPACES MAX.
   BICYCLE SPACES = 3 MIN.
8. PARKING PROVIDED: 14 PARKING SPACES PROVIDED
   3-BICYCLE RACK PROVIDED
   NOTE: 60 % PARKING REDUCTION TO BE REQUESTED DURING INFILL DEVELOPMENT APPLICATION.
9. ZONE: C-4
10. AREA SQUARE FOOTAGE (REMODEL T.I.): 6,232.00 S.F.
11. NEW SQUARE FOOTAGE: 40.5 S.F.
11. ALLOWABLE BUILDING HEIGHT: 60 FEET – 17' PROVIDED
12. DISTANCE FROM BUILDING TO THE NEAREST TWO FIRE HYDRANTS: (AS A VEHICLE WOULD TRAVEL)
    1. HYDRANT #997: 212' FT.
    2. HYDRANT #1011: 225' FT
13. SPRINKLERED STRUCTURE: YES

SETBACKS

	FRONT	REAR	CUMULATIVE (FRONT/REAR)	SIDE	SIDE STREET	HEIGHT
REQUIRED	0'-0"	10'-0"	N/A	0'-0" 10 when abutting a residential or apartment district	10'-0"	60'-0"
PROPOSED	0'-0"	10'-0"	N/A	0'-0"	**0'-0"**	**17'-0" MAX.**

LANDSCAPE CALCULATIONS

PROPOSED PROJECT IS EXEMPT FROM THE LANDSCAPE REQUIREMENTS DUE EXISTING DEVELOPMENT, WHICH CHANGES ITS USE FROM AN APPROVED USE TO ANY OTHER, APPROVED USE WITHIN THE SAME ZONING CATEGORY.

EXISTING STREET TREES (PARKWAY) TO REMAIN UNDISTURBED.

TO PARKING TREES TO BE PROVIDED.

PLANNING & INSPECTIONS DEPARTMENT
PLANNING DIVISION
DETAILED SITE DEVELOPMENT PLAN
APPROVED BY CITY COUNCIL

10-28-2025
DATE

APPLICANT

Kevin Smith
EXECUTIVE SECRETARY, CITY PLAN COMMISSION

CITY MANAGER

ES 2dio
architecture
Enrique Escobedo, AIA
Ph: 915.503-8428
E-mail: eesc@live.com

Detailed Site Development Plan for: Gala - Indigo Events Venue

600 S. Stanton St. El Paso, TX 79901

MARK	ISSUE	DATE	DESCRIPTION
1			
2			
3			
4			

Architect Seal:

REGISTERED ARCHITECT ENRIQUE ESCOBEDO 29937 STATE OF TEXAS

SEPTEMBER 19, 2025

Date: SEPTEMBER 19 2025
Revised: –
Project No. 2515
Drawn By: E.E.
Checked By: E.E.
File Name: 600 S. STANTON
Sheet Title:
Sheet No.

ZONING

600 S. Stanton

City Plan Commission — October 9, 2025 SPECIAL PERMIT

CASE NUMBER:	**PZST25-00008**
CASE MANAGER:	Jose Beltran, (915) 212-1607, BeltranJV@elpasotexas.gov
PROPERTY OWNER:	Alicia Coronel and Luis Carlos Coronel
REPRESENTATIVE:	Enrique Escobedo, AIA
LOCATION:	600 S. Stanton St. (District 8)
PROPERTY AREA:	0.29 acres
EXISTING ZONING:	C-4 (Commercial)
REQUEST:	Special Permit and Detailed Site Development Plan approval for Infill Development with reduction to the side street setback and a 60% parking reduction in the C-4 (Commercial) zone district.
RELATED APPLICATIONS:	None
PUBLIC INPUT:	No support or opposition received as of October 2, 2025

SUMMARY OF REQUEST: The applicant is requesting approval of special permit for an infill development with a reduction to the side street setback and a 60% parking reduction for the use of a ballroom in a C-4 (Commercial) zone district.

SUMMARY OF STAFF'S RECOMMENDATION: Staff recommends **APPROVAL** of the special permit for infill development and reduction of setbacks and parking in the C-4 (Commercial) zone district. The proposal meets all the requirements of El Paso City Code Sections 20.04.320 – Special Permit, 20.04.150 – Detailed Site Development Plan, and 20.10.280 – Infill Development. The proposed development is consistent with *Plan El Paso*, the City's adopted Comprehensive Plan.

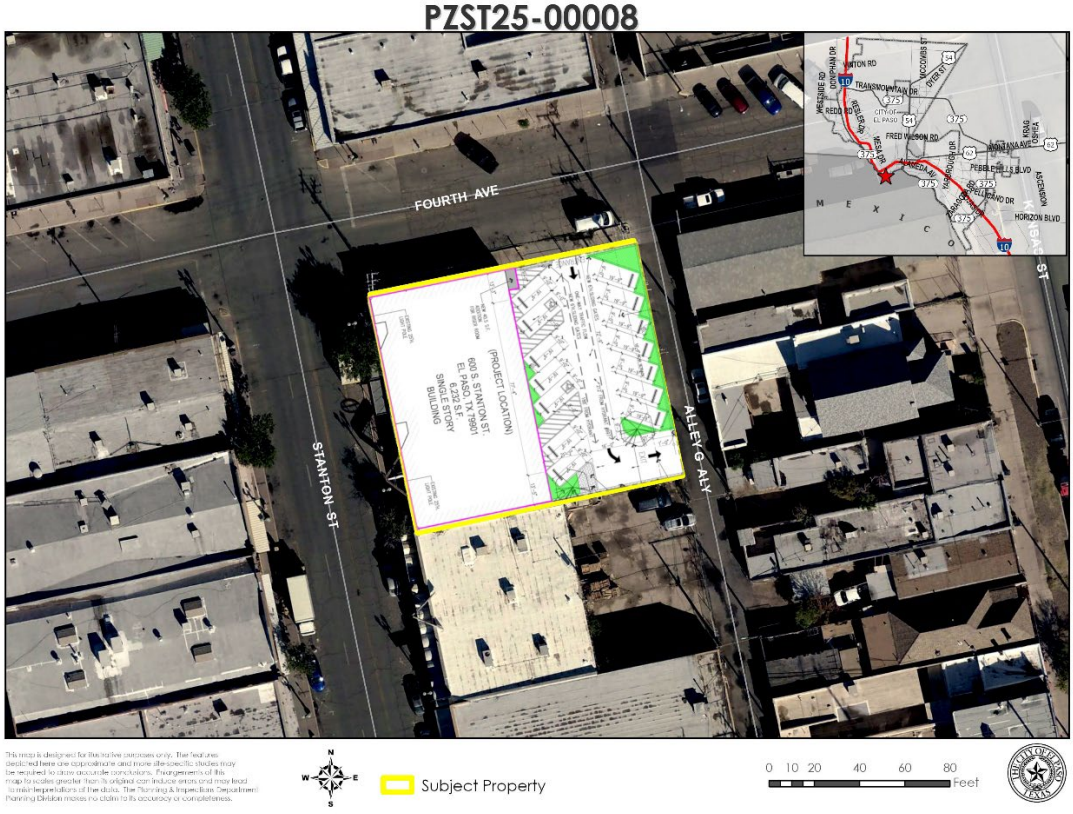


Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant is requesting review and approval of a Special Permit and Detailed Site Development Plan for Infill Development in a C-4 (Commercial) zoning district to allow for a proposed ballroom. The Detailed Site Development Plan illustrates the existing 6,252.5 square foot structure to be used as a ballroom with a maximum height of seventeen feet (17') and a proposed side street setback of zero feet (0') along with landscaping and parking areas.

The following table summarizes the reduction requested:

C-4 (Commercial) Zone District - Ballroom		
Density/Dimensional Standard	**Required**	**Proposed**
Front Yard Setback (min.)	0 ft.	No Change
Rear Yard Setback (min.)	10 ft.	No Change
Cumulative Front & Rear Yard Setback (min.)	No cumulative required.	N/A
Side Yard Setback (min.)	10 ft. when abutting residential or apartment district	N/A
Side Street Yard Setback (min.)	**10 ft.**	**0 ft.**
Height (max.)	60 ft.	17 ft.

Note: bold indicated requested reductions

In addition, the applicant is requesting a 60% parking reduction. A total of thirty-five (35) parking spaces are required, and the applicant is proposing to provide fourteen (14) parking spaces along with three (3) bicycle spaces. A parking study was submitted (Attachment 4), which shows twenty-eight (28) on-street parking spaces available per day on average. Pedestrian access to the property will be from Stanton Street and Fourth Avenue, with vehicular access through a one-way entrance along Fourth Avenue with exit through the alley.

COMPLIANCE WITH SPECIAL PERMIT FOR INFILL DEVELOPMENT STANDARDS (EL PASO CITY CODE SECTION 20.10.280)	
Criteria	**Does the Request Comply?**
Location Criteria: An infill development may be located on any parcel of land which meets at least one of the location criteria.	Yes. The subject property is located within the Downtown Plan Area and was annexed prior to 1955, thereby satisfying Mandatory Requirement 20.10.280.B.2 of the El Paso City Code.
Mandatory Design Requirement 1.1: Where on-site surface parking is proposed, it shall be located at the rear of the property and when possible accessed via alleyway; or at the side of the property and screened in accordance with Section 21.50.070.F.5.	Yes. The subject property has access through an entranceway located on the side of the property and the proposed parking will be located in the rear of the property. The principal building will screen the proposed parking from public view, ensuring compliance with the applicable requirement.
Mandatory Design Requirement 1.2: Buildings shall be placed on the parcels such that the principal orientation is toward the main street and the principal entrance is from the sidewalk.	Yes. The proposed development has the structure oriented towards Stanton Street, providing pedestrian access along the same frontage. The main entrance to the principal building will be accessed directly from the sidewalk along Stanton Street.
Mandatory Design Requirement 1.3: For proposals abutting existing residential development the front setback shall not deviate from the average front setback of lots within the same block as the proposed development by more than 15%.	Yes. The properties along this block have an average front setback of zero feet (0'). The proposed front setback of zero feet (0') is within the allowable 15% deviation from this average.
Selective Design Requirement 2.1: Any new structure with a ground floor commercial use shall demonstrate that building façades facing public rights-of-way have a	Yes. The proposed development will provide a majority transparent surface facing public rights-of-way via doors and non-opaque windows.

COMPLIANCE WITH SPECIAL PERMIT FOR INFILL DEVELOPMENT STANDARDS (EL PASO CITY CODE SECTION 20.10.280)	
majority (fifty percent or more) transparent surface on the ground floor. Transparent surface elements include, but are not limited to, doors and non-opaque windows.	
Selective Design Requirement 2.5: The total width of the primary structure shall be greater than or equal to 80% of the total lot width along the main street. For the purposes of this calculation, any necessary vehicular access driveway shall be subtracted from the total lot width.	Yes. The proposed development provides a primary structure with a total width of 100% of the lot's width along the main street frontage.
Selective Design Requirement 2.6: The project shall demonstrate compliance with one of the architectural styles defined in the Community Design Manual of Plan El Paso.	Yes. The proposed development complies with the architectural component requirements outlined in the Community Design Manual of *Plan El Paso*. The single-story structure will adhere to the Contemporary Style and will include the required features.

COMPLIANCE WITH SPECIAL PERMIT REQUIREMENTS (El Paso City Code 20.04.320.D)	
Criteria	**Does the Request Comply?**
1. The proposed development complies, except to the extent waived, varied or modified pursuant to the provisions of this title, with all of the standards and conditions applicable in the zoning district in which it is proposed to be located.	Yes. Aside from the reductions requested, the detailed site development plan demonstrates compliance with all applicable standards of the El Paso City Code.
2. Furthers *Plan El Paso* and applicable neighborhood plans or policies.	Yes. The request complies with recommendations of *Plan El Paso* and the G-2, Traditional Neighborhood (Walkable) Future Land Use designation. The proposed development will integrate with existing commercial uses along Stanton Street, while also permitting pedestrian and vehicular access.
3. Adequately served by and will not impose an undue burden upon public improvements.	Yes. The subject property fronts Stanton Street, a major arterial, as classified on the City of El Paso's Major Thoroughfare Plan (MTP). None of the reviewing departments had adverse comments and the existing infrastructure is deemed appropriate for the proposed use.
4. Any impacts of the proposed development on adjacent property are adequately mitigated with the design, proposed construction and phasing of the site development.	No impact is anticipated from the approval of the proposed special permit and detailed site development plan. The proposed development will adhere to zoning requirements based on the detailed site development plan and will not impose a risk to neighboring properties.
5. The design of the proposed development mitigates substantial environmental problems.	Yes. The subject property does not involve greenfield/environmentally sensitive land or arroyo disturbance.
6. The proposed development provides adequate landscaping and/or screening where needed.	Yes. The proposed development will be complying with landscaping standards and will screen the parking area from the street and neighboring properties.
7. The proposed development is compatible with adjacent structures and uses.	Yes. The subject property is located adjacent to a variety of commercial uses under the same C-4 (Commercial) zoning district.

COMPLIANCE WITH SPECIAL PERMIT REQUIREMENTS (El Paso City Code 20.04.320.D)	
8. The proposed development is not materially detrimental to the property adjacent to the site.	Yes. The proposed use and building design are compatible with surrounding properties. The structure's scale, architectural style and placement will complement the character of the existing development and maintain neighborhood consistency.

COMPLIANCE WITH *PLAN EL PASO* GOALS & POLICIES – When evaluating whether a proposed special permit is in accordance with *Plan El Paso*, consider the following factors:	
Criteria	**Does the Request Comply?**
Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property: **G-2, Traditional Neighborhood:** This sector includes the remainder of Central El Paso as it existing through World War II. Blocks are small and usually have rear alleys; buildings directly faced streets; schools, parks, and small shops are integrated with residential areas. This sector is well-suited for use of the SmartCode as a replacement for current zoning when planned in conjunction with specific neighborhood plans or identified in the Comprehensive Plan.	Yes. The proposed development meets the intent of the G-2, Traditional Neighborhood (Walkable) Future Land Use designation by integrating with nearby commercial and residential uses. Main access to the proposed development is through a pedestrian sidewalk along Stanton Street, while secondary access will be provided for vehicles and pedestrians through a side entryway along Fourth Avenue. This prioritizes pedestrian connectivity and supports the walkable character of the area.
Compatibility with Surroundings: The current zoning district is compatible with those surrounding the site: **C-4 (Commercial) District:** The purpose of these districts is to provide for locations for the most intensive commercial uses intended to serve the entire city. It is intended that the district regulations permit heavy commercial uses characterized by automotive and light warehousing. The regulations of the districts are intended to provide a transition from general business areas to industrial and manufacturing uses, and to accommodate major locations of commerce, service and employment activities.	Yes. The property is located in an area comprising mostly of other C-4 (Commercial) zoning districts to the north, south and west as well as SRR (Specialized Residential Revitalization) districts to the east. The surrounding uses consist mostly of commercial retail.
THE PROPOSED PROJECT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:	
Historic District or Special Designations & Study Area Plans: Any historic district or other special designations that may be applicable. Any adopted small areas plans, including land-use maps in those plans.	The proposed development is not located within historic districts or study area plan boundaries.
Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the request.	The proposed development is not anticipated to pose any adverse effects on the surrounding community as it is predominantly commercial.
Natural Environment: Anticipated effects on the natural environment.	The subject property does not involve any greenfield areas, environmentally sensitive land, or arroyo disturbance.

COMPLIANCE WITH *PLAN EL PASO* GOALS & POLICIES – When evaluating whether a proposed special permit is in accordance with *Plan El Paso*, consider the following factors:	
Stability: Whether the area is stable or in transition.	The area is stable with no rezonings within the last 10 years.
Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	The existing zoning will remain unchanged.

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: The subject property has direct access to Stanton Street which is designated as a major arterial under the City of El Paso's Major Thoroughfare Plan (MTP). The classification of this road is appropriate for the proposed development due to the existing infrastructure and services connecting commercial uses in the vicinity. Additionally, the subject property has quick access to the Stanton Bridge International Border Crossing which offers quick access to pedestrians and vehicles crossing to and from the international border. There are eleven (11) bus stops,) as well as one (1) El Paso Street Car stop within walking distance (0.25 miles). The closest bus stop is 0.06 miles away along Kansas Street. Sidewalks are currently present along Stanton Street and Fourth Avenue, as well as the majority of the surrounding area, providing primary access to the property. Secondary access will be from a proposed vehicular entranceway along Fourth Avenue that will exit through the rear alleyway. The alleyway will be improved and maintained for vehicular access.

SUMMARY OF DEPARTMENTAL REVIEW COMMENTS: No adverse comments were received from the reviewing departments. There is a portion of a roof canopy encroaching into the right-of-way which may require a special privilege. If any portion of the proposed building façade encroaches into the right-of-way, a special privilege will be required prior to the issuance of building permits.

PUBLIC COMMENT: The subject property lies within the bounds of three (3) recognized neighborhood associations including the El Paso Central Business Association, the Southside Neighborhood Association, and the Sunrise Civic Group Association. As of October 2, 2025, the Planning Division has not received any communication in support or opposition to the request.

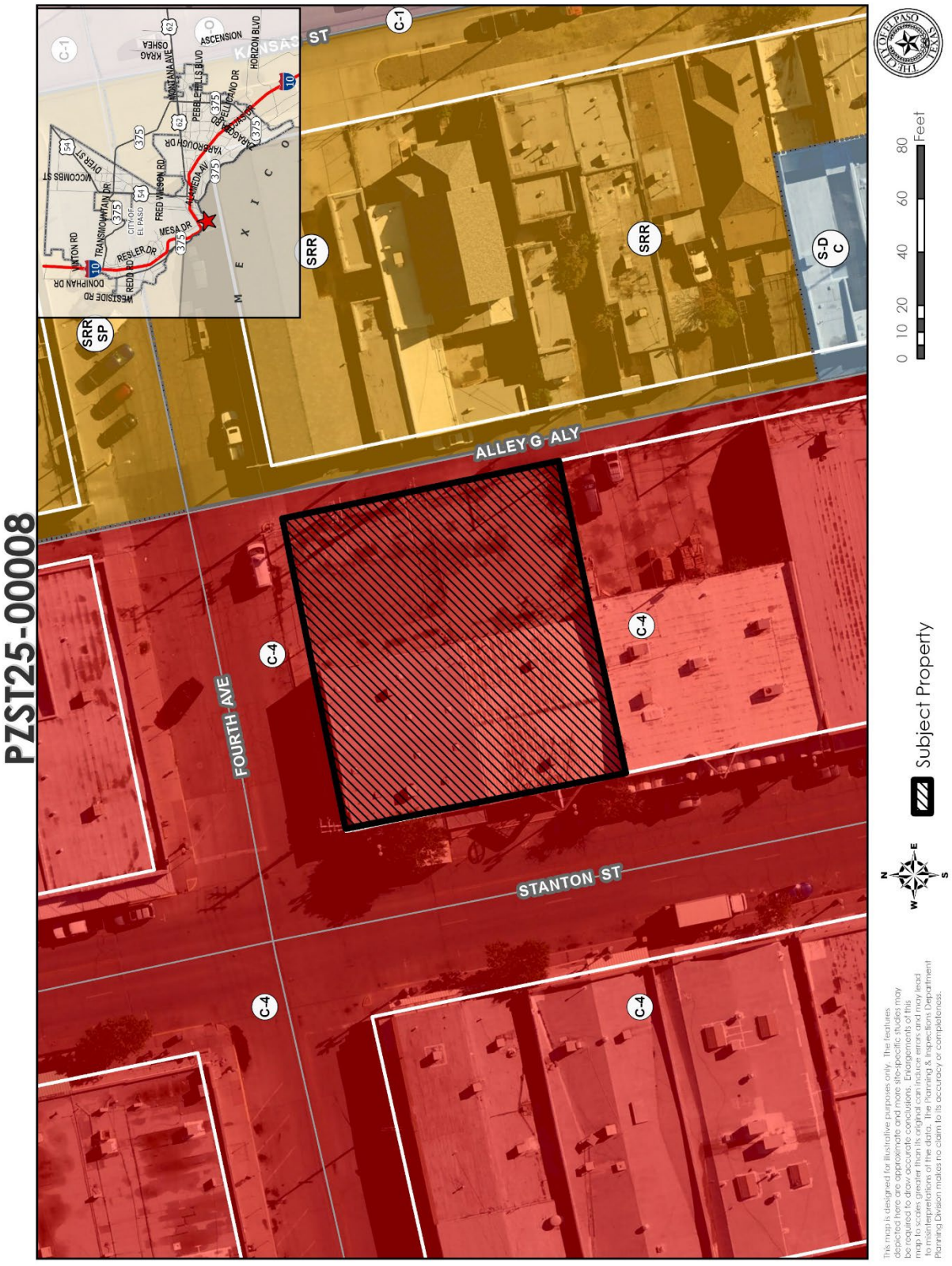
CITY PLAN COMMISSION OPTIONS: The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

1. **Recommend Approval** of the special permit request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan. **(Staff Recommendation)**
2. **Recommend Approval of the special permit request With Modifications** to bring the request into conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.
3. **Recommend Denial** of the special permit request, finding that the request does not conform to the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.

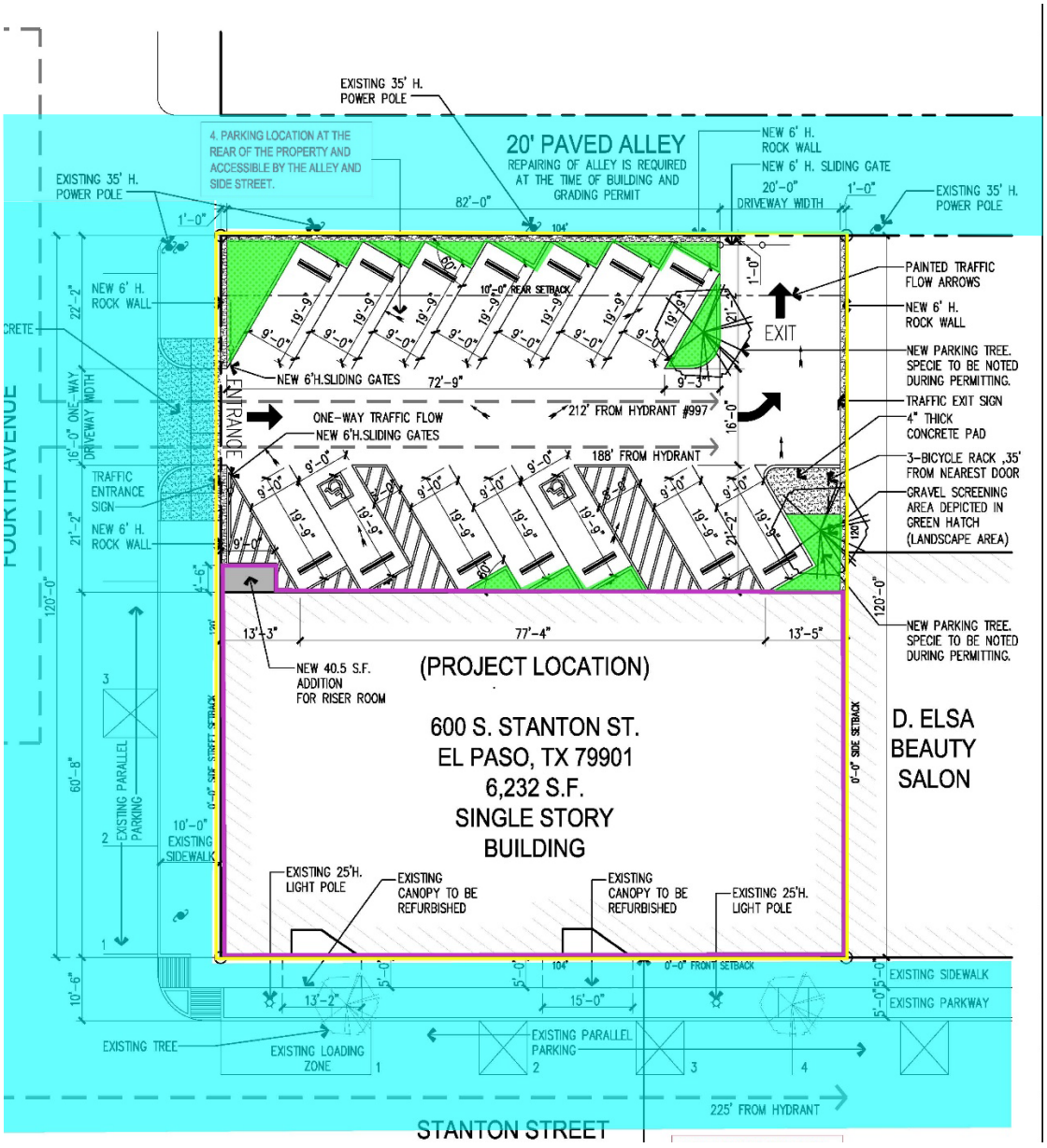
ATTACHMENTS:

1. Zoning Map
2. Detailed Site Development Plan
3. Elevations
4. Parking Study
5. Department Comments
6. Neighborhood Notification Boundary Map

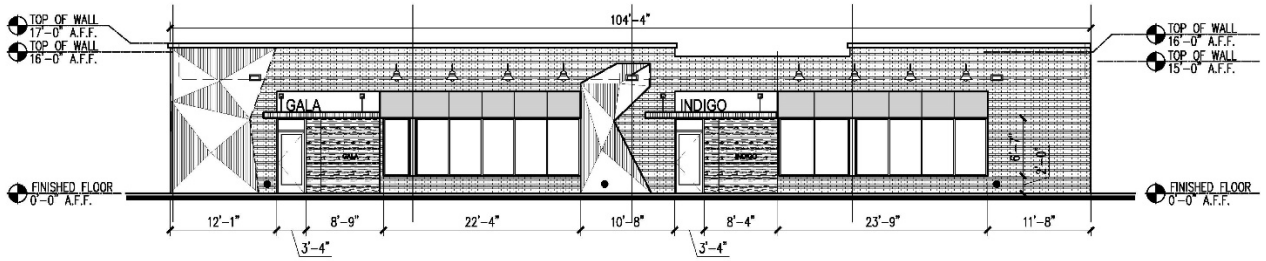
ATTACHMENT 1



ATTACHMENT 2

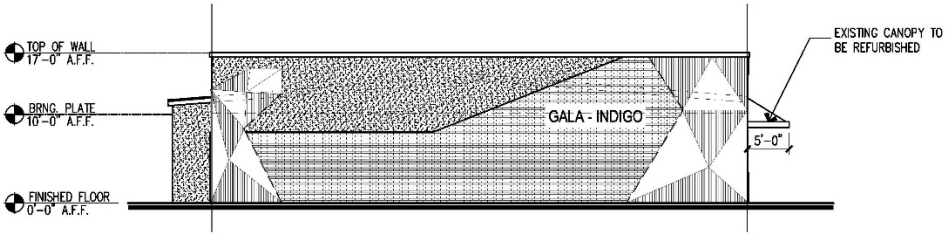


ATTACHMENT 3



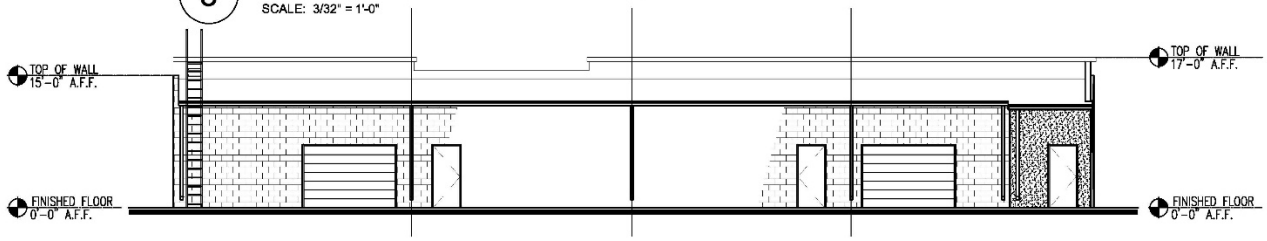
2 WEST ELEVATION

SCALE: 3/32" = 1'-0"



3 NORTH ELEVATION

SCALE: 3/32" = 1'-0"

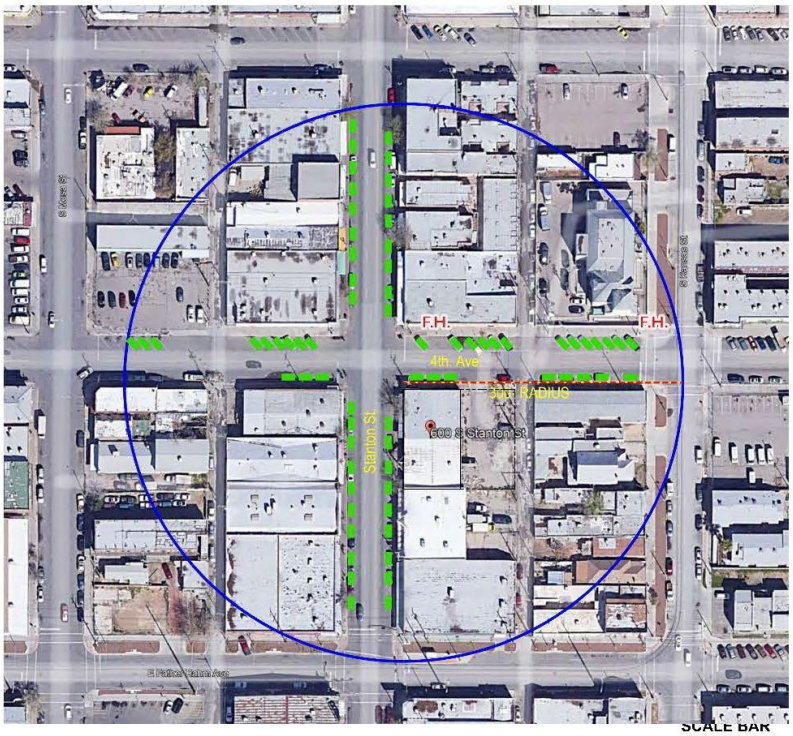


4 EAST ELEVATION

SCALE: 3/32" = 1'-0"

ATTACHMENT 4

PARKING SURVEY MAY-31-2025					
TIME	STANTON 37 TOTAL AVAILABLE	4th. AVENUE 33 TOTAL AVAILABLE			TOTAL 70 AVAILABLE
7 AM	32	18			50
8 AM	18	15			33
9 AM	16	12			28
10 AM	12	11			28
11 PM	10	11			21
12 PM	8	10			18
1 PM	8	9			17
2 PM	6	9			15
3 PM	6	9			15
4 PM	12	11			23
5 PM	17	12			29
6 PM	28	15			43
7 PM	32	18			50
TOTAL AVRG.	16	12			28
				AVERAGE AVAILABLE	**28**



BUILDINGS

18'X8' PARKING SPACE

300' RADIUS

FH - FIRE HYDRANT

ATTACHMENT 5

Planning and Inspections Department - Planning Division
Staff recommends **APPROVAL** of the special permit for infill development and reduction of setbacks and parking in the C-4 (Commercial) zone district. The proposal meets all the requirements of El Paso City Code Sections 20.04.320 – Special Permit, 20.04.150 – Detailed Site Development Plan, and 20.10.280 – Infill Development. The proposed development is consistent with *Plan El Paso*, the City's adopted Comprehensive Plan.

Planning and Inspections Department – Plan Review & Landscaping Division
No comments or objections to the proposed special permit request.

Planning and Inspections Department – Land Development
No objections to the proposed detailed site development plan.

Fire Department
No adverse comments.

Police Department
No comments received.

Environment Services
No comments received.

Streets and Maintenance Department
Transportation Engineering
No objections to the application. Parking study approved.

Traffic Division
We have communication lines at these locations: Contractor shall Email copy of 811 tickets to: LINESPOTS@ELPASOTEXAS.GOV and PAVEMENTCUT@ELPASOTEXAS.GOV, to schedule this work with the City of El Paso, Texas Traffic Signals line spotter's staff.

Street Lights Department
Street Lights Department does not object to this request.

Stanton St. or US-85 or US-62 is a Texas Department of Transportation (TXDoT) right-of-way (ROW). Street Lights Department requires that all projects that involve a roadway are to be evaluated for lighting requirements based on the City of El Paso Street Design Manual (SDM) and the Design Standards for Construction (DSC) according to City of El Paso Codes (cited below). While developing a project or construction area the existing street illumination system shall be protected and preserved. Complete survey for street illumination system shall be shown on plans. Any change on existing street illumination systems shall be coordinated with Street Lights Department.

For the development of a project a complete set of plans shall be submitted to Street Lights Department for review showing the minimum requirements for street illumination proposals**. The submission shall contain but shall not necessarily be limited to plans indicating the location on the premises of all lighting fixtures, both proposed and existing on the site***. The description of all lighting fixtures, both proposed and existing. Photometric data. Plans shall show street illumination design and details. El Paso city code is applicable to this process, Street Design Manual (SDM)* and any other applicable standards or requirements of the city.

City of El Paso Codes to be followed:
*Title 19 - 19.16.010 - Streetlighting.

**18.18.190 – Submission contents.
*** 19.02.040 Criteria for approval.

Contract Management Section
Indicate that any infrastructure that is on city right of way must be done as per Design Standards for Construction and Municipal Code.

Indicate that any damaged structure must be restored to same or better condition, this goes for asphalt, concrete, manholes, or water valves.

Ensure that driveways comply with Municipal Code Chapter 13.12

When installing sidewalks, ensure compliance with Municipal Code Chapter 19.21 governing sidewalks and Chapter 13.04.020 specifying sidewalk standards.

Sun Metro
No comments received.

El Paso Water
EPWater-PSB does not object to this request.

There is an existing 8-inch diameter water main that extends along Stanton Street, this main is located approximately 45-feet west of the property. This main is available to provide service.

There is an existing 6-inch diameter water main that extends along Fourth Avenue, this main is located approximately 72-feet north of the property. This main is available to provide service.

There is an existing 4-inch diameter water main that extends along the alley G Aly between Kansas street and Stanton Street. This main is located approximately 14.5-feet east of the property. This main is available to provide service.

Previous water pressure reading from fire hydrant #1001, located on the northeast corner of Stanton Street and Fourth Avenue has yielded a static pressure of 96 psi, a residual pressure of 94 psi, and a discharge flow of 1,501 gallons per minute. The owner should, for his own protection and at his own expense, install at the discharge side of each water meter a pressure regulator, strainer, and relief valve, to be set for pressure as desired by the customer. The lot owner shall be responsible for the operation and maintenance of the above-described water pressure regulating device.

EPWater records indicate an active ¾ -inch water meter serving the subject property. The service address for this meter is 600 S. Stanton Street.

Sanitary Sewer
There is an existing 8-inch diameter sanitary sewer main that extends along the alley G Aly between Kansas street and Staton Street. This main is located approximately 10-feet east of the property. This main is available to provide service.

General
EPWater-PSB requires a new service application to provide additional service to the property. New service applications are available at 1154 Hawkins, 3rd floor and should be made 6 to 8 weeks in advance of construction to ensure water for construction work. A site plan, utility plan, grading and drainage plans, landscaping plan, the legal description of the property and a certificate-of-compliance are required at the time of application. Service will be provided in accordance with the current EPWater-PSB Rules and Regulations. The applicant is responsible for the costs of any necessary on-site and off-site extensions, relocations or adjustments of water and sanitary sewer lines and appurtenances.

Stormwater:

EPWater-SW has reviewed the proposed plans and has no objections.

El Paso County 911 District
The 911 District has no comments or concerns regarding this special permit.

Texas Department of Transportation
No comments received.

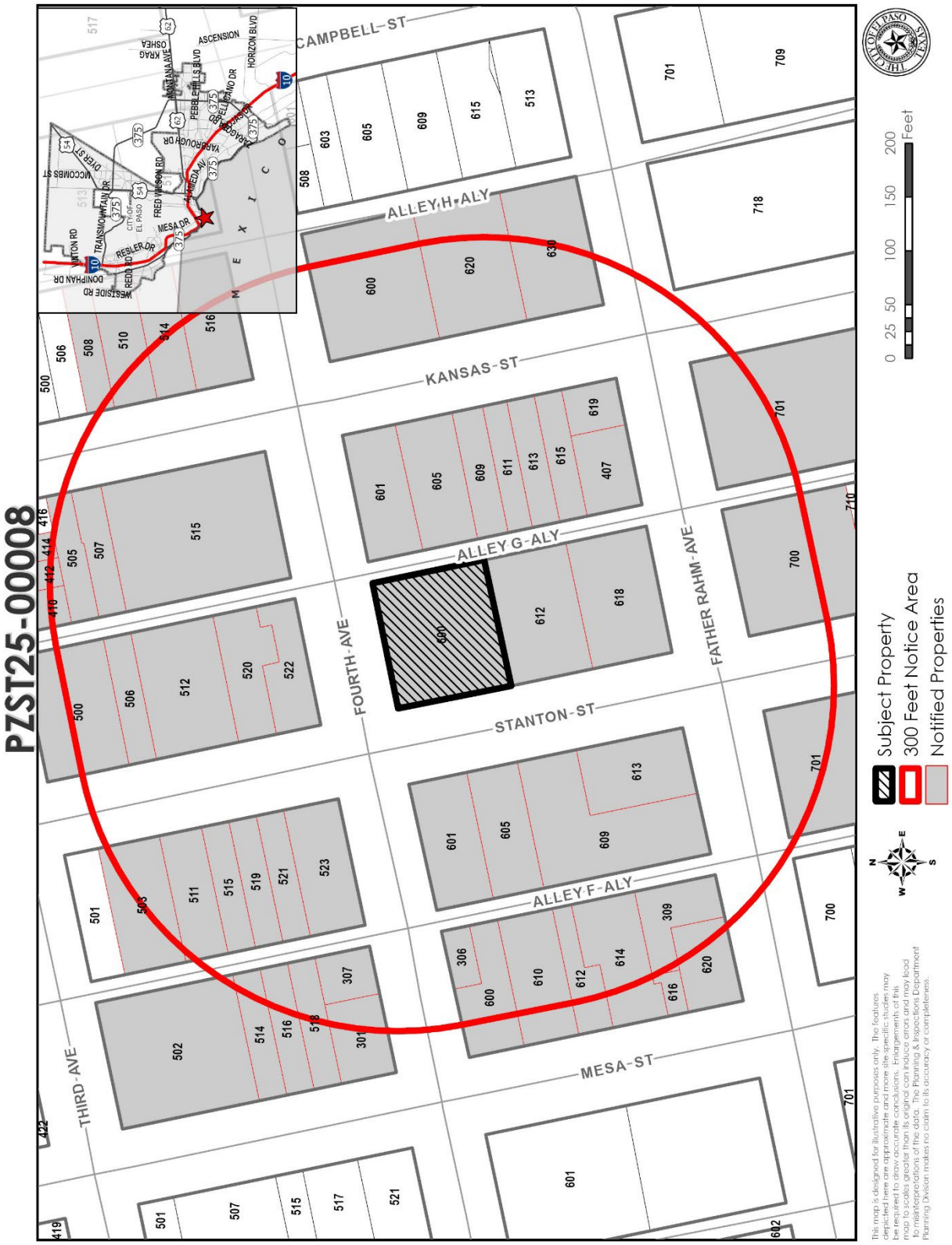
El Paso County Water Improvement District #1
No comments received.

Texas Gas Service
In reference to case PZST25-00008 - 600 S. Stanton St., Texas Gas Service has 2 service lines at 600 & 604 S Stanton St.

Disclaimer: Texas Gas Service does not allow permanent structures nor trees to be installed on top of TGS gas mains or service lines. If a conflict is anticipated, the developer, contractors or owner representative should contact TGS to relocate the gas main and/or service at the developer's expense.

El Paso Electric
We have no comments for 600 South Stanton Street.

ATTACHMENT 6



ITEM 19

600 S. Stanton

Special Permit

PZST25-00008



Strategic Goal 3.

Promote the Visual Image of El Paso

PZST25-00008



This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The Planning & Inspections Department Planning Division makes no claim to its accuracy or completeness.

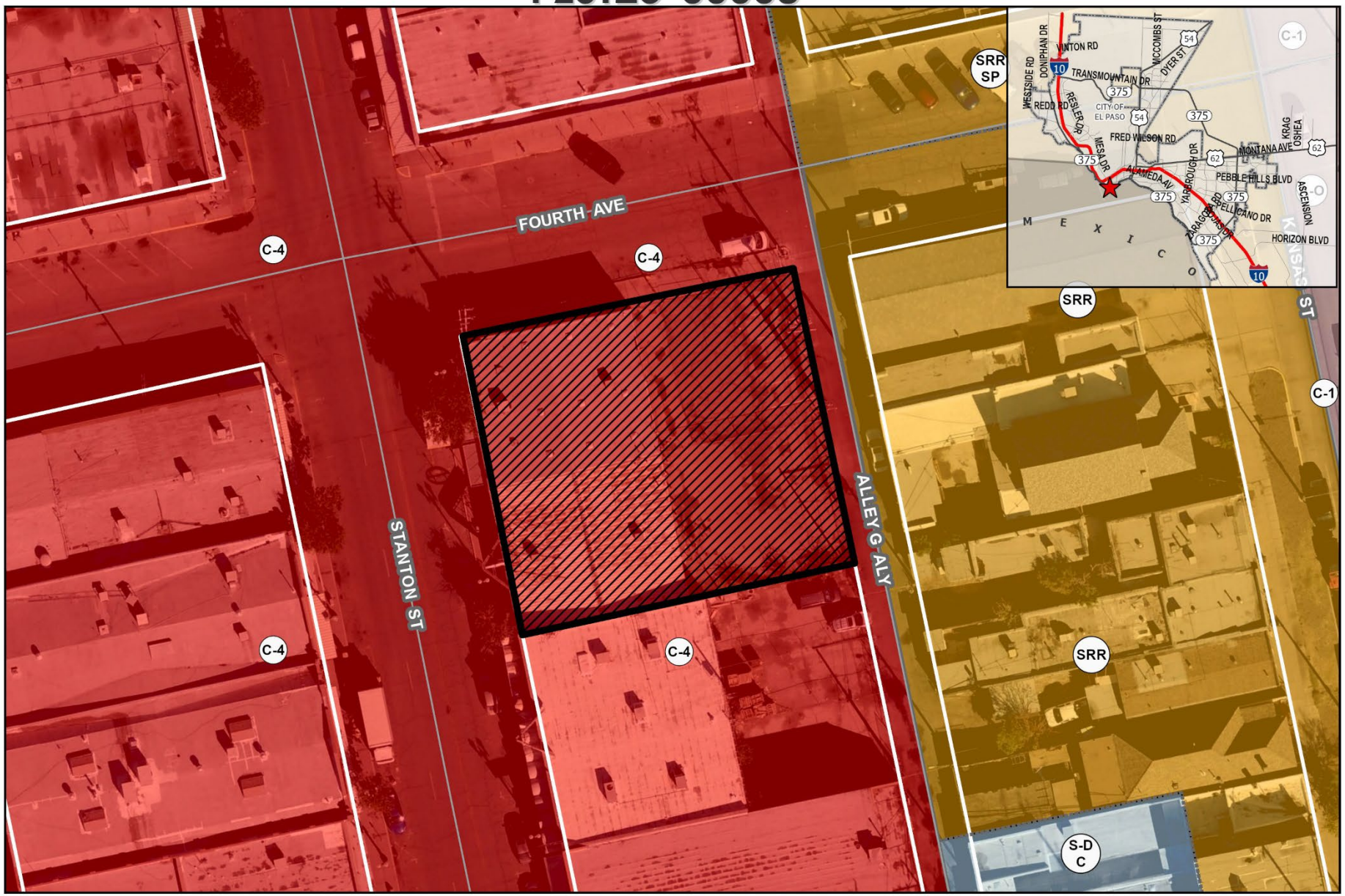
N W E S

Subject Property

0 10 20 40 60 80 Feet

Aerial

PZST25-00008



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N
W E
S

Subject Property

0 10 20 40 60 80
Feet

THE CITY OF EL PASO TEXAS

Existing Zoning

PZST25-00008



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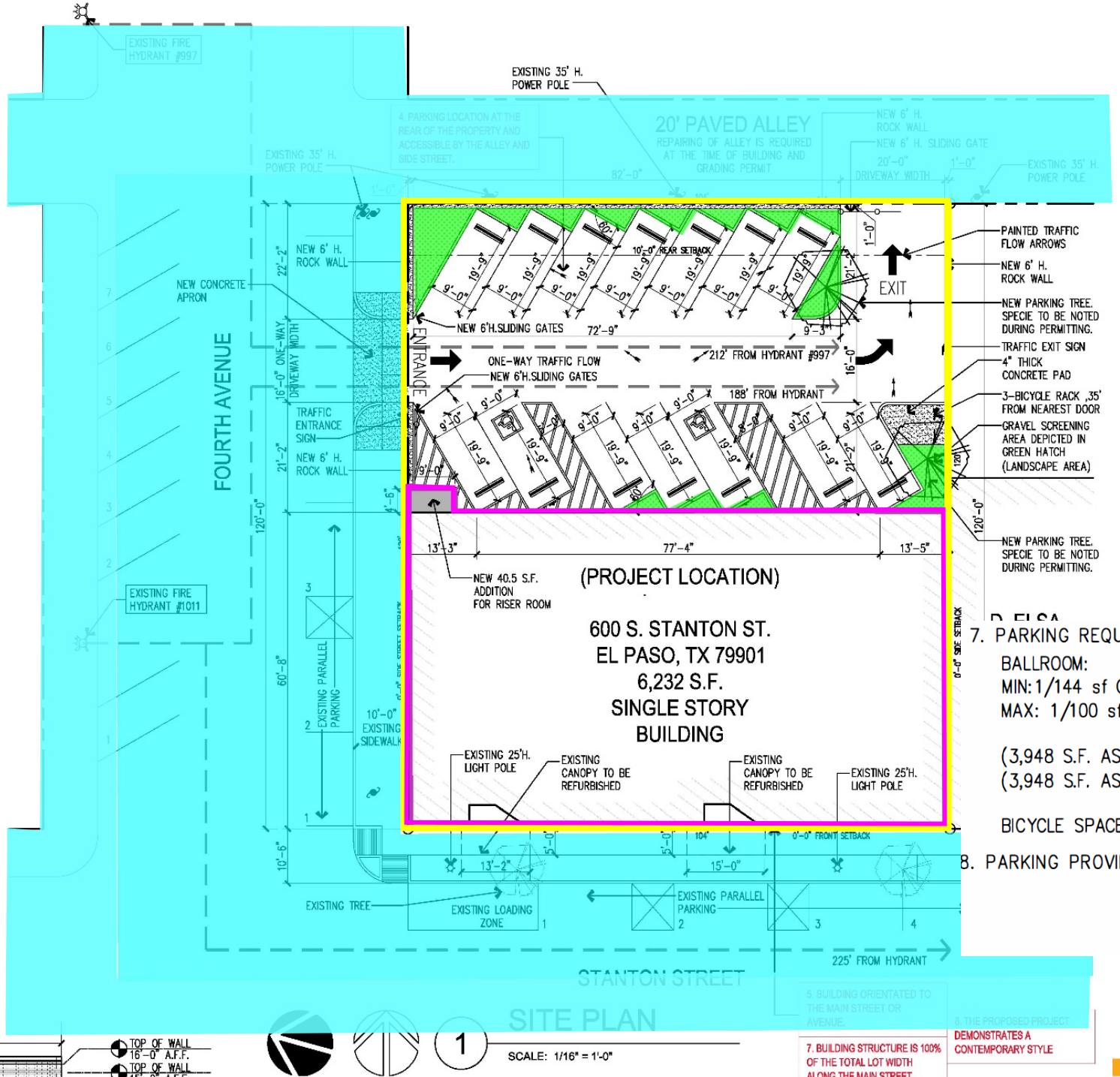
N W E S

Subject Property

0 10 20 40 60 80 Feet

Future Land Use Map

G-2, Traditional Neighborhood: Blocks are small and usually have rear alleys; buildings directly faced streets; schools, parks, and small shops are integrated with residential areas. This sector is well-suited for use of the SmartCode as a replacement for current zoning when planned in conjunction with specific neighborhood plans or identified in *Plan El Paso*.



Detailed Site Plan

7. PARKING REQUIRED: ..... 35 PARKING SPACES MIN.

BALLROOM:
MIN: 1/144 sf GFA of assembly area; plus 1/288 sf GFA of other areas
MAX: 1/100 sf GFA of assembly area; plus 1/200 sf GFA of other areas

(3,948 S.F. ASSEMBLY AREA/144=27)+(2,284 S.F./288=8)=35 PARKING SPACES MIN.
(3,948 S.F. ASSEMBLY AREA/100=39)+(2,284 S.F./200=11)=50 PARKING SPACES MAX.

BICYCLE SPACES = 3 MIN.

8. PARKING PROVIDED: ..... 14 PARKING SPACES PROVIDED
3-BICYCLE RACK PROVIDED

NOTE: 60 % PARKING REDUCTION TO BE REQUESTED DURING INFILL DEVELOPMENT APPLICATION.



BUILDINGS

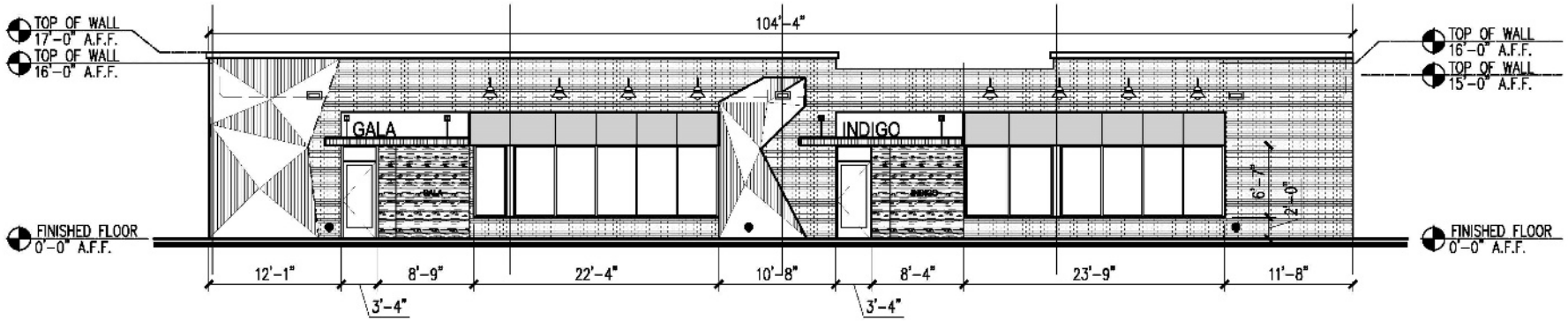
18'X8' PARKING SPA

300' RADIUS

FH - FIRE HYDRANT

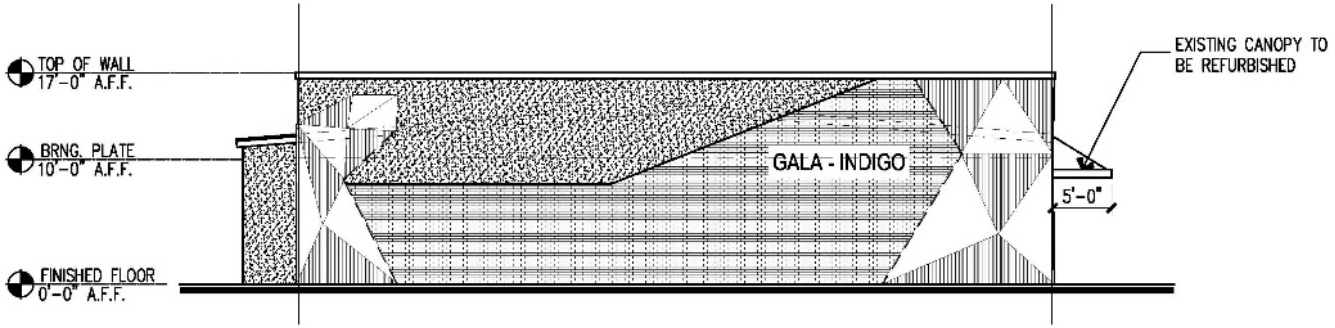
PARKING SURVEY MAY-31-2025			
TIME	STANTON 37 TOTAL AVAILABLE	4th. AVENUE 33 TOTAL AVAILABLE	TOTAL 70 AVAILABLE
7 AM	32	18	50
8 AM	18	15	33
9 AM	16	12	28
10 AM	12	11	28
11 PM	10	11	21
12 PM	8	10	18
1 PM	8	9	17
2 PM	6	9	15
3 PM	6	9	15
4 PM	12	11	23
5 PM	17	12	29
6 PM	28	15	43
7 PM	32	18	50
TOTAL AVRG.	16	12	28
		AVERAGE AVAILABLE	28

Detailed Site Plan



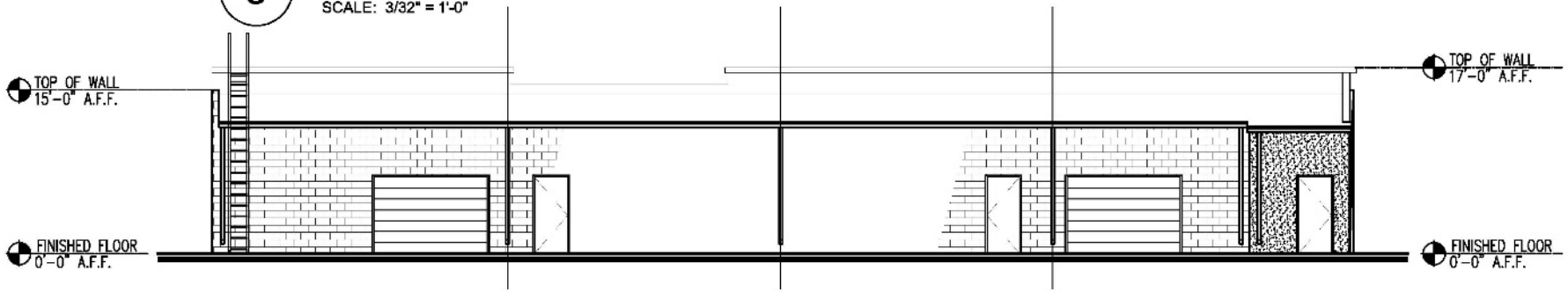
2 WEST ELEVATION

SCALE: 3/32" = 1'-0"



3 NORTH ELEVATION

SCALE: 3/32" = 1'-0"



4 EAST ELEVATION

SCALE: 3/32" = 1'-0"

Detailed Site Plan

(Maximum Height 17'-0")

PZST25-00008



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N W E S

Subject Property

0 10 20 40 60 80 Feet

Detailed Site Plan



Subject Property

Surrounding Development

N









W

E

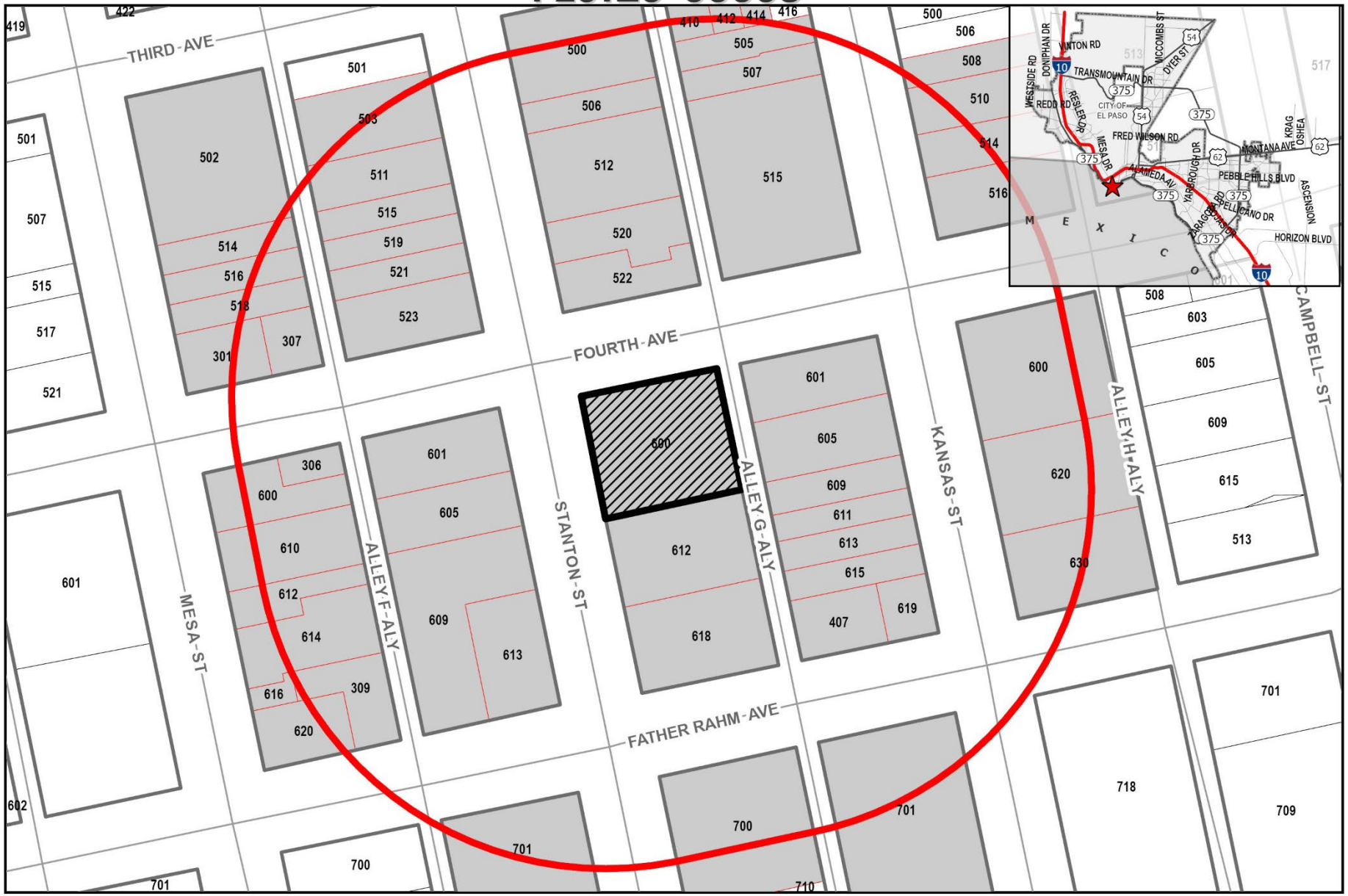
S

Public Input

- The El Paso Central Business Association, the Southside Neighborhood Association and the Sunrise Civic Group Association were notified of the request by the applicant.
- Notices were mailed to property owners within 300 feet on September 26, 2025.
- The Planning Division has not received any communications in support or opposition to the request.



PZST25-00008



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N W E S

Subject Property
300 Feet Notice Area
Notified Properties

0 25 50 100 150 200 Feet

Notice Map

34 Notices
55 Properties



Recommendation

- Staff and CPC (7-1) recommend **approval** of the Special Permit and Detailed Site Development Plan approval requests.

Mission

Deliver exceptional services to support a high quality of life and place for our community

Vision

Develop a vibrant regional economy, safe and beautiful neighborhoods and exceptional recreational, cultural and educational opportunities powered by a high performing government

Values

Integrity, Respect, Excellence, Accountability, People

File #: 25-1445, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below. No Title's, No emails. Please use ARIAL 10 Font.

District 2, 6, & 7
Capital Improvement Department, Joaquin Rodriguez, (915) 268-5148

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

An Ordinance amending Title 18 (Building and Construction), Chapter 18.18 (Outdoor Lighting Code), Article X (Other Exemptions), Section 18.18.376 (City-owned Facilities), to add an exemption related to the Sun City Lights Program associated projects; the penalty is as provided for in Section 18.18.400 of the El Paso City Code.

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

DEPARTMENT: Capital Improvement Department

AGENDA DATE: 12/16/25

PUBLIC HEARING DATE: 1/6/26

CONTACT PERSON NAME: Joaquin Rodriguez **PHONE NUMBER:** 915-268-5148

DISTRICT(S) AFFECTED: 2,6,&7

STRATEGIC GOAL:

Goal 3 Promote the Visual Image of El Paso

SUBGOAL:

3.1 Improve the visual impression of the community (gateways, corridors, intersection, and parklands) Construct Sun City Lights entryways

SUBJECT:

AN ORDINANCE AMENDING TITLE 18 (BUILDING AND CONSTRUCTION), CHAPTER 18.18 (OUTDOOR LIGHTING CODE), ARTICLE X (OTHER EXEMPTIONS), SECTION 18.18.376 (CITYOWNED FACILITIES), TO ADD AN EXEMPTION RELATED TO THE
SUN CITY LIGHTS PROGRAM AND ASSOCIATED PROJECTS; THE PENALTY IS AS PROVIDED FOR IN SECTION 18.18.400 OF THE EL PASO CITY CODE.

BACKGROUND / DISCUSSION:

This agenda item is for City Council consideration of an ordinance amending Title 18 (Building and Construction), Chapter 18.18 (Outdoor Lighting Code), Article X (Other Exemptions), Section 18.18.376 (City-Owned Facilities) to add an exemption for decorative lighting elements associated with the Sun City Lights Program.

The ordinance will add Sun City Lights projects at the following locations to the list of City-owned facilities exempt from the Outdoor Lighting Code:
Washington Park
Pueblo Viejo Park
Marty Robbins Park
Piedras – Five Points

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

PRIOR COUNCIL ACTION:

May 7, 2024: Council approved reprogramming of $2,740,386.42 from the Citywide Wayfinding Project to the Sun City Lights Program.

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)

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

DEPARTMENT HEAD: _____

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

ORDINANCE NO. _____

AN ORDINANCE AMENDING TITLE 18 (BUILDING AND CONSTRUCTION), CHAPTER 18.18 (OUTDOOR LIGHTING CODE), ARTICLE X (OTHER EXEMPTIONS), SECTION 18.18.376 (CITY-OWNED FACILITIES), TO ADD AN EXEMPTION RELATED TO THE SUN CITY LIGHTS PROGRAM AND ASSOCIATED PROJECTS; THE PENALTY IS AS PROVIDED FOR IN SECTION 18.18.400 OF THE EL PASO CITY CODE.

WHEREAS, Title 18 (Building and Construction) of the El Paso City Code was adopted to promote the health safety, and general welfare of the community; and

WHEREAS, the City recognizes the unique characteristics of the Sun City lights program as a placemaking initiative; and

WHEREAS, exemptions from the outdoor lighting code for Sun City Lights decorative lighting and landscaping elements are reasonable and necessary in order to promote the City's long-term vision to have safe and beautiful neighborhoods, a vibrant regional economy and exceptional recreational and cultural opportunities; and

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

SECTION 1. That Title 18 (Building and Construction), Chapter 18.18 (Outdoor Lighting Code), Section 18.18.376 (City-owned Facilities) of the El Paso City Code be amended as follows:
18.18.376 - City-owned facilities.

The following City owned properties and projects are exempt from complying with the intent of this Code:

1. Spray parks;

2. The El Paso International Airport, which for the purposes of this section is from a point beginning at the intersection of Terminal Dr. and Piper Ct., north and west along Airway Blvd. to Convair Rd., north and east along Convair Rd. to the easternmost point of Terminal Dr., and south along Terminal Dr. to the point of beginning, to include the airport terminal building and all property located within the Security Identification Display Area (SIDA) and the airport security perimeter.

3. All projects associated with the City of El Paso Sun City Lights Program at the following locations:

    a. Washington Park
    b. Pueblo Viejo Park
    c. Marty Robbins Park
    d. Piedras – 5 Points

SECTION 2. Except as expressly herein amended, Title 18 (Building and Construction), Chapter 18.18 (Outdoor Lighting Code) of the El Paso City Code shall remain in full force and effect.

ADOPTED on this ____ day of _____, 2026.

CITY OF EL PASO

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Russell Abeln
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Joaquin Rodriguez, Director
CID Grant Funded Programs

City of El Paso
Capital Improvement Department

Title 18 | Ordinance Amendment

Sun City Lights Program

December 15, 2025

Strategic Plan Goal:

Goal 3: Promote the Visual Image of El Paso

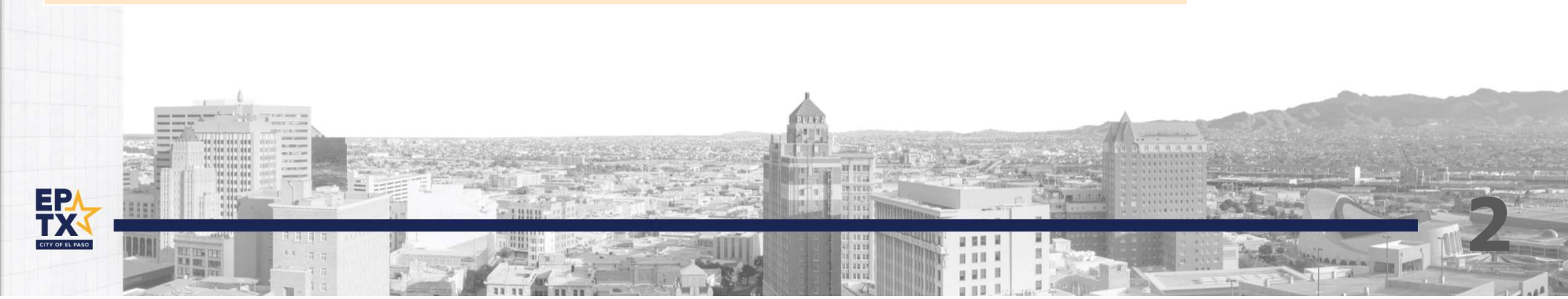
Background

As we move forward with the Sun City Lights Program, we face a regulatory challenge. Under the current **Title 18 Outdoor Lighting Code**, our artistic and placemaking installations are classified as **Class 1 Functional Lighting** the same category as roadway, parking, and security fixtures.

Outdoor lighting Code Limitations

Standards are strict:

Color temperature limits (to reduce glare and blue light).
Cutoff and shielding requirements (to minimize light trespass).
Brightness levels based on safety codes.
The code assumes lighting is for visibility and safety, not aesthetics.



Overview

Title 18 Lighting Code
Not designed for artistic/placemaking

Impact on Sun City Lights Program
Limits innovation
Adds delays & redesign costs

2017 Precedent
Council approved Ordinance 18.18.377
Heritage corridors No. 018665

- ❑ Kern Place – Cincinnati Sun City Lights



Recommendation
Amend the existing ordinance to include the remaining (4) four Sun City Lights projects

- ★ Five Points
- ★ MCA Washington Park
- ★ Marty Robbins Park
- ★ Pueblo Viejo Park

18.18.377 - Heritage corridors.

Ornamental lighting including but not limited to string lights, lighted archways and spires located within the public rights-of-way for the following heritage corridors are exempt from all requirements of this chapter:

1. El Paso International Airport Corridor which is Airway Boulevard from Interstate 10 to Airport Road;
2. Kern Place Neighborhood Corridor which is Cincinnati Avenue which is from North Stanton Street to North Oregon Street; East Glory Road from North Mesa Street to North Oregon Street; and East Baltimore Avenue from North Stanton Street to North Mesa Street.

(Ord. No. 18665, § 1, 4-18-2017)

Strategic Alignment

VIBRANT REGIONAL ECONOMY

Goal 3: Promote the Visual Image of El Paso

3.1 Improve the visual impression of the community (gateways, corridors, intersections and parklands)

- Construct Sun City Lights entryways

Without this proposed exemption, the City's own program may conflict with lighting code



MCA Washington Park



MCA Washington Park



D6 Marty Robbins Park





7

D6 Marty Robbins Park



D7 Pueblo Viejo Park



D7 Pueblo Viejo Park



Request for Action

Authorize staff to draft amendment to **Ordinance Title 18.18.377** – Article X Other Exemptions.

Direct CID + Planning & Inspections + Legal to prepare language.

Apply exemptions to all remaining Sun City Lights projects that are currently under design.

- Five Points
- MCA Washington Park
- Marty Robbins Park
- Pueblo Viejo Park

MISSION

Deliver exceptional services to support a high quality of life and place for our community.

VISION

Develop a vibrant regional economy, safe and beautiful neighborhoods and exceptional recreational, cultural and educational opportunities powered by a high performing government.

VALUES

Integrity, **R**espect, **E**xcellence, **A**ccountability, **P**eople



MISIÓN

Brindar servicios excepcionales para respaldar una vida y un lugar de alta calidad para nuestra comunidad

VISIÓN

Desarrollar una economía regional vibrante, vecindarios seguros y hermosos y oportunidades recreativas, culturales y educativas excepcionales impulsadas por un gobierno de alto desempeño

VALORES

Integridad, **R**espeto, **E**xcelencia, **R**esponsabilidad, **P**ersonas





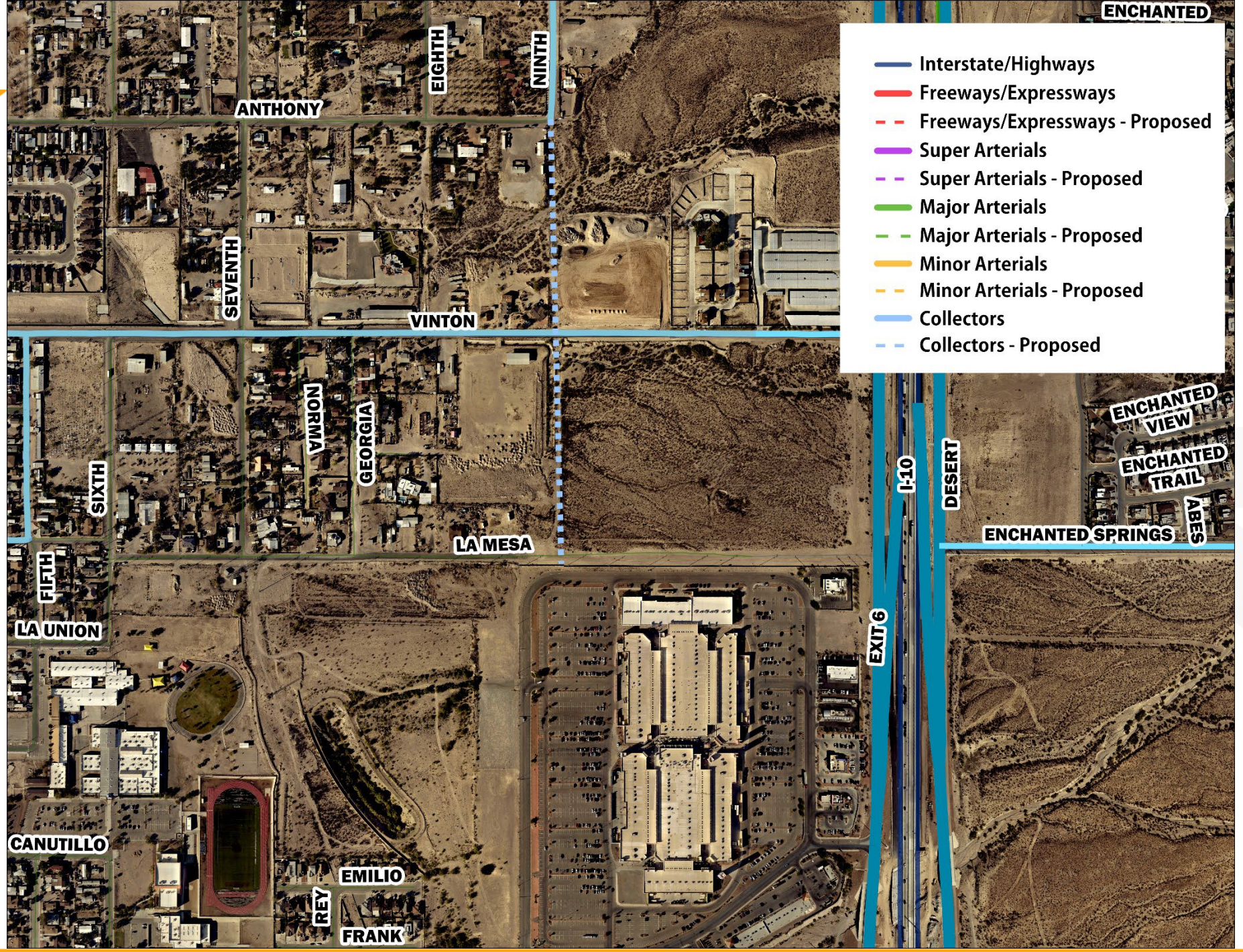
MTP AMENDMENTS

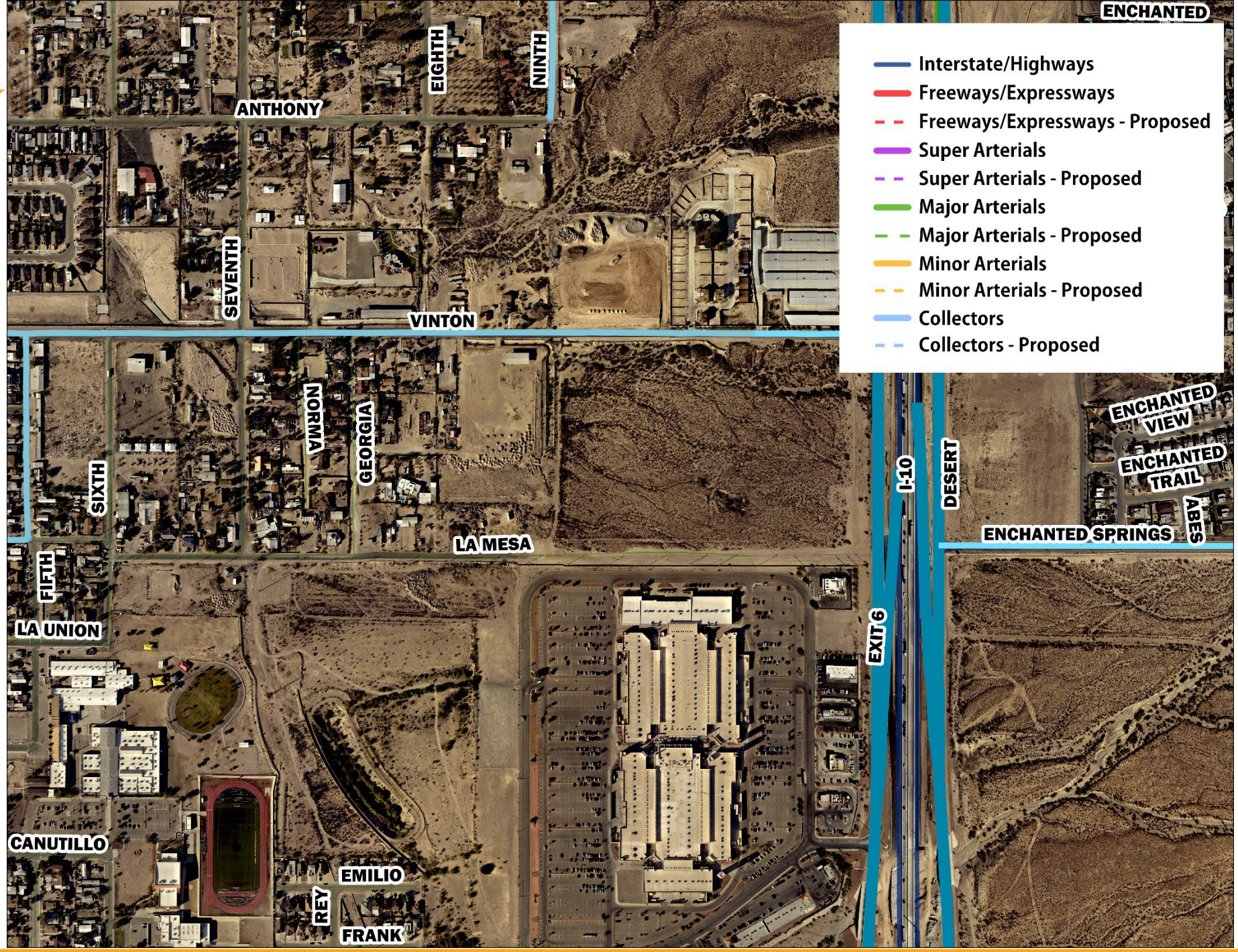
12/02/2025

Capital Improvement Department

REQUEST TO AMEND MTP

- Delete the proposed collector connection between Suncrest and Vin Rambla
- Connect collectors Suncrest Dr and Vin Morella to I-10
- Delete the proposed collector extension of Ninth Street that runs between La Mesa St and Vinton Ave

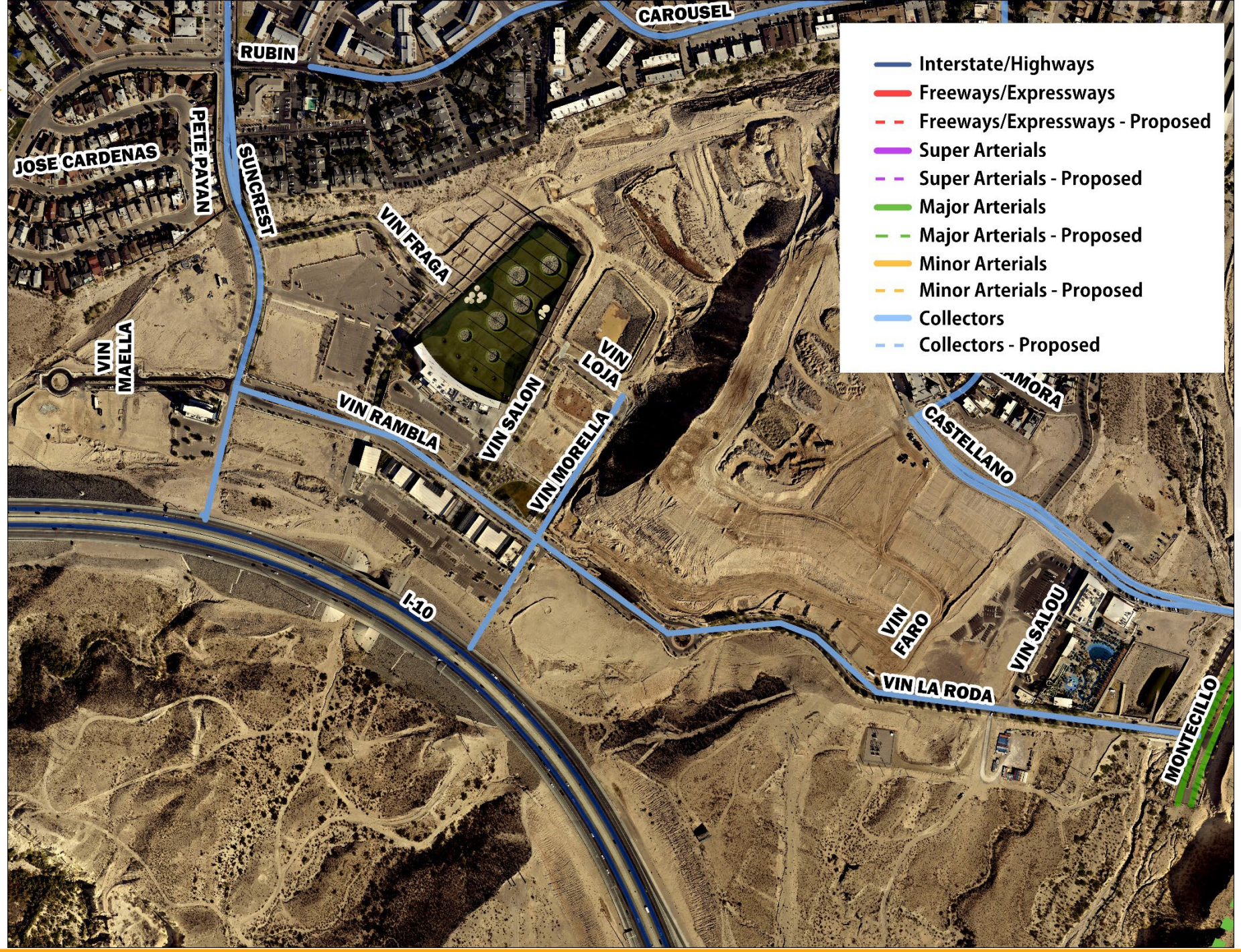

ENCHANTED
ANTHONY
EIGHTH
NINTH
SEVENTH
VINTON
Interstate/Highways
Freeways/Expressways
Freeways/Expressways - Proposed
Super Arterials
Super Arterials - Proposed
Major Arterials
Major Arterials - Proposed
Minor Arterials
Minor Arterials - Proposed
Collectors
Collectors - Proposed
SIXTH
NORMA
GEORGIA
LA MESA
I-10
DESERT
ENCHANTED VIEW
ENCHANTED TRAIL
ABES
ENCHANTED SPRINGS
FIFTH
LA UNION
EXIT 6
CANUTILLO
EMILIO
REY
FRANK


ENCHANTED
ANTHONY
EIGHTH
NINTH
SEVENTH
VINTON
NORMA
GEORGIA
SIXTH
LA MESA
FIFTH
LA UNION
CANUTILLO
EMILIO
REY
FRANK
EXIT 6
I-10
DESERT
ENCHANTED VIEW
ENCHANTED TRAIL
ABES
ENCHANTED SPRINGS
Interstate/Highways
Freeways/Expressways
Freeways/Expressways - Proposed
Super Arterials
Super Arterials - Proposed
Major Arterials
Major Arterials - Proposed
Minor Arterials
Minor Arterials - Proposed
Collectors
Collectors - Proposed

The requested deletion is to reflect the previously approved development plan and is in association with the construction of commercial development to the west of the Outlet Shoppes at El Paso Development

Approval of this amendment will align with the approved Master Plan


VIN FRAGA
NEW ORLEANS
VIN LOJA
VIN SALON
VIN MORELLA
VIN RAMBLA
VIN BUNOL
VIEA
VIN
VIN MARBELLA
FESTIVAL
VIN ZAMORA
VIN ETIENNE
CASTELLANO
VIN FARO
VIN SALOU
MONTECILLO
VIN LA RODA
I-10
Interstate/Highways
Freeways/Expressways
Freeways/Expressways - Proposed
Super Arterials
Super Arterials - Proposed
Major Arterials
Major Arterials - Proposed
Minor Arterials
Minor Arterials - Proposed
Collectors
Collectors - Proposed


CAROUSEL
RUBIN
JOSE CARDENAS
PETE PAYAN
SUNCREST
VIN FRAGA
VIN MAELLA
VIN RAMBLA
VIN SALON
VIN LOJA
VIN MORELLA
CASTELLANO
I-10
VIN FARO
VIN SALOU
VIN LA RODA
MONTECILLO
Interstate/Highways
Freeways/Expressways
Freeways/Expressways - Proposed
Super Arterials
Super Arterials - Proposed
Major Arterials
Major Arterials - Proposed
Minor Arterials
Minor Arterials - Proposed
Collectors
Collectors - Proposed

The requested deletion is to reflect the existing conditions and is in association with the construction of a commercial development

Approval of this amendment will facilitate existing development and further growth

Proposed alternative connections from Suncrest and Vin Morella to I-10 will maximize transportation connectivity for Monticello

After extensive coordination with reviewing departments, analysis of existing and trending development in the area, and consideration of the submitted traffic impact analysis staff recommends APPROVAL of the proposed MTP amendments

MISSION



Deliver exceptional services to support a high quality of life and place for our community

VISION



Develop a vibrant regional economy, safe and beautiful neighborhoods and exceptional recreational, cultural and educational opportunities powered by a high performing government

VALUES

Integrity, Respect, Excellence, Accountability, People

File #: 25-1459, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.
No Title's, No emails. Please use ARIAL 10 Font.

District 6
Planning and Inspections, Philip F. Etiwe, (915) 212-1553
Planning and Inspections, Alejandra Gonzalez, (915) 212-1506

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

An Ordinance changing the zoning of a portion of Lot 35, Block 54, Vista Hills Subdivision Unit Eleven, City of El Paso, El Paso County, Texas from A-2/sc/sp (Apartment/special contract/special permit) to C-1/sc/sp (Commercial/special contract/special permit). The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

The proposed rezoning meets the intent of the Future Land Use designation for the property and is in accordance with Plan El Paso, the City's Comprehensive Plan.

Subject Property: 1991 Saul Kleinfeld
Applicant: Simpatico East Property LLC, PZRZ25-00021

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

DEPARTMENT: Planning and Inspections

AGENDA DATE: 12/16/25

PUBLIC HEARING DATE: 1/6/26

CONTACT PERSON NAME: Philip F. Etiwe **PHONE NUMBER:** (915) 212-1553

2nd CONTACT PERSON NAME: Alejandra Gonzalez **PHONE NUMBER:** (915) 212-1506

DISTRICT(S) AFFECTED: 6

STRATEGIC GOAL:

#3 Promote the Visual Image of El Paso

SUBGOAL:

3.2 Set one standard for infrastructure across the city

SUBJECT:

An Ordinance changing the zoning of a portion of Lot 35, Block 54, Vista Hills Subdivision Unit Eleven, City of El Paso, El Paso County, Texas from A-2/sc/sp (Apartment/special contract/special permit) to C-1/sc/sp (Commercial/special contract/special permit). The penalty is as provided for in Chapter 20.24 of the El Paso City Code.

The proposed rezoning meets the intent of the Future Land Use designation for the property and is in accordance with Plan El Paso, the City's Comprehensive Plan.

Subject Property: 1991 Saul Kleinfeld
Applicant: Simpatico East Property LLC, PZRZ25-00021

BACKGROUND / DISCUSSION:

The applicant is requesting to rezone the subject property from A-2/sc/sp (Apartment/special contract/special permit) to C-1/sc/sp (Commercial/special contract/special permit) to allow for the existing assisted living facility and a proposed commercial day care center. City Plan Commission recommended 8-0 to approve the proposed rezoning in October 9, 2025. As of December 1, 2025, the Planning Division has not received any communication in support or opposition to the rezoning request. See attached staff report for additional information.

COMMUNITY AND STAKEHOLDER OUTREACH:

There are no registered neighborhood associations applicable to the subject property. Public notices were mailed to property owners within 300 feet on September 25, 2025.

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

N/A

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)

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

DEPARTMENT HEAD: Philip Etiwe

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE ZONING OF A PORTION OF LOT 35, BLOCK 54, VISTA HILLS SUBDIVISION UNIT ELEVEN, 1991 SAUL KLEINFELD DRIVE, CITY OF EL PASO, EL PASO COUNTY, TEXAS FROM A-2/SC/SP (APARTMENT/ SPECIAL CONTRACT/SPECIAL PERMIT) TO C-1/SC/SP (COMMERCIAL/ SPECIAL CONTRACT/SPECIAL PERMIT), AND IMPOSING CONDITIONS. THE PENALTY IS AS PROVIDED FOR IN CHAPTER 20.24 OF THE EL PASO CITY CODE.

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

Pursuant to Section 20.04.360 of the El Paso City Code, that the zoning of **a portion of Lot 35, Block 54, Vista Hills Subdivision Unit Eleven, 1991 Saul Kleinfeld Dr.,** located in the City of El Paso, El Paso County, Texas, and more particularly described by metes and bounds on the attached Exhibit "A", be changed from **A-2/sc/sp (Apartment/special contract/special permit) to C-1/sc/sp (Commercial/special contract/special permit),** as defined in Section 20.06.020, and that the zoning map of the City of El Paso be revised accordingly.

Further, that the property described above be subject to the following conditions which are necessitated by and attributable to the increased intensity generated by the change of zoning in order to protect the health, safety and welfare of the residents of the City:

I. That a detailed site development plan be reviewed and approved per City Code prior to the issuance of certificates of occupancy or certificates of completion.

2. That a ten-foot (10 ') landscaped buffer with high-profile native or naturalized trees of at least two-inch (2 ") caliper and ten feet (10 ') in height shall be placed at fifteen feet (15 ') on center along the property line abutting residential districts or uses. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy.

3. That no outdoor amplified sound be permitted within the property.

4. That a minimum 500-foot distance be required between any establishments deriving 51% or more of their income from the sale of alcoholic beverages for on-premise consumption.

The penalties for violating the standards imposed through this rezoning ordinance are found in Section 20.24 of the El Paso City Code.

ADOPTED this _____day of _____, 2026.

THE CITY OF EL PASO

_____

Renard U. Johnson
Mayor

(Acknowledgements on following page)

ATTEST:

Laura D. Prine
City Clerk

APPROVED AS TO FORM:

Russel T. Abeln

Russell T. Abeln
Senior Assistant City Attorney

APPROVED AS TO CONTENT:

Philip Etiwe

Philip F. Etiwe, Director
Planning & Inspections Department

Being a portion of Lot 35, Block 54
Vista Hills Unit Eleven,
City of El Paso, El Paso County, Texas

February 04, 2025

METES AND BOUNDS DESCRIPTION
Exhibit "A"
1991 Saul Kleinfeld Drive

FIELD NOTE DESCRIPTION of a portion of Lot 35, Block 54, Vista Hills Unit Eleven, City of El Paso, El Paso County, Texas, being more particularly described by metes and bounds as follows:

BEGINNING at a found nail marking the northeast corner of said Lot 35, Block 54, said nail lying at the westerly right-of-way line of Saul Kleinfeld Drive (120' R.O.W.);

THENCE, along said westerly right-of-way line of Saul Kleinfeld Drive, South 00°36'42" East, a distance of 314.70 feet to a found "x" for corner;

THENCE, leaving said westerly right-of-way line of Saul Kleinfeld Drive, South 89°55'40" West, a distance of 485.79 feet to a point;

THENCE, North 00°00'00" West, a distance of 310.80 feet to a point;

THENCE, North 89°28'04" East, a distance of 482.46 feet to the **POINT OF BEGINNING** of the herein described parcel and containing 151,407.35 square feet or 3.4758 acres of land more or less.

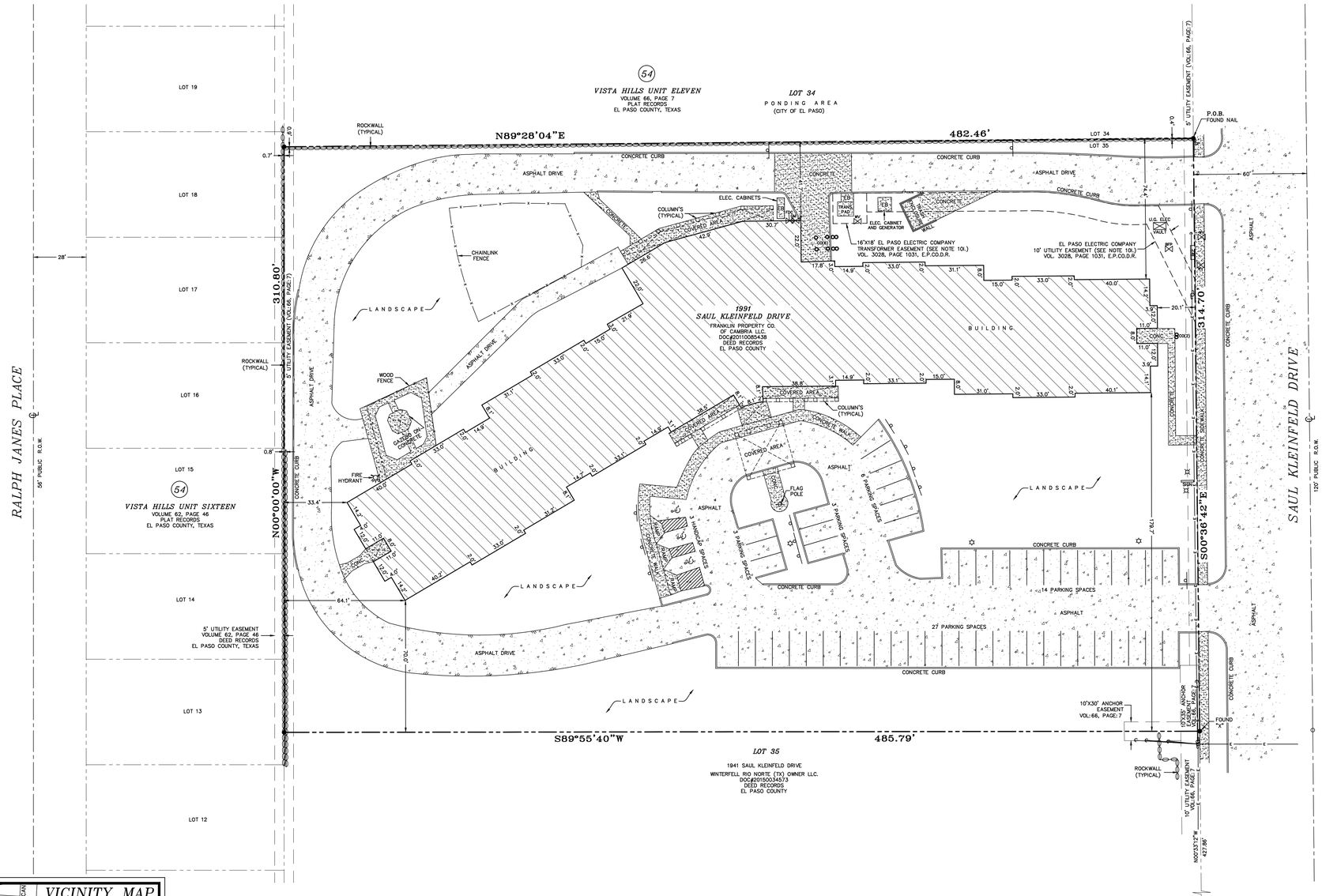


Carlos M. Jimenez
R.P.L.S. No. 3950

CAD Consulting Co.
1790 Lee Trevino Drive. Suite 309
El Paso, Texas 79936
(915) 633-6422

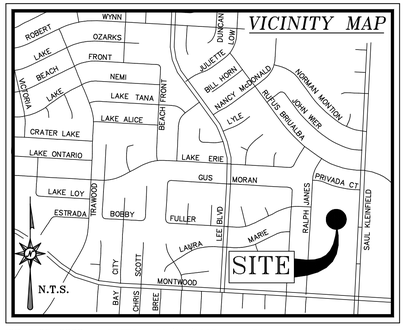
BOUNDARY AND IMPROVEMENT SURVEY

1991 SAUL KLEINFELD DRIVE
A PORTION OF LOT 35, BLOCK 54
VISTA HILLS UNIT ELEVEN
CITY OF EL PASO, EL PASO COUNTY, TEXAS
151,407.35 SQ.FT. OR 3.4758 ACRES



GRAPHIC SCALE
30' 0 15' 30' 60' 120'
(IN FEET)
1 inch = 30' ft.

LEGEND	
☼	= LIGHT POLE
EB	= ELECTRIC BOX
⌑	= GROUND LIGHT
○○	= CLEAN OUT
WV	= WATER VALVE
PP	= POWER POLE
☼	= LIGHT POLE
▭	= SIGN
♿	= HANDICAP PARKING
E	= OVERHEAD ELECTRIC
⊖⊖⊖⊖	= ROCKWALL
x	= CHAINLINK FENCE
⟵	= GUY WIRE
BFP	= BACK FLOW PREV.
GP	= GAS PIPE
GM	= GAS METER



FLOOD INFORMATION

ACCORDING TO THE FLOOD INSURANCE RATE MAP HEREON DESCRIBED PROPERTY LIES IN ZONE "C", COMMUNITY PANEL NO. 480214-0043-B DATED: 10/15/82.

COPYRIGHT © 2025 CAD CONSULTING CO. ALL RIGHTS RESERVED

CONSULTING COMPANY
1790 LEE TREVINO DRIVE SUITE 309
EL PASO, TEXAS 79936
TEL(915) 633-6422 FAX(915) 633-6424

STATE OF TEXAS
REGISTERED
CARLOS M. JIMENEZ
3950
PROFESSIONAL
LAND SURVEYOR

CERTIFICATION

I HEREBY CERTIFY THAT THE FOREGOING BOUNDARY AND IMPROVEMENT SURVEY WAS MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF.

CARLOS M. JIMENEZ R.P.L.S No. 3950
FIRM# 10099300

JOB # 25-0208 DATED: 02/04/2025 EA

1991 Saul Kleinfeld

City Plan Commission — October 9, 2025

REZONING

CASE NUMBER:	**PZRZ25-00021**
CASE MANAGER:	Alejandra González, (915) 212-1506, GonzalezAG@elpasotexas.gov
PROPERTY OWNER:	Simpatico East Property LLC
REPRESENTATIVE:	Michael Furth
LOCATION:	1991 Saul Kleinfeld Drive (District 6)
PROPERTY AREA:	3.48 acres
REQUEST:	Rezone from A-2/sc/sp (Apartment/special contract/special permit) to C-1/sc/sp (Commercial/special contract/special permit)
RELATED APPLICATIONS:	N/A
PUBLIC INPUT:	None received as of October 2, 2025

SUMMARY OF REQUEST: The applicant is proposing to rezone the subject property from A-2/sc/sp (Apartment/special contract/special permit) to C-1/sc/sp (Commercial/special contract/special permit) to allow for the use of an assisted living facility and commercial day care center.

SUMMARY OF STAFF'S RECOMMENDATION: Staff recommends **APPROVAL WITH CONDITIONS** of the rezoning request. The proposed zoning district is compatible with the current uses in the surrounding area and is consistent with Plan *El Paso*, the City's adopted Comprehensive Plan and the G4, Suburban (Walkable) future land use designation. The recommended conditions are the following:

1. That a detailed site development plan be reviewed and approved per City Code prior to the issuance of certificates of occupancy or certificates of completion.
2. That a ten-foot (10') landscaped buffer with high-profile native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at twenty feet (20') on center along the property line abutting residential districts or uses. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy.
3. That no outdoor amplified sound be permitted within the property.
4. That a minimum 500-foot distance be required between any establishments deriving 51% or more of their income from the sale of alcoholic beverages for on-premise consumption.

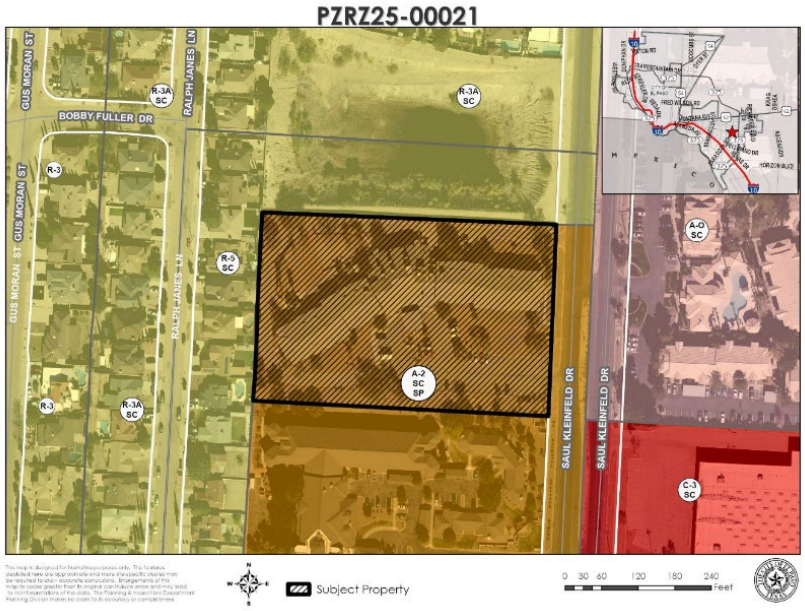


Figure A. Subject Property & Immediate Surroundings

DESCRIPTION OF REQUEST: The applicant is requesting to rezone the subject property from A-2/sc/sp (Apartment/special contract/special permit) to C-1/sc/sp (Commercial/special contract/special permit) to allow for the existing assisted living facility and a proposed commercial day care center. The subject property is approximately 3.48 acres in size. The conceptual site plan shows the existing layout of the development. The conceptual plan is not under review for zoning requirements and is not binding. Main access to the property is from Saul Kleinfeld Drive.

PREVIOUS CASE HISTORY: On June 13, 1995, the property was granted a special permit by City Council to allow for a personal care facility Type B (see Attachment 3). On July 21, 1987, City Council approved of the rezoning of the subject property from R-3 (Residential) to A-2 (Apartment) with the following condition imposed by Ordinance No. 9104 (see Attachment 4):

> *Prior to the issuance of a building permit for any parcel, a subdivision plat must be files of record with a County Clerk for said parcel.*

Note: The condition has been met.

COMPATIBILITY WITH NEIGHBORHOOD CHARACTER: The proposed rezoning is consistent with adjacent commercial, apartment and residential zone districts within the area. The surrounding properties include a ponding site zoned R-5 (Residential) to the north. To the south the property includes an assisted living facility zoned A-2 (Apartment), to the east an apartment complex zoned A-O (Apartment/office) and to the west single-family dwellings zoned R-5 (Residential). The property has sidewalks on the surrounding streets. The nearest school, Benito Martinez Elementary, is at approximately 0.7 mile and the closest park, Dick Shinaut Park, is located about 0.3-mile.

COMPLIANCE WITH *PLAN EL PASO*/REZONING POLICY – When evaluating whether a proposed rezoning is in accordance with *Plan El Paso*, consider the following factors:	
Criteria	**Does the Request Comply?**
Future Land Use Map: Proposed zone change is compatible with the Future Land Use designation for the property: **G-4, Suburban (Walkable):** This sector applies to modern single-use residential subdivisions and office parks, large schools and parks, and suburban shopping centers. This sector is generally stable but would benefit from strategic suburban retrofits to supplement the limited housing stock and add missing civic and commercial uses.	Yes. The proposed development is compatible with the G-4 Suburban (Walkable) Land Use Designation of *Plan El Paso.*
Compatibility with Surroundings: The proposed zoning district is compatible with those surrounding the site: **C-1 (Commercial) District:** The purpose of these districts is to serve the needs of surrounding residential neighborhoods by providing compatible neighborhood convenience goods and services that serve day-to-day needs. The regulations of the districts will permit location of business and professional offices and retail category uses within adjacent residential areas of medium and high densities.	Yes. The proposed C-1 (Commercial) zoning district will provide the integration of commercial uses with C-3 (Commercial), A-2 (Apartment), and R-5 (Residential) zoning districts in the surrounding area. Conditions are recommended to safeguard single-family uses allowed in the proximity.
Preferred Development Locations: Located along an arterial (or greater street classification) or the intersection of two collectors (or greater street classification). The site for proposed rezoning is not located mid-block, resulting in it being the only property on the block with an alternative zoning district, density, use and/or land use.	Yes. Access to the subject property is from Saul Kleinfeld Drive, which is designated as a major street per the City of El Paso's Major Thoroughfare Plan (MTP). The classification of the road is appropriate for the proposed use.

THE PROPOSED ZONING DISTRICT'S EFFECT ON THE PROPERTY AND SURROUNDING PROPERTY, AFTER EVALUATING THE FOLLOWING FACTORS:	
Historic District or Special Designations & Study Area Plans: Any historic district or other special designations that may be applicable. Any adopted small areas plans, including land-use maps in those plans.	None. The proposed development is not within any historic districts or study area plan boundaries.
Potential Adverse Effects: Potential adverse effects that might be caused by approval or denial of the requested rezoning.	The proposed development is not anticipated to pose any adverse effects on the community.
Natural Environment: Anticipated effects on the natural environment.	The subject property does not involve sensitive land or arroyo disturbance.
Stability: Whether the area is stable or in transition.	The area has been stable with no rezoning within the last 10 years.
Socioeconomic & Physical Conditions: Any changed social, economic, or physical conditions that make the existing zoning no longer suitable for the property.	None.

ADEQUACY OF PUBLIC FACILITIES, SERVICES AND INFRASTRUCTURE: The proposed development will have access from Saul Kleinfeld Drive, which is designated as a major street in the City's Major Thoroughfare Plan. The classification of this road is appropriate for the proposed development. Sidewalks are currently present along Saul Kleinfeld Drive. There are two (4) bus stops located within walkable distance (0.25 miles) of the subject property. The closest bus stop is along Montwood Drive to the south, which is located 0.2 mile from the subject property.

SUMMARY OF DEPARTMENTAL REVIEW COMMENTS: No adverse comments were received from reviewing departments.

PUBLIC COMMENT: There are no registered neighborhood associations applicable to the subject property. Public notices were mailed to property owners within 300 feet on September 25, 2025. As of October 2, 2025, the Planning Division has not received any communication in support or opposition to the request.

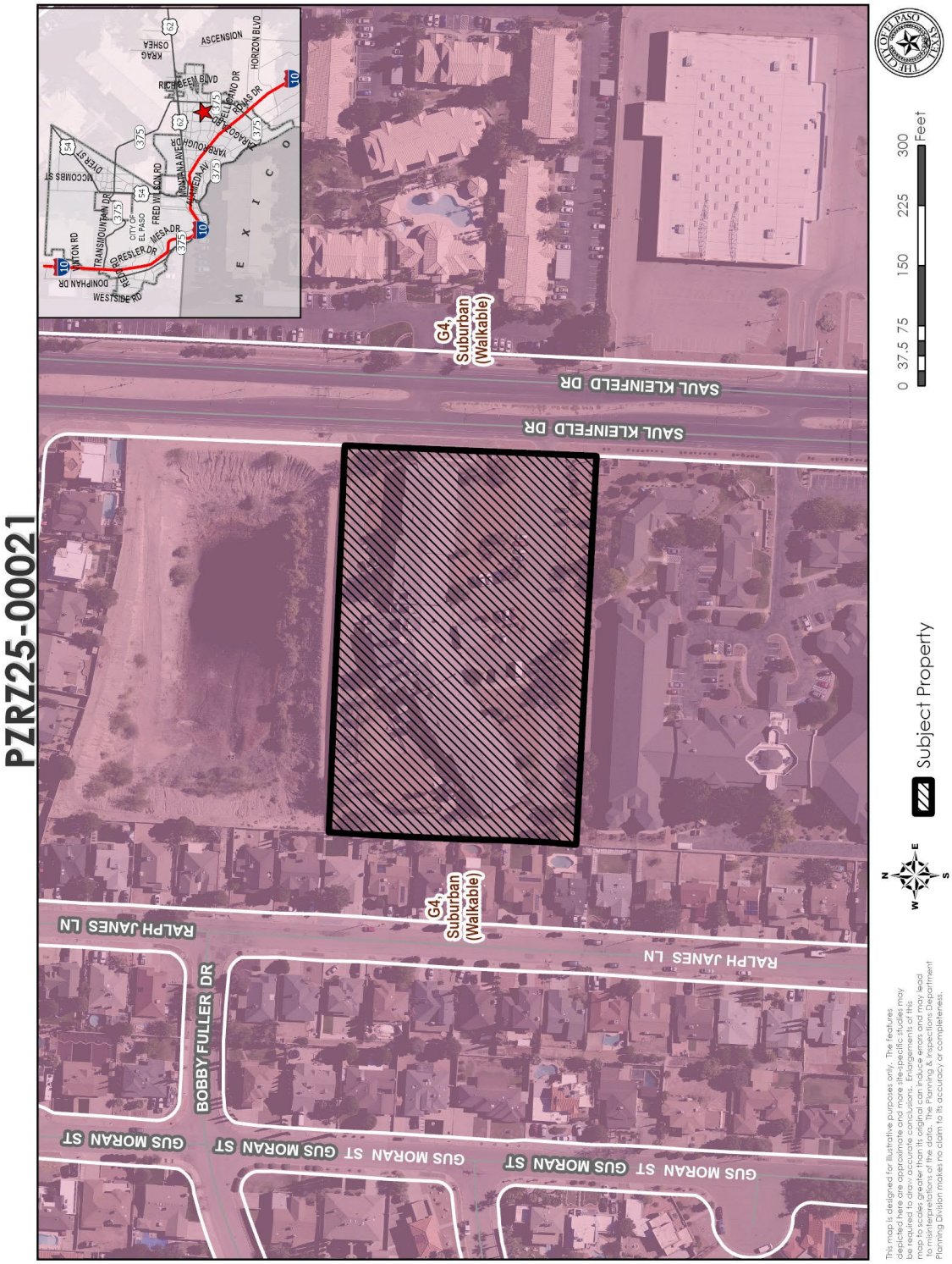
CITY PLAN COMMISSION OPTIONS: The purpose of the Zoning Ordinance is to promote the health, safety, morals and general welfare of the City. The City Plan Commission (CPC) has the authority to advise City Council on Zoning matters. In evaluating the request, the CPC may take any of the following actions:

1. **Recommend Approval** of the rezoning request, finding that the request is in conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or that the request is in conformance with other criteria that the CPC identifies from the Comprehensive Plan.
2. **Recommend Approval of the rezoning request With Modifications** to bring the request into conformance with the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan. **(Staff Recommendation)**
3. **Recommend Denial** of the rezoning request, finding that the request does not conform to the review criteria of *Plan El Paso* as reflected in the Staff Report, or other criteria that the CPC identifies from the Comprehensive Plan.

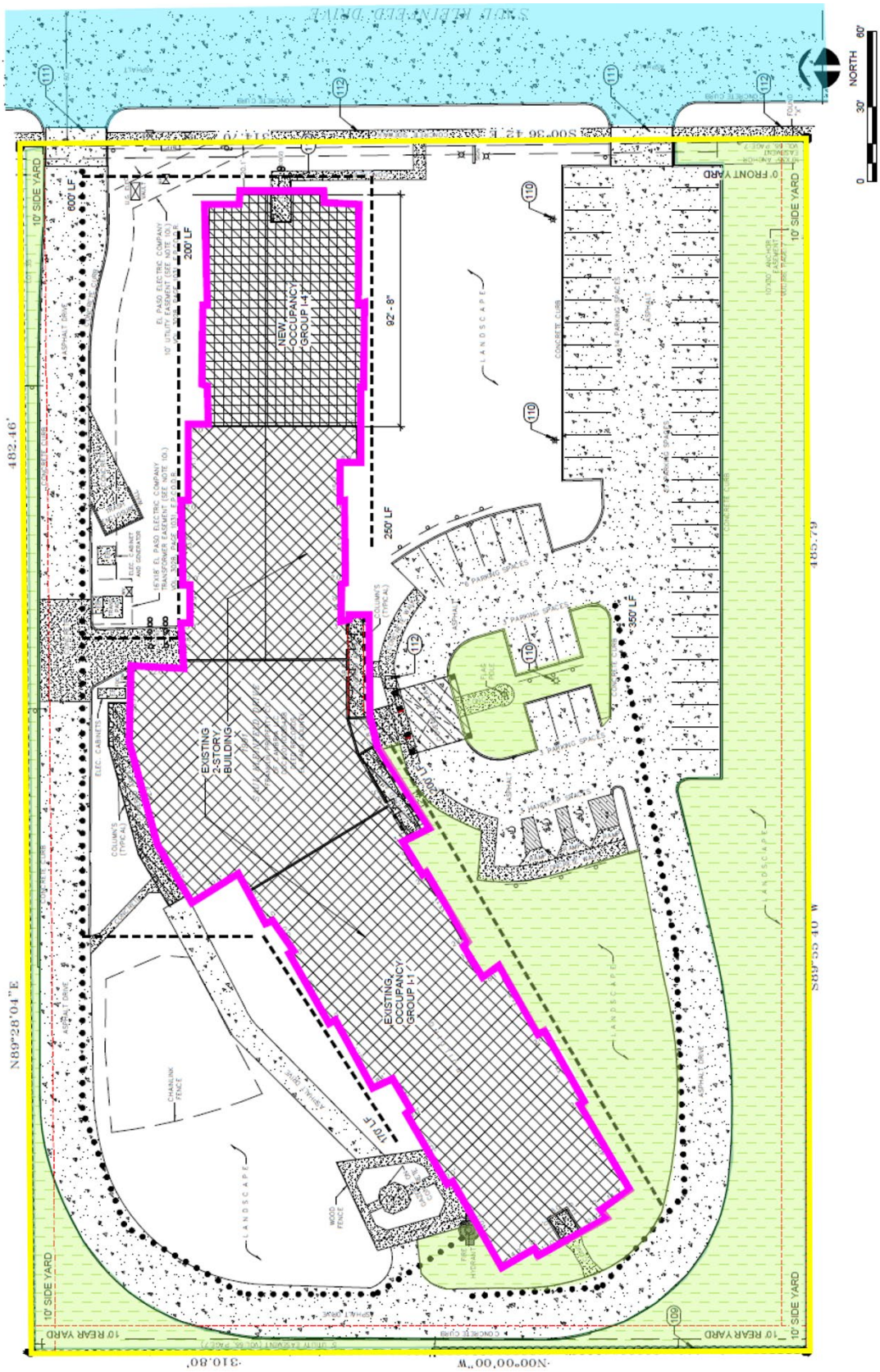
ATTACHMENTS:

1. Future Land Use Map
2. Generalized Plot Plan
3. Ordinance No. 012433, Special Permit
4. Ordinance No. 9104, Special Contract
5. Department Comments
6. Neighborhood Notification Boundary Map

ATTACHMENT 1



ATTACHMENT 2



ATTACHMENT 3

23 G

ORDINANCE NO. 012433

AN ORDINANCE GRANTING SPECIAL PERMIT NO. SP95-11, TO ALLOW FOR A PERSONAL CARE FACILITY TYPE B ON A PORTION OF LOT 35, BLOCK 56, VISTA HILLS #11. PURSUANT TO SECTION 20.22.040.B (ZONING) OF THE EL PASO MUNICIPAL CODE.

WHEREAS, INTERNATIONAL CITY DEVELOPERS has applied for a Special Permit under Section 20.22.040.B of the El Paso Municipal Code, to allow for A PERSONAL CARE FACILITY TYPE B (as defined by Texas Health and Safety Code, Chapter 247), and;

WHEREAS, a report was made to the City Plan Commission and a public hearing was held regarding such application;

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

1. That the property described as follows is in a A-2sc and C-1sc District: A PORTION OF LOT 35, BLOCK 56, VISTA HILLS #11, City and County of El Paso, Texas, as more particularly described in the attached and incorporated Exhibit "A", and municipally known and numbered as 1991 SAUL KLEINFELD DRIVE; and

2. That A PERSONAL CARE FACILITY TYPE B, as defined by Texas Health and Safety Code, Chapter 247 has been determined by the zoning administrator, to be authorized by Special Permit in A-2sc and C-1sc districts under Section 20.22.040.B of the El Paso Municipal Code; and

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3. That the requirements for A PERSONAL CARE FACILITY TYPE B under Section 20.22.040.B have been satisfied; and

4. That the City Council hereby grants a Special Permit under Section 20.22.040.B of the El Paso Municipal Code, to allow A PERSONAL CARE FACILITY TYPE B on the above-described property; and

5. That this Special Permit is issued subject to the development standards in the A-2sc and C-1sc district regulations and subject to the approved Site Development Plan, signed by the Applicant, the Mayor and the Executive Secretary to the City Plan Commission. A copy of this plan is attached hereto as Exhibit "B" and incorporated herein by reference for all purposes; and

6. That the Applicant shall sign an Agreement incorporating the requirements of this Ordinance. Such Agreement shall be signed and filed with the Zoning Administrator and the Executive Secretary of the City Plan Commission before building permits are issued; and

7. That if the Applicant fails to comply with any of the requirements of this Ordinance, Special Permit No. SP95-11 shall automatically terminate, and construction shall stop or occupancy shall be discontinued, until any such violation ceases.

ADOPTED this 13th day of June, 1995.

THE CITY OF EL PASO

Mayor

Ordinance No. 012433

MICKEL\26984.1\ZON/PLA\R7.

2

270

ATTEST:

City Clerk

APPROVED AS TO FORM:

Kimberley Mickelson,
Assistant City Attorney

APPROVED AS TO CONTENT:

Department of Planning

AGREEMENT

INTERNATIONAL CITY DEVELOPERS, the Applicant referred to in the above Ordinance, hereby agrees to develop the above-described property in accordance with the approved Site Development Plan and in accordance with the standards identified in the A-2sc and C-1sc District regulations, and subject to all other requirements set forth in this Ordinance.

EXECUTED this 18th day of May, 1995.

By:
Title: VICE PRESIDENT

ACKNOWLEDGMENT

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument is acknowledged before me on this 18th day of May, 1995, by Douglas Adam Schantz as _____, on behalf of INTERNATIONAL CITY DEVELOPERS, as Applicant.

Notary Public, State of Texas
Notary's Printed or Typed Name: GLORIA T. ALVARADO

My Commission Expires:
May 13, 1999

SPECIAL PERMIT #SP95-11

Ordinance No. _____

MICKEL\26984.1\ZON/PLA\R7.

3

OFFICIAL SEAL
GLORIA T. ALVARADO
NOTARY PUBLIC
In and for the State of Texas
My commission expires 5-13-99

012433

269

ATTACHMENT 4

009104

AN ORDINANCE CHANGING THE ZONING OF A PORTION OF TRACT 1, SECTION 43, BLOCK 79, TSP. 2, T&P RR. CO. SURVEYS, LOTS 2 AND 3, BLOCK 54, AND LOT 1, BLOCK 54A, EAST GLENN ADDITION UNIT 4, REPLAT "A", THE PENALTY BEING AS PROVIDED IN SECTION 20.68.010 OF THE EL PASO CITY CODE.

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

That the zoning of a portion of Tract 1, Section 43, Block 79, Tsp. 2, T&P RR. Co. Surveys, Lots 2 and 3, Block 54, and Lot 1, Block 54A, East Glenn Addition Unit 4, Replat "A", as more particularly described by metes and bounds in the attached Exhibit "A", be changed from C-1 (Commercial), A-2 (Apartment) and R-3A and R-3 (Residential) to A-2 (Apartment), C-1 (Commercial), R-3A and R-5 (Residential) and A-0 (Apartment/Office) within the meaning of the zoning ordinance, subject to a special contract placing certain restrictions, conditions and covenants on the property, and that the zoning map of the City of El Paso be revised accordingly.

PASSED AND APPROVED this 21st day of July, 1987.

Mayor PRO-TEM

ATTEST:

City Clerk acting

I certify that the zoning map has been revised to reflect the amendment of ordinance # 9104 Date 9-16-87

APPROVED AS TO FORM:

Assistant City Attorney

APPROVED AS TO CONTENT:

Department of Planning, Research and Development

ZNG2-5280.87

I CERTIFY THAT THE FOLLOWING ZONING MAPS HAVE BEEN REVISED: L.D.

9-16-87 COUNTER
9-16-87 ORIGINAL
9-16-87 Bldg. Inspection
9-16-87 CONTROL

RECEIVED
SEP 1 - 1987
PLANNING DEPARTMENT

Contract 7-21-87

009104

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

CONTRACT

THIS CONTRACT made this 21st day of July, 1987, by and between INTERNATIONAL CITY DEVELOPERS, INC., First Party, and the CITY OF EL PASO, Second Party, witnesseth:

Application has been made to the City of El Paso for the rezoning of a portion of Tract 1, Section 43, Block 79, Tsp. 2, T&P RR. Co. Surveys, Lots 2 and 3, Block 54, and Lot 1, Block 54A, East Glenn Addition Unit 4, Replat "A", City and County of El Paso, Texas, which is more particularly described by metes and bounds in the attached Exhibit "A" which is made a part hereof by reference. To remove certain objections to such rezoning, First Party covenants that if the property is rezoned from C-1 (Commercial) [Parcels 1, 4, 24 and 25], A-2 (Apartment) [Parcels 23, 27 and 28], and R-3A and R-3 (Residential) [Parcels 2, 3, 5-22 and 26] to A-2 (Apartment) [Parcels 1, 6, 9, 12, 16, 20 and 26], C-1 (Commercial) [Parcels 2, 5, 8, 15, 27 and 28], R-3A and R-5 (Residential) [Parcels 3, 4, 10, 11, 13, 14, 18, 19 and 21-24], and A-O (Apartment/Office) [Parcels 7 and 17) within the meaning of the zoning ordinance of the City of El Paso, it shall be subject to the following restrictions, conditions and covenants:

> Prior to the issuance of a building permit for any parcel, a subdivision plat must be filed of record with the County Clerk for said parcel.

This agreement is a restriction, condition and covenant running with the land and a charge and servitude thereon, and shall bind First Party and its successors in title. Any future conveyance of the land shall contain this restriction, condition and covenant and shall embody this agreement by express reference.

The City may enforce this agreement by injunction or any other legal or equitable remedy. The City Council of the City of El Paso may amend or release the above restrictions, conditions

Ord. #9104

87-5280
RECEIVED
SEP 1 - 1987
PLANNING DEPARTMENT

and covenants in its discretion without the consent of any third person who may be benefited thereby, and without affecting the validity or necessitating the amendment of the ordinance passed by the City Council embodying this change of zoning and subject to this contract.

WITNESS THE FOLLOWING SIGNATURES AND SEALS:

FIRST PARTY:
INTERNATIONAL CITY DEVELOPERS, INC.

By _____
I. T. Schwartz
Title President

ATTEST:

NOT REQUIRED
Secretary

SECOND PARTY:
THE CITY OF EL PASO

By _____
Mayor PRO-TEM

ATTEST:

City Clerk (Acting)

APPROVED AS TO FORM:

Assistant City Attorney

APPROVED AS TO CONTENT:

Department of Planning,
Research and Development

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this 3rd day of August, 1987, by I. T. Schwartz as President, on behalf of INTERNATIONAL CITY DEVELOPERS, INC.

Notary Public, State of Texas

My Commission Expires:
TINA BRIJALBA, Notary Public
In and for the State of Texas
My Commission Expires Aug. 28, 1988

SIGNATURES CONTINUED ON NEXT PAGE

THE STATE OF TEXAS)
)
COUNTY OF EL PASO)

This instrument was acknowledged before me on this 23rd day of July, 1987, by Ed Elsey as Mayor of THE CITY OF EL PASO. Pro Tem

Billie Jean Branham
Notary Public, State of Texas

My Commission Expires:

4/30/88

ZNG2:5280.87

BILLIE JEAN BRANHAM
Notary Public
STATE OF TEXAS
My Comm. Exp. 6/24/88

Being a portion of Tract 3, Section 6,
Block 79, TSP.3, T & P RR Survey
City of El Paso, El Paso County, Texas
Prepared for: Foster Schwartz
April 29, 1987

FROM R3 TO A2
PARCEL 26

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a portion of Tract 3, Section 6, Block 79, TSP.3 T & P RR Survey, City of El Paso, El Paso County, Texas being more particularly described by metes and bounds as follows to wit;

The "POINT OF BEGINNING" being the Northeast corner of said Section 6;

Thence South 00°33'12" East a distance of 691.25 feet;

Thence North 90°00'00" West a distance of 552.46 feet;

Thence North 00°00'00" East a distance of 689.62 feet;

Thence North 89°49'59" East a distance of 545.79 feet to the "POINT OF BEGINNING" containing in all 379,127.64 square feet or 8.704 acres of land more or less.

Tony G. Conde, P.E.
CONDE, INC.

287-97-26
RO

9104

Being a portion of Tract 1, Section 43,
Block 79, TSP.2, T & P RR Survey
City of El Paso, El Paso County, Texas
Prepared for: Foster Schwartz
April 21, 1987

PARCEL 27
A2 TO C1

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a portion of Tract 1, Section 43, Block 79, TSP.2 T & P RR Survey, City of El Paso, El Paso County, Texas being more particularly described by metes and bounds as follows to wit:

From a point being the Northeast corner of said Section 43; Thence South 89°58'52" West a distance of 2651.26 feet; Thence South 00°30'57" East a distance of 150.00 feet to the "POINT OF BEGINNING";

Thence South 00°30'57" East a distance of 287.19 feet;

Thence South 89°29'20" West a distance of 494.38 feet;

Thence North 00°00'50" East a distance of 291.42 feet;

Thence North 89°58'52" East a distance of 491.85 feet to the "POINT OF BEGINNING" containing in all 142,657.26 square feet or 3.275 acres of land more or less.

Tony C. Conde, P.E.
CONDE, INC.

287-97-27
RO

#9104

Being a portion of Tract 3, Section 6,
Block 79, TSP.3, T & P RR Survey
City of El Paso, El Paso County, Texas
Prepared for: Foster Schwartz
April 21, 1987

PARCEL 28
FROM A2 TO C1

METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a portion of Tract 3, Section 6, Block 79, TSP.3 T & P RR Survey, City of El Paso, El Paso County, Texas being more particularly described by metes and bounds as follows to wit:

From a point being the Northeast corner of said Section 6; Thence South 89°49'59" West a distance of 2651.26 feet; Thence South 00°30'57" East a distance of 431.19 feet; Thence North 89°29'20" West a distance of 1844.43 feet to the "POINT OF BEGINNING";

Thence South 89°29'20" West a distance of 290.77 feet;

Thence North 00°00'50" East a distance of 305.52 feet;

Thence North 89°58'52" East a distance of 290.76 feet;

Thence South 00°00'50" East a distance of 303.02 feet to the "POINT OF BEGINNING" containing in all 88,469.71 square feet or 2.031 acres of land more or less.

Tony G. Conde, P.E.
CONDE, INC.

287-97-28
R.O.

#9104

RESOLUTION

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

That the Mayor be authorized to sign a contract between THE CITY OF EL PASO and INTERNATIONAL CITY DEVELOPERS, INC., placing certain restrictions, conditions and covenants on the property being rezoned by Ordinance No. 9104, more particularly described as a portion of Tract 1, Section 43, Block 79, Tsp. 2, T&P RR. Co. Surveys, Lots 2 and 3, Block 54, and Lot 1, Block 54A, East Glenn Addition Unit 4, Replat "A".

ADOPTED this 21st day of July, 1987.

Mayor PRO-TEM

ATTEST:

City Clerk (acting)

APPROVED AS TO FORM:

Assistant City Attorney

ZNG2:5280.87

#9104

ATTACHMENT 5

Planning and Inspections Department - Planning Division

Staff recommends **APPROVAL WITH CONDITIONS** of the rezoning request. The proposed zoning district is compatible with the current uses in the surrounding area and is consistent with Plan El Paso, the City's adopted Comprehensive Plan and the G4, Suburban (Walkable) future land use designation. The recommended conditions are the following:

> *1.That a detailed site development plan be reviewed and approved per City Code prior to the issuance of certificates of occupancy or certificates of completion.*
> *2. That a ten-foot (10') landscaped buffer with high-profile native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at twenty feet (20') on center along the property line abutting residential districts or uses. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy.*
> *3. That no outdoor amplified sound be permitted within the property.*
> *4.That a minimum 500-foot distance be required between any establishments deriving 51% or more of their income from the sale of alcoholic beverages for on-premise consumption.*

Planning and Inspections Department – Plan Review & Landscaping Division

No objections to the proposed rezoning. At the time of submittal for building permit, the project will need to comply with all applicable provisions of the ICC, TAS and Municipal Code.

Planning and Inspections Department – Land Development

The code encourages the use of nonstructural storm water management such as the preservation of greenspace, water harvesting, and the Preservation of Natural Arroyos, to the maximum extent practicable, per Chapter 19.19, Section 19.19.010, and Subparagraph A-2 & A-5.

Fire Department

No adverse comments.

Police Department

No comments received.

Environment Services

No comments received.

Sun Metro

No comments received.

Streets and Maintenance Department

Traffic & Transportation Engineering

No objections to application.
No TIA is required.

Streets Lighting

Does not object to this request.
Street Lights Department requires that all projects that involve a roadway are to be evaluated for lighting requirements based on the City of El Paso Street Design Manual (SDM) and the Design Standards for Construction (DSC) according to City of El Paso Codes (cited below). While developing a project or construction area the existing street illumination system shall be protected and preserved. Complete survey for street illumination system shall be

shown on plans. Any change on existing street illumination systems shall be coordinated with Street Lights Department.

For the development of a project a complete set of plans shall be submitted to Street Lights Department for review showing the minimum requirements for street illumination proposals**. The submission shall contain but shall not necessarily be limited to plans indicating the location on the premises of all lighting fixtures, both proposed and existing on the site***. The description of all lighting fixtures, both proposed and existing. Photometric data. Plans shall show street illumination design and details. El Paso city code is applicable to this process, Street Design Manual (SDM)* and any other applicable standards or requirements of the city.

City of El Paso Codes to be followed:
*Title 19 - 19.16.010 - Streetlighting.
**18.18.190 – Submission contents.
*** 19.02.040 Criteria for approval.

Contract Management
No comments received.

El Paso Water
EPWater does not object to this request.

Water
There is an existing 16-inch diameter water main located 35 feet west of the eastern right-of-way line of Saul Kleinfeld Dr. No direct service connections are allowed to this main as per the El Paso Water - Public Service Board Rules & Regulations.

EPWater records indicate a 4-inch domestic water service and an 8-inch fire line serving the subject property. The address for these services is 1991 Saul Kleinfeld Dr.

Previous water pressure from fire hydrant #6155 located on the northwest corner of Privada Ln. and Saul Kleinfeld Dr. has yielded a static pressure of 48 psi, a residual pressure of 46 psi, and a discharge of 1,061 gallons per minute.

Sanitary Sewer
There is an existing 27-inch sanitary sewer main located approximately 50-feet east of the property. No direct service connections are allowed to this main as per the El Paso Water - Public Service Board Rules & Regulations.

General
An application for additional water and sanitary sewer services should be made 6 to 8 weeks prior to construction to ensure water for construction work. New service applications are available at 1154 Hawkins, 3rd Floor. A site plan, utility plan, grading and drainage plans, landscaping plan, the legal description of the property and a certificate-of-compliance are required at the time of application. Service will be provided in accordance with the current EPWater – PSB Rules and Regulations. The applicant is responsible for the costs of any necessary on-site and off-site extensions, relocations or adjustments of water and sanitary sewer lines and appurtenances.

Stormwater
As per the Municipal Code: new developments and redevelopments are required to maintain the pre-development hydrologic response in their post-development state as nearly as practicable to reduce flooding. The code also encourages the use of nonstructural storm water management such as the preservation of green space, water harvesting, and other conservation efforts, to the maximum extent practicable, per Chapter 19.19, Section 19.19.010, and Subparagraph A-2 & A-5.

EPWater-SW recommends using principles of low impact development (such as recessed landscaping, rainwater harvesting, and porous pavement) to reduce the amount of developed stormwater runoff.

El Paso County 911 District
No comments or concerns regarding this zoning.

Texas Department of Transportation
No comments as there appears to be no work affecting the ROW.

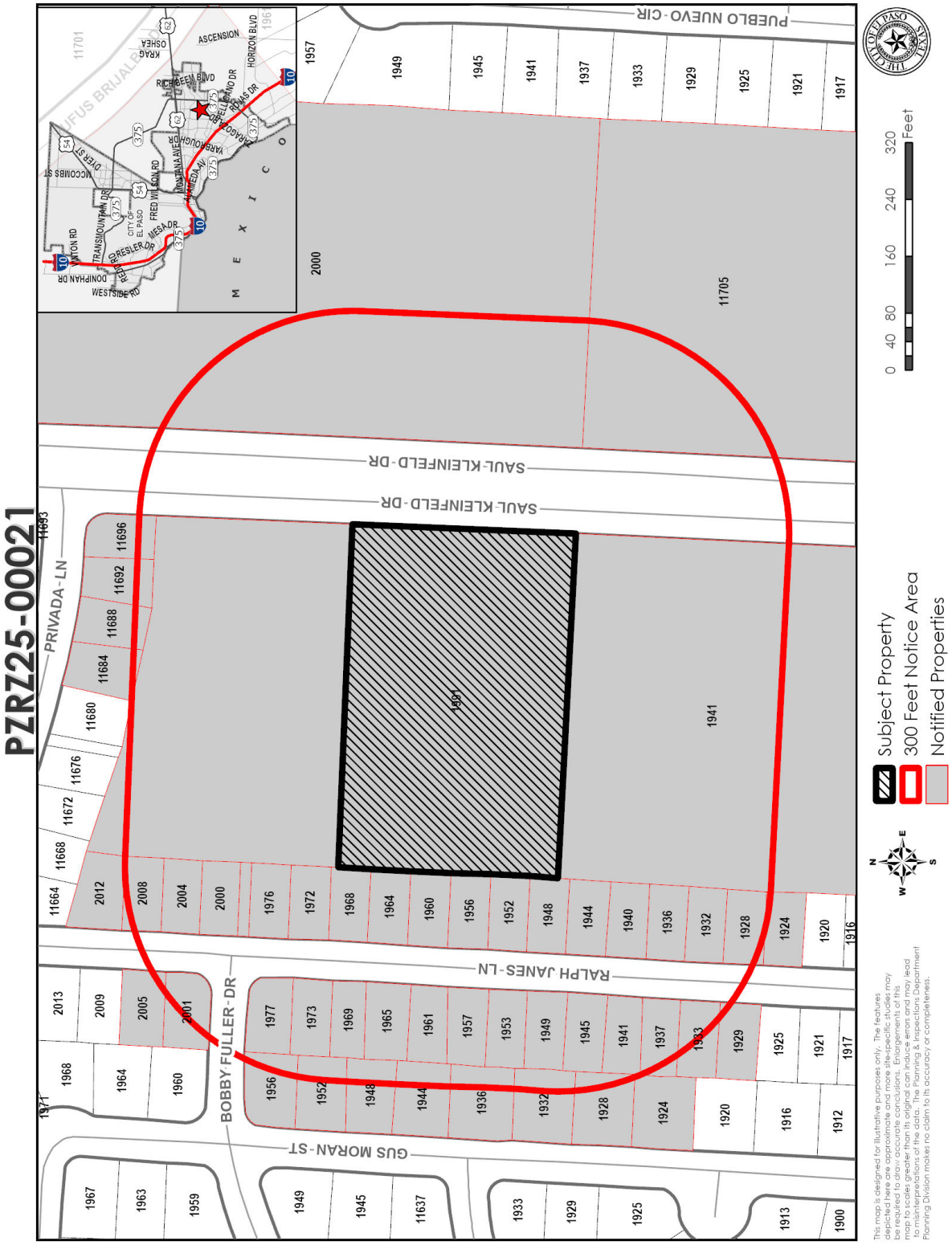
El Paso County Water Improvement District #1
No comments received.

Texas Gas Service
Texas Gas Service has a service line at 1991 Saul Kleinfeld.

Disclaimer: Texas Gas Service does not allow permanent structures nor trees to be installed on top of TGS gas mains or service lines. If a conflict is anticipated, the developer, contractors or owner representative should contact TGS to relocate the gas main and/or service at the developer's expense.

El Paso Electric
No comments.

ATTACHMENT 6



ITEM 21

1991 Saul Kleinfeld Rezoning

PZRZ25-00021



Strategic Goal 3.

Promote the Visual Image of El Paso

PZRZ25-00021



This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The Planning & Inspections Department Planning Division makes no claim to its accuracy or completeness.

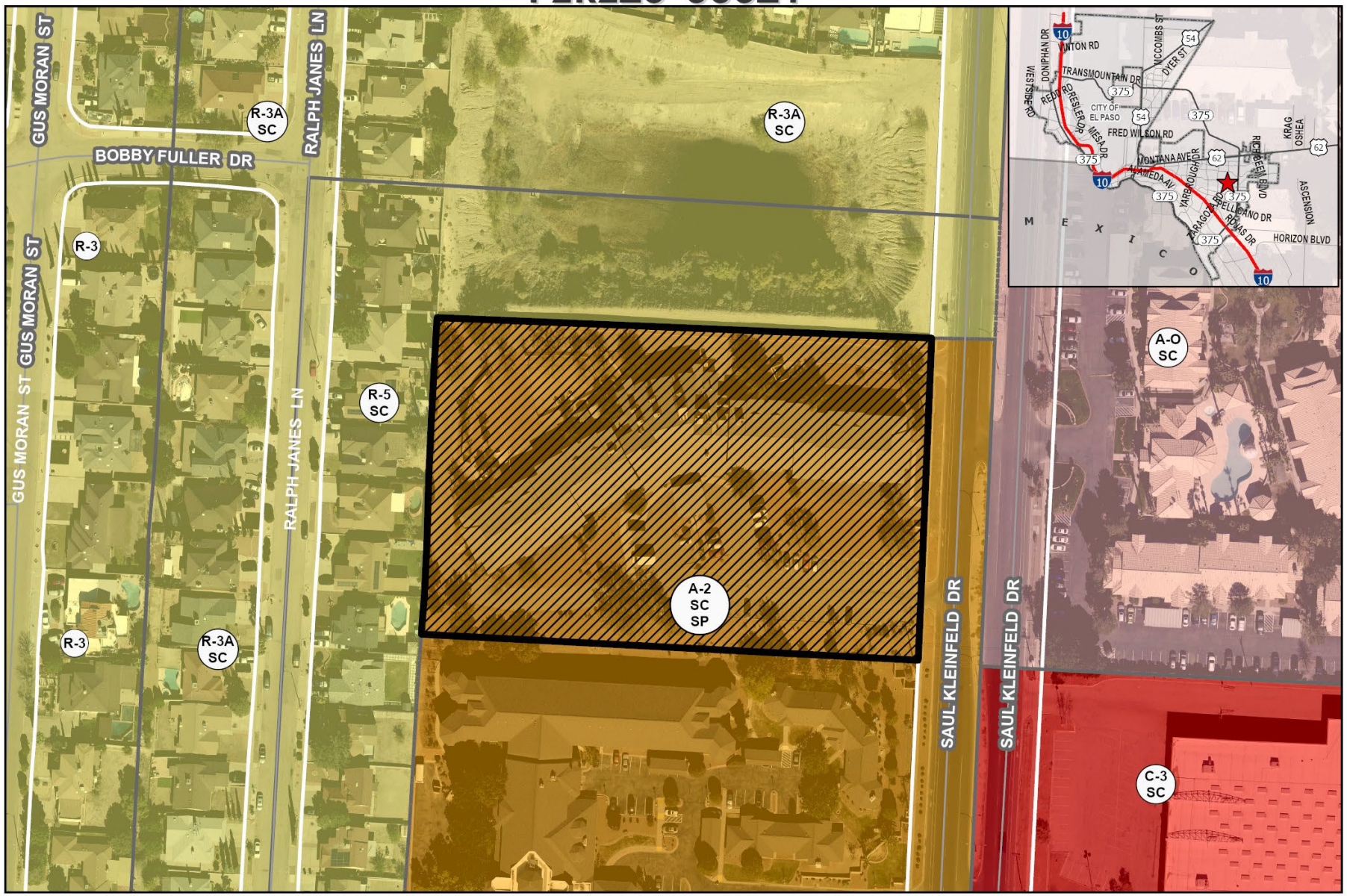
N W E S

Subject Property

0 37.5 75 150 225 300 Feet

Aerial

PZRZ25-00021



This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The Planning & Inspections Department Planning Division makes no claim to its accuracy or completeness.

Subject Property

0 30 60 120 180 240 Feet

Existing Zoning

PZRZ25-00021



This map is designed for illustrative purposes only. The features depicted here are approximate and more site-specific studies may be required to draw accurate conclusions. Enlargements of this map to scales greater than its original can induce errors and may lead to misinterpretations of the data. The Planning & Inspections Department Planning Division makes no claim to its accuracy or completeness.

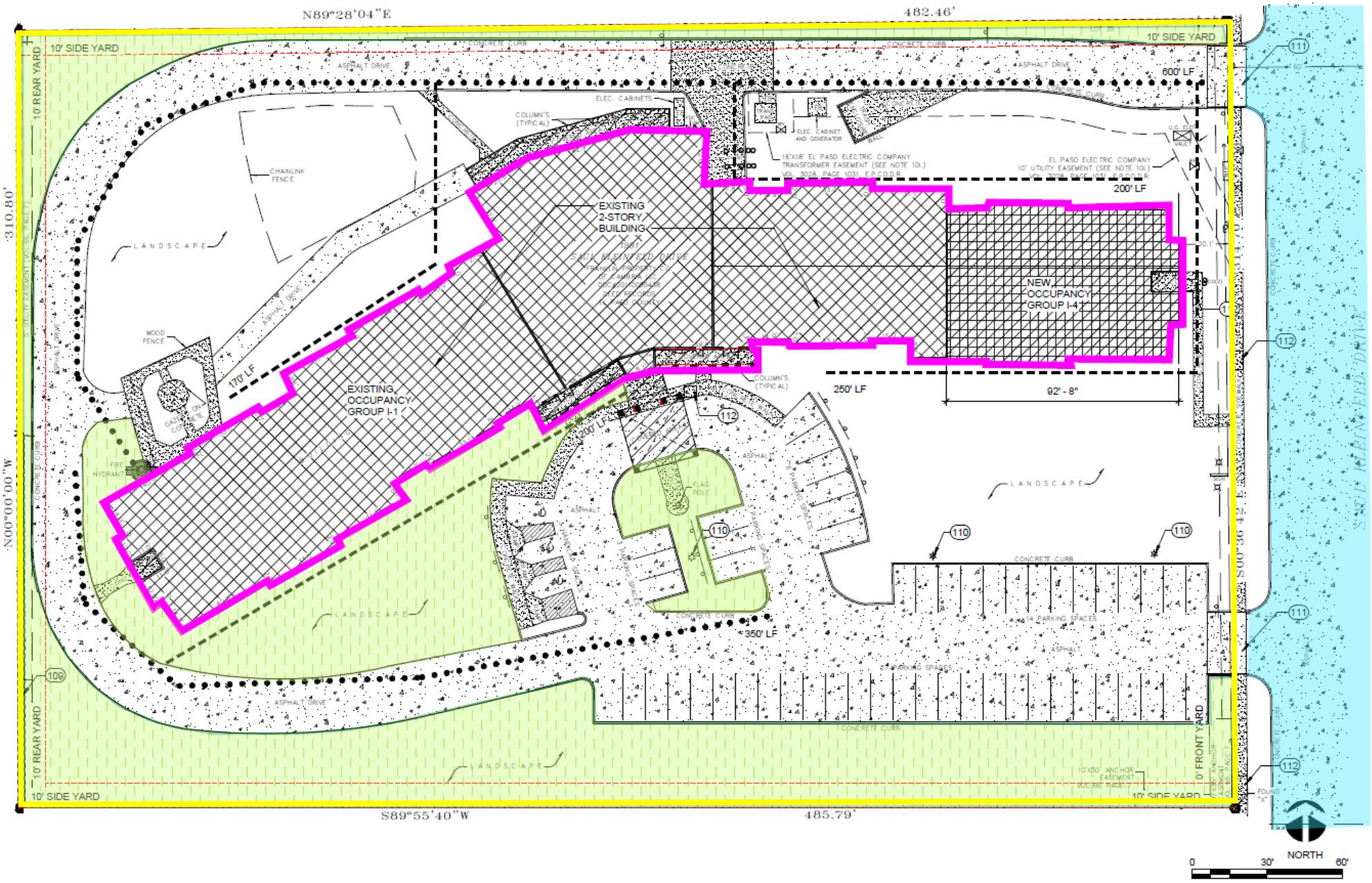
N W E S

Subject Property

0 37.5 75 150 225 300 Feet

Future Land Use Map

G-4 – Suburban (Walkable): This sector applies to modern single-use residential subdivisions and office parks, large schools and parks, and suburban shopping centers.



Detailed Site Plan



Subject Property

Surrounding Development

N





W





E

S

Public Input

- Notices were mailed to property owners within 300 feet on September 24, 2025.
- The Planning Division has not received any communications in support or opposition to the request.



Recommendation

- Staff and CPC (8-0) recommend **approval with conditions** of the rezoning request

1. *That a detailed site development plan be reviewed and approved per City Code prior to the issuance of certificates of occupancy or certificates of completion.*
2. *That a ten-foot (10') landscaped buffer with high-profile native or naturalized trees of at least two-inch (2") caliper and ten feet (10') in height shall be placed at twenty feet (20') on center along the property line abutting residential districts or uses. The landscaped buffer shall be irrigated and maintained by the property owner at all times and shall be installed prior to the issuance of any certificates of occupancy.*

Recommendation

3. That no outdoor amplified sound be permitted within the property.

4. That a minimum 500-foot distance be required between any establishments deriving 51% or more of their income from the sale of alcoholic beverages for on-premise consumption.

Mission

Deliver exceptional services to support a high quality of life and place for our community

Vision

Develop a vibrant regional economy, safe and beautiful neighborhoods and exceptional recreational, cultural and educational opportunities powered by a high performing government

Values

Integrity, Respect, Excellence, Accountability, People

File #: 26-0083, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.
No Title's, No emails. Please use ARIAL 10 Font.

All Districts
Members of the City Council, Representative Cynthia Boyar Trejo, (915) 212-0004

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

Discussion and action to authorize the expenditure of District 4 discretionary funds, in an amount not to exceed $2,000.00 for initial costs related to the new Adopt-a-Street Program, which serves the municipal purpose of improving the visual impression of the community and promoting community interest in the beautification of the City of El Paso.

CITY OF EL PASO, TEXAS
AGENDA ITEM
AGENDA SUMMARY FORM

DEPARTMENT: District 4

AGENDA DATE: 01/06/2026

CONTACT PERSON NAME Rep. Cynthia Boyar Trejo **PHONE NUMBER:** 915-212-0004

2nd CONTACT PERSON **PHONE NUMBER:** 1-915-555-5555

3rd CONTACT PERSON **PHONE NUMBER:** 1-915-555-5555

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL: Goal 3: Promote the Visual Image of El

SUBGOAL: 3.1 Improve the visual impression of the

SUBJECT:

Discussion and action to authorize the expenditure of District 4 discretionary funds, in an amount not to exceed $2,000.00 for initial costs related to the new Adopt-a-Street Program, which serves the municipal purpose of improving the visual impression of the community and promoting community interest in the beautification of the City of El Paso.

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

BACKGROUND / DISCUSSION:

On September 16, 2025, District 5 added the following to the council agenda, approved unanimously: Discussion and action directing the City Manager and City Attorney to return within 60 days with recommendations for establishing a City of El Paso Adopt-a-Street Program.

On November 18, 2025, City Council unanimously approved: Discussion and action on a Resolution to establish an

PRIOR COUNCIL ACTION:

On September 16, 2025, District 5 added the following to the council agenda, approved unanimously: Discussion and action directing the City Manager and City Attorney to return within 60 days with recommendations for establishing a City of El Paso Adopt-a-Street Program.

AMOUNT AND SOURCE OF FUNDING:

District 4 Discretionary Fund amount $2,000

RESOLUTION

WHEREAS, the El Paso City Council approved the resolution to establish an Adopt-a-Street Program on November 18, 2025; and

WHEREAS, the Representative of District 4 desires to use discretionary funds to support the start-up cost and help the initiation of the Adopt-a-Street Program.

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

THAT City Council declares the expenditure of District 4 discretionary funds, in an amount not to exceed $2,000.00 for initial costs related to the new Adopt-a-Street Program, which serves the municipal purpose of improving the visual impression of the community and promoting community interest in the beautification of the City of El Paso.

THAT the City Manager, or designee, be authorized to effectuate any budget transfers and execute any contracts and/or related documents necessary to ensure that the funds are properly expended for the municipal purpose.

APPROVED this the _____ day of _____ 2026.

THE CITY OF EL PASO

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Russell T. Abeln
Senior Assistant City Attorney

File #: 26-0084, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below. No Title's, No emails. Please use ARIAL 10 Font.

District 4

Members of the City Council, Representative Cynthia Boyar Trejo, (915) 212-0004

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

Discussion and action on a Resolution to authorize the expenditure of District 4 discretionary funds in an amount not to exceed $5,000 to support current and future programming for youth, seniors, families, athletic activities, community engagement efforts, community meetings, and other district events, including signature events in District 4, serves the municipal purpose of fostering a positive community atmosphere, promoting cultural enrichment, supporting local initiatives, and enhancing the overall quality of life for El Paso residents.

CITY OF EL PASO, TEXAS
AGENDA ITEM
AGENDA SUMMARY FORM

DEPARTMENT: District 4

AGENDA DATE: 01/06/2026

CONTACT PERSON NAME Rep. Cynthia Boyar Trejo **PHONE NUMBER:** 915-212-0004

2nd CONTACT PERSON **PHONE NUMBER:** 1-915-555-5555

3rd CONTACT PERSON **PHONE NUMBER:** 1-915-555-5555

DISTRICT(S) AFFECTED: 4

STRATEGIC GOAL: 4

SUBGOAL: 4.2

SUBJECT:

Discussion and action on a Resolution to authorize the expenditure of District 4 discretionary funds in an amount not to exceed $5,000 to support current and future programming for youth, seniors, families, athletic activities, community engagement efforts, community meetings, and other district events, including signature events in District 4, serves the municipal purpose of fostering a positive community atmosphere, promoting cultural enrichment, supporting local initiatives, and enhancing the overall quality of life for El Paso residents.

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

BACKGROUND / DISCUSSION:

The expenditure of District 4 discretionary funds serves the municipal purpose of fostering a positive community atmosphere, promoting cultural enrichment, supporting local initiatives, and enhancing the overall quality of life for El Paso residents.

PRIOR COUNCIL ACTION:

In previous City Council meetings, city council has approved the use of discretionary funds for expenditures related to events that serve the municipal purposes of the council office.

AMOUNT AND SOURCE OF FUNDING:

Amount not to exceed $5,000 from the District 4 Discretionary Fund.

RESOLUTION

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

THAT, the City Council declares that the expenditure of District 4 discretionary funds in an amount not to exceed $5,000.00 to support current and future programming for youth, seniors, families, athletic activities, community engagement efforts, community meetings, and other district events, including signature events in District 4, serves the municipal purpose of fostering a positive community atmosphere, promoting cultural enrichment, supporting local initiatives, and enhancing the overall quality of life for El Paso residents; and

THAT, discretionary funds be used for the purchase of related items, including but not limited to water, food, drinks, refreshments, snacks, prizes, recognition or award items, and event supplies and materials for events taking place at various community locations; and

THAT, the City Manager, or designee, be authorized to effectuate any necessary budget transfers and execute any contracts and/or related document to ensure that the funds are properly expended for the municipal purpose.

APPROVED this _____day of _____ 2026.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Oscar Gomez
Assistant City Attorney

File #: 26-0088, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.
No Title's, No emails. Please use ARIAL 10 Font.

District 5
Members of the City Council, Representative Ivan Niño, (915) 212-0005

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

Discussion and action on a Resolution to rename Eastside Sports Complex (14380 Montwood Dr.) to Richard A. Castro - Eastside Sports Complex in honor of Mr. Castro's outstanding dedication to the community of El Paso.

CITY OF EL PASO, TEXAS
AGENDA ITEM
AGENDA SUMMARY FORM

DEPARTMENT: DISTRICT 5

AGENDA DATE: 01/06/2026

CONTACT PERSON NAME Rep. Ivan Niño **PHONE NUMBER:** 915-212-0005

2nd CONTACT PERSON **PHONE NUMBER:** 1-915-555-5555

3rd CONTACT PERSON **PHONE NUMBER:** 1-915-555-5555

DISTRICT(S) AFFECTED: District 5

STRATEGIC GOAL: Goal 8 Nurture and Promote

SUBGOAL:

SUBJECT:

Discussion and action on a Resolution to rename Eastside Sports Complex (14380 Montwood Dr.) to Richard A. Castro - Eastside Sports Complex in honor of Mr. Castro's outstanding dedication to the community of El Paso.

COMMUNITY AND STAKEHOLDER OUTREACH:

Community members gathered the required signatures from surrounding neighborhoods and submitted application, which was reviewed, verified, and approved by City staff. The Parks & Recreation Advisory Board approved the recommendation for City Council consideration on October 8, 2025.

BACKGROUND / DISCUSSION:

The Parks & Recreation Advisory Board approved the recommendation for City Council consideration on October 8, 2025.

PRIOR COUNCIL ACTION:

Council has previously taken action on renaming other parks and public facilities.

AMOUNT AND SOURCE OF FUNDING:

N/A

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

REVISED
10:25 am, Dec 18, 2025

RESOLUTION

WHEREAS, Richard A. Castro has set an extraordinary standard for philanthropy, leadership, and service in the El Paso community; and

WHEREAS, Mr. Castro's early career saw him work as a teacher, city manager, realtor and builder; and

WHEREAS, Mr. Castro started the HACER Scholarship Fund in 1985 which has become the largest scholarship program in the country for graduating Hispanic high school students; and

WHEREAS, Mr. Castro is the founder of Community En Accion, a community-based organization of Hispanic professionals that focuses on art and culture; and

WHEREAS, Mr. Castro founded the local McDonald's Basketball Classic so that El Paso and Las Cruces high school athletes would have a chance to play in front of college recruiters; and

WHEREAS, Mr. Castro has served in leadership roles at both the local and national levels; and

WHEREAS, on October 8, 2025, the Parks and Recreation Advisory Board heard from the community and recommend to City Council that the Eastside Sports Complex be renamed to recognize Richard A. Castro.

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

THAT City Council accepts the recommendation from the Parks and Recreation Advisory Board and hereby approves the renaming of Eastside Sports Complex, located at 14380 Montwood Dr., El Paso, TX 79938, within the City of El Paso, El Paso County, Texas, as "Richard A. Castro Eastside Sports Complex"; and

THAT Dan Olivas, ("Applicant") shall incur the customary costs associated with the renaming of the park, such as installing or replacing signs with the park name or any other signs posted or affixed to a facility. Any proposed signs shall be reviewed and agreed upon by both the Parks and Recreation Department and Applicant, District 5.

PASSED AND APPROVED this _____ day of _____, 2026.

(*Signatures on Following Page*)

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Jesus A. Quintanilla
Assistant City Attorney

APPROVED AS TO CONTENT:

_____
Pablo Caballero, Director
Parks and Recreation

PARKS & RECREATION
CITY OF EL PASO

City of El Paso
PARK NAMING/CHANGING
Application

Applicant information

Please print or type the information in black ink

Applicant Name: Dan Olivas

Mailing Address: [redacted]

Home Phone: [redacted] Work Phone: [redacted] Cell Phone [redacted]

Email Address: [redacted]

Organization _____ ☐ Non-Profit

Proposed Name / Change

Park/Facility Location/Address: 14380 Montwood Dr.

Current name of Park or Facility: Eastside Sports Complex ☐ Not Applicable

Suggested Name: Richard A. Castro

Category:

☒ Outstanding Individual(s)

☐ Common usage identifying the Neighborhood

☐ Historical Event, Person, Place

☐ Natural or Geographical Feature to the area

☐ Benefit/Organization Acknowledgement

☐ Other

_____

_____

PLEASE DO NOT WRITE IN THIS AREA

PARKS AND RECREATION

STAFF ONLY

Date Received at PARD Admin: _____

Date District Rep. Notified: _____

Date of Committee Meeting: _____

Date of PRAB Meeting: _____

Date of City Council Meeting: _____


1215



PARKS & RECREATION
CITY OF EL PASO

PARK NAMING/CHANGING

Supporting Documentation

Suggested Name: Richard A. Castro Sports Complex

Please provide a written narrative that supports the nomination for consideration. If proposing to name a park or facility after an outstanding person, a biography must also be attached and include material that identifies the individual's significance and notable reputation in the City of El Paso.

See attachments/enclosed

Attach additional pages if needed. Supporting documentation is encouraged for all applications to help justify why this name should be chosen.

Richard A. Castro
McDonald's Owner Operator
[redacted]
El Paso, Texas 79925
Phone [redacted]
Fax [redacted]

EDUCATION
Bachelor of Science Degree

Southwest Texas State University now Texas State University
Texas State University Alumnus of the Year 1997

In April 2014 Texas State University named the Undergraduate Admissions Center, the Richard A. Castro Undergraduate Admissions Center

In November 2018 Texas State University named the Richard A. Castro Legacy Club at the University Events Center

1983 TO PRESENT
Castro Enterprises, Inc.
RAC Management Co., Inc.
East El Paso Castro LLC
RICA-PLUS INC.
Dio-Rich Inc.
Elite Eastlake LLC
Owns Thirty McDonald's Restaurants

1980 -1985
Richard A. Castro, Inc.
Owned a Real Estate Agency and Construction Company

1970 - 1980
City Manager
City of Del Rio

Assistant City Manager
City of Del Rio

School Teacher – Eagle Pass School District

Richard A. Castro is a businessman, civic leader, and philanthropist who has spent decades giving back to the communities he serves.

Mr. Castro's early career saw him work as a teacher, city manager, realtor and builder.

In 1983, he purchased his first McDonald's restaurant. Since then, his franchise has grown to 35 restaurants with more than 2,500 employees.

Mr. Castro has served in leadership roles at both the local and national levels.

He is a former president of the McDonald's Hispanic Owner/Operator Association (MHOA) and founder of McDonald's Hispanos Triunfadores, which recognizes successful Hispanics who have a history of giving back to their communities.

He is the founder of Community En Accion, (CEA) a community-based organization of Hispanic professionals that focuses on art and culture.

The Council for Regional Economic Expansion and Educational Development (CREEED), an El Paso organization committed to improving college and career options for high school students; and the Borderplex Alliance, a regional non-profit organization dedicated to economic development and prosperity in the Cd. Juarez, El Paso and southern New Mexico region.

Mr. Castro has a deep commitment to education. In 1985, he initiated creation of the Hispanic American Commitment to Educational Resources (HACER®) Scholarship Program as a partnership of McDonald's Owner/Operators, Ronald McDonald House Charities® (RMHC®) and McDonald's Corporation, now celebrating its 40th anniversary. HACER has grown to become the largest scholarship program in the country for graduating Hispanic high school students. It has awarded over $36 million to deserving scholarship recipients. HACER also served as the model for the RMHC National Scholarship Program, which is open to students of all backgrounds.

Mr. Castro has received many community and professional awards.

In 1997, he received the Alumnus of the Year Award from Southwest Texas State University (now Texas State University).

In 2005, Mr. Castro was named the Hispanic Business Man of the Year by the United States Hispanic Chamber of Commerce (USHCC) and was also honored with the 2005 Hispanic Magazine Entrepreneur Award. He has also received the Texas Association of the Mexican-American Chamber of Commerce's Chairman's Community Support Award. In 2014, Texas State University named its undergraduate admissions center the Richard A. Castro Undergraduate Admission Center.

In 2011 was recognized in Washington, D.C. by the National Restaurant Association at their Gala Awards Dinner with the "Faces of Diversity Award."

In 2011 inducted into the El Paso Athletic Hall of Fame & 2007 inducted into the El Paso Business Hall of Fame.

He founded the local McDonald's Basketball Classic so that El Paso/Las Cruces High School athletes would have a chance to play in front of college scholarship recruiters.

He is a champion for education and continues to support local School District Superintendents and local education leaders and is the originator of the Superintendents luncheon, where best practices in schools are discussed.

He is one of the founders of CREEED and was instrumental in initiating a teachers' fund to help teachers to secure their accreditation to teach dual credit programs, in giving ISD's money to start the Girls Who Code program and also in raising money to help El Paso schools initiate new programs that have improved college readiness.

He started Hispanos Triunfadores, an award banquet recognizing Hispanic leaders in arts, education, science, government service and business. This banquet has been held every year since 2000.

He is a Director of WestStar Bank

He served as a Board Member of Providence Children's Hospital Governing Board

He is a Board Member of Community En Accion (CEA)

He is a Board Member of the Greater El Paso Chamber of Commerce

He is a Board Member of the Hispanic Chamber of Commerce

He is a Board Member of the Ronald McDonald House of Charities of El Paso (RMHC)

He is a Board Member of the ABQ-ELP CO-OP

He is a Board Member of the Borderplex Alliance

He is a Board Member of the Paso del Norte Community Foundation

He has served as a Board Member of Our Lady of the Lake University (OLLU)

He is Chairman of Council for Regional Economic Expansion & Education (CREEED)

During this afternoon's commencement ceremony, an honorary degree will be awarded to Mr. Richard A. Castro.
He will receive the Doctor of Humane Letters, honoris causa.

Mr. Castro is an El Paso businessman and philanthropist. In 1983, he became a McDonald's franchisee and soon became the company's largest Hispanic owner/operator, with 27 restaurants in Texas and more than 2,000 employees. He is the former president of the McDonald's Hispanic Owner/Operators Association and founder of McDonald's Hispanos Triunfadores.

He received his Bachelor of Science degree in Education from Texas State University in 1970, was named a Distinguished Alumnus in 1997, and received the College of Liberal Arts Distinguished Alumni Achievement Award in 2013.

Mr. Castro is a Texas State Hero and a Founders Society member. He formerly served as a trustee of the Texas State Development Foundation Board. The Richard A. Castro Undergraduate Admissions Center and the Richard A. Castro Legacy Club in Strahan Arena are named in recognition of his transformational generosity to Texas State University.

As a strong advocate for student-athletes, Mr. Castro has established scholarships that support both athletics and academics. In 2017, he pledged $1 million in matching funds specifically for student-athletes, demonstrating his deep commitment to sports and education. His total giving to Texas State exceeds $2.3 million.

Mr. Castro helped found Community en Acción (CEA), a network of Hispanic leaders supporting the Latino community of El Paso. In 2018, CEA honored him with the Richard Castro Community Service Scholarship for his lasting impact. He played a key role in forming the Council for Regional Economic Expansion and Educational Development (CREEED) and the Borderplex Alliance.

In 1985, he launched the Hispanic American Commitment to Educational Resources (HACER) Scholarship Program, which has awarded more than $33 million to Hispanic students nationwide. In 2019, he partnered with EPCC, UTEP, and McDonald's El Paso to create new local scholarship opportunities, and by 2020, the McDonald's El Paso Scholarships were awarding $100,000 annually to graduating high school seniors.

Mr. Castro continues to support higher education through service on boards such as the El Paso Hispanic Chamber of Commerce Education Foundation, which provides scholarships for students facing adversity. He has also served on the boards of WestStar Bank, the Boys and Girls Clubs of America, and the Chase Bank Advisory Board, and from 2014 to 2023, on the Board of Trustees at Our Lady of the Lake University.

Among his many honors, he was named Hispanic Businessman of the Year by the United States Hispanic Chamber of Commerce in 2005 and El Pasoan of the Year in 2015.

EASTSIDE SPORTS COMPLEX

1-5

Suggested Name: CHANGE TO: Richard A. Castro Sports Complex

List eligibile members of the public who support the nomination:

		Name	Address	Phone Number	Signature
1	✓	Cesar Chavez	[redacted]		
2	✓	Irian Rodriguez			
3	✓	Martin Rodriguez			
4	✓*	Guillermo Aguirre			
	✗	Maria Bated			
5	✓	Patricia Bated			
6	✓	RICARDO FLORES			
7	✓	Steph Diaz			
8	✓*	Jaime Vital vital			
9	✓	Melinda Trujillo			
	✗	Alex Valencia			
	✗	Crystal Campos			
10	✓*	Brenda Ramos			
11	✓	Heriberto Ortiz			
12	✓	JUDY GUZMAN			
13	✓*	Nohemi Espinosa			
14	✓*	Yesenia Banuelos			
	✗	Pamela Palacios			
15	✓	JAMES GOLDEN			
16	✓	Maria Ramirez			

Citizen Support

EASTSIDE SPORTS COMPLEX

Suggested Name: CHANGE TO: Richard A. Castro Sports Complex

List eligibile members of the public who support the nomination:

	Name	Address	Phone Number	Signature
X	Angelina Fagan	[redacted]		
17	Chris J. Diaz-Colon			
18	Enrique Valle			
19	Samantha Lucero			
20	LYNN ELMORE			
21	Luis Monreal			
22	Manuel Calderon			
23	Carlos Cruz			
X	Eric Gonzalez			
24	Ana Maria Saenz			
25	Brenda Sanchez			
26	Benjamin Barron			
27	Michelle Barron U			
28	Emily Almaraz			
29	MARK LUCCHESI			
30	LUIS CAMPOS			
31	Erika Y. Lara			
32	Anna Kolb			
33	CHRIS HERRERA			
34	Ricardo Sullivan			
35	GUILLERMO LUNA			

Citizen Support

EASTSIDE SPORTS COMPLEX

Suggested Name: CHANGE TO: Richard A. Castro Sports Complex

List eligibile members of the public who support the nomination:

	Name	Address	Phone Number	Signature
36	✓Jon Barroso	[redacted]		
37	✓Robert Saavedra			

Citizen Support

PARKS & RECREATION

PARK NAMING/CHANGING FORM

EASTSIDE SPORTS COMPLEX

Suggested Name: CHANGE TO: Richard A. Castro Sports Complex

List eligibile members of the public who support the nomination:

	Name	Address	Phone Number	Signature
38	✓ Jason Thomas	[redacted]		
39	✓ Arline Jasso			
40	✓ Jesus Reyes			
41	✓ Veronica Luna			
42	✓ Alejandro Romero			
43	✓ Jose Tapia			
44	✓ John Vermilyea			
45	✓ Michelle Hinman			
46	✓ Omar Castaneda			

Citizen Support

EASTSIDE SPORTS COMPLEX

Suggested Name: CHANGE TO: Richard A. Castro Sports Complex

List eligibile members of the public who support the nomination:

	Name	Address	Phone Number	Signature
47	Hector Perez	[redacted]		
48	[illegible]			
49	[illegible]			
50	Ana Salcedo			
51	Vince Crisostomo			
52 (Rubio)	[illegible]			
53	[illegible]			
	Jazmin White			
54	[illegible]			
55	[illegible]			
56	Greepol Garcia			

Citizen Support

EASTSIDE SPORT COMPLEX NAME CHANGE TO RICHARD A CASTRO

LIST OF SUPPORTING SIGNATURES ATTAINED

NAME	ADDRESS	PHONE NUMBER
1. Chris J. Diaz Colon	[redacted]	
2. Enrique Valles		
3. Samantha Lucero		
4. Lynn Elmore		
5. Luis Monrreal		
6. Manuel Calderon		
7. Carlos Cruz		
8. Eric Gonzalez		
9. Ana Maria Saenz		
10. Michelle Barron		
11. Brenda Sanchez		
12. Benjamin Barron		
13. Erik Almanza		
14. Mark Loriccia		
15. Luis Campos		
16. Enka ly. Lawc		
17. Anna Kolb		
18. Chris Herrera		
19. Ricardo Sullivan		
20. Guillermo Luna		
21. Cesar Chavez		
22. Hector Perez		
23. Easu Valles		
24. Roberto Castorena		
25. Ana Salcedo		
26. Vince Crisostomo		
27. Veronica Zena		
28. Jason Thomas		
29. Arlene Jasso		
30. Alejandro Romero		
31. Jose Tapia		
32. John Vermilyen		
33. Maria Batad		
34. Patricio Batad		
35. Irion Rodriguez		
36. Guillermo Aguirre		
37. Martin Rodriguez		
38. Ricardo Flores		
39. Steph Diaz		

40. Jaime Vital
41. Melinda Trujillo
42. Brenda Ramos
43. Heriberto Ortiz
44. Judy Guzman
45. Nohemi Espinosa
46. Yesenia Banuelos
47. James Galvan
48. Maria Ramirez
49. Ian Barraza
50. Robert Saavedra
51. Michelle Hinman
52. Omar Castaneda
53. Gustavo Rubio
54. Reyna Gonzalez
55. Roberto Garcia
56. Kevin Greene
57. Getzel Garcia

[redacted]

SUPPORTERSL SIGNED ON SHEETS:

1. Angelina Fagan
2. Alex Valencia
3. Chrystal Campos
4. Jazmin White

[redacted]

File #: 26-0089, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.
No Title's, No emails. Please use ARIAL 10 Font.

District 8
Members of the City Council, Representative Chris Canales, (915) 212-0008

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

Discussion and action on a Resolution authorizing the expenditure of District 8 discretionary funds in an amount not to exceed $5,000.00, to support current and future programming for youth, seniors, and athletic activities initiatives, events, community meetings, and other events in District 8, serves the municipal purpose of providing recreational and cultural activities to the residents of and visitors to the City of El Paso, which benefits the community and instills community pride, promotes cultural enrichment, supports local initiatives, and enhances the overall quality of life for El Paso residents. Discretionary funds will be used for the purchase of related items, including but not limited to water, refreshments, snacks, prizes, and recognition or award items, for events taking place at various community locations, including but not limited to District 8 parks, libraries, and city facilities.

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

DEPARTMENT: Mayor and Council

AGENDA DATE: 1/6/26

PUBLIC HEARING DATE:

CONTACT PERSON NAME: City Rep. Chris Canales **PHONE NUMBER:** 915-212-0008

2nd CONTACT PERSON NAME: N/A **PHONE NUMBER:** N/A

DISTRICT(S) AFFECTED: District 8

STRATEGIC GOAL:
Goal 4: Enhance El Paso's Quality of Life Through Recreational, Cultural and Educational Environments

SUBGOAL:

SUBJECT:

Discussion and action on a Resolution authorizing the expenditure of District 8 discretionary funds in an amount not to exceed $5,000.00, to support current and future programming for youth, seniors, and athletic activities initiatives, events, community meetings, and other events in District 8, serves the municipal purpose of providing recreational and cultural activities to the residents of and visitors to the City of El Paso, which benefits the community and instills community pride, promotes cultural enrichment, supports local initiatives, and enhances the overall quality of life for El Paso residents. Discretionary funds will be used for the purchase of related items, including but not limited to water, refreshments, snacks, prizes, and recognition or award items, for events taking place at various community locations, including but not limited to District 8 parks, libraries, and city facilities.

BACKGROUND / DISCUSSION:

N/A

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

PRIOR COUNCIL ACTION:

N/A

AMOUNT AND SOURCE OF FUNDING:

District 8 Discretionary Funds in an amount not to exceed $5,000.00

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

N/A

NAME	AMOUNT ($)

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

DEPARTMENT HEAD: _____

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

RESOLUTION

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

THAT, the City Council declares that the expenditure of District 8 discretionary funds in an amount not to exceed $5,000.00 to support current and future programming for youth, seniors, athletic activities, initiatives, events, community meetings, and other events in District 8, serves the municipal purpose of providing recreational and cultural activities to the residents of and visitors to the City of El Paso, which benefits the community and instills community pride, promotes cultural enrichment, supports local initiatives, and enhances the overall quality of life for El Paso residents; and

THAT, discretionary funds be used for the purchase of related items, including but not limited to water, refreshments, snacks, prizes, and recognition or award items, for events taking place at various community locations, including but not limited to District 8 parks, libraries, and city facilities; and

THAT, the City Manager, or designee, be authorized to effectuate any necessary budget transfers and execute any contracts and/or related documents to ensure that the funds are properly expended for the municipal purpose.

APPROVED this ____day of _____ 2026.

CITY OF EL PASO:

_____
Renard U. Johnson
Mayor

ATTEST:

_____
Laura D. Prine
City Clerk

APPROVED AS TO FORM:

_____
Karla Saenz
Assistant City Attorney

File #: 26-0002, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.
No Title's, No emails. Please use ARIAL 10 Font.

All Districts
Information Technology, Carolyn Patrick, (915) 212-1408
Strategic and Legislative Affairs, Omar Martinez, (915) 479-0341

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

Presentation and discussion on the El Paso Computes Program, led by the University of Texas at El Paso College of Education in partnership with the City of El Paso Department of Information Technology and funded through an American Rescue Plan Act (ARPA) grant allocation.

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

DEPARTMENT: Strategic and Legislative Affairs

AGENDA DATE: 1/6/26

PUBLIC HEARING DATE: 1/20/26

CONTACT PERSON NAME: Omar Martinez and Carolyn Patrick **PHONE NUMBER:** 915-479-0341 and (915) 867-6

DISTRICT(S) AFFECTED: All Districts

STRATEGIC GOAL:

No. 6: Set the Standard for Sound Governance and Fiscal Management

SUBGOAL:

1.1 Stabilize and expand El Paso's tax base

SUBJECT:

This presentation is an update to the El Paso Computes program led by the UTEP College of Education.

BACKGROUND / DISCUSSION:

With funding from the City of El Paso, UTEP's El Paso Computes: K-12 Impact initiative aims to increase computing competencies of El Paso students by building capacity in foundational computing among teachers in El Paso's K-12 public schools.

Core activities include:
• Increasing the number of Computer Science-certified teachers through training for current teachers and a post-bac CS residency pathway for aspiring teachers
• Adding a "Computational Thinking for Educators" course into all B.S. in Education degree plans for education majors (elementary and middle grades certification)
• Providing professional development workshops in computational thinking, AI, and computer science for K-12 teachers in El Paso schools

COMMUNITY AND STAKEHOLDER OUTREACH:

N/A

PRIOR COUNCIL ACTION:

File # 24-640: El Paso Computes was funded by $3 million ARPA allocation approved by the El Paso City Council on May 6, 2024.

AMOUNT AND SOURCE OF FUNDING:

$3,000,000.00 from American Rescue Plan Act (ARPA) funds

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

Report any contributions or donations made to City Council of an accumulated total of $500 or more. Report the name of the elected official and the amount.

NAME	AMOUNT ($)

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

DEPARTMENT HEAD: Stephen Ian Voglewede Digitally signed by Stephen Ian Voglewede Date: 2025.12.04 08:38:51 -07'00'

(If Department Head Summary Form is initiated by Purchasing, client department should sign also)

El Paso Computes Update

By UTEP EDUCATION



Scope of Work

"The focus of the El Paso Computes: K-12 Impact initiative is to increase the computing competencies of El Paso students by building capacity in foundational computing among teachers in El Paso's K-12 public schools, especially schools in underserved areas."

Core activities include:

- -Integrating computational thinking into the teacher preparation curriculum at UTEP
- -Designing and offering professional development workshops for PK-12 teachers in computational thinking and computer science
- -Increasing the certification of teachers in 8-12 Computer Science
- -Providing cybersecurity, AI, and other computing training to secondary students

Scope

Our Big Crazy Goal!

"Impacting 20,000 underserved K-12 students in El Paso over 3 years by preparing 750 K-12 teachers (250/year) with foundational skills in computing through coursework and professional development"

EL PASO COMPUTES

EP TX
CITY OF EL PASO

HOW?

"It's all about leveraging current strengths to build new strengths as El Pasoans continue to thrive in the Age of AI"

- Existing Robust Partnership Networks and Structure
- Expertise in Course Design and Instructional Delivery
- Pathways to Teacher Training and Certification

UTEP's College of Education Project Team



Dean Clifton Tanabe
Principal Investigator



Dr. Erika Mein
Co-Principal Investigator



Dr. Salamah Salamah
Co-Principal Investigator



Dr. Ann Gates
Co-Principal Investigator



Elizabeth Flores
Project Manager



Krista Apodaca
K-12 Project Coordinator

Key Operating Value: Hands-On Training Delivered by Experts





Computational Thinking and AI for K-12 Educators Workshop

- 3-day workshops at UTEP facilitated by faculty in Education and Computer Science
- Participants: K-12 teachers across contents
  - March 5-7, 2025 (21 hours)
    - 85 workshop participants
  - June 9-11, 2025 (21 hours)
    - 45 workshop participants
  - July 16-17 + asynchronous (21 hours)
    - 65 workshop participants
  - October 8-10, 2025 (21 hours)
    - 41 workshop participants
- Activities include:
  - CS education and AI literacy
  - GenAI tools for teaching and coding
  - Computational problem-solving
  - Prompt engineering



Workshop Photos

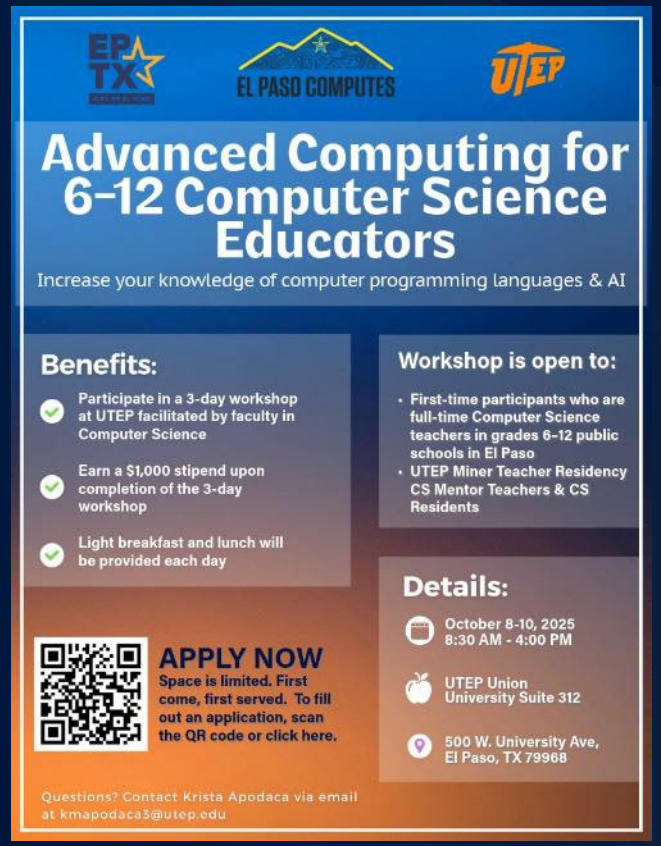






Advanced Computing for 6-12 Computer Science Educators

- 3-day workshop at UTEP facilitated by faculty in Computer Science and Computer Science Education
- Participants: Secondary Computer Science educators
  - March 5-7, 2025 (21 hours)
    - 11 workshop participants
  - June 9-11, 2025 (21 hours)
    - 31 workshop participants
  - October 8-10, 2025
    - 9 workshop participants
- Activities include:
  - CS basic concepts
  - AI literacy
  - Prompt engineering
  - Advanced coding
  - AI Ethics



Workshop Photos

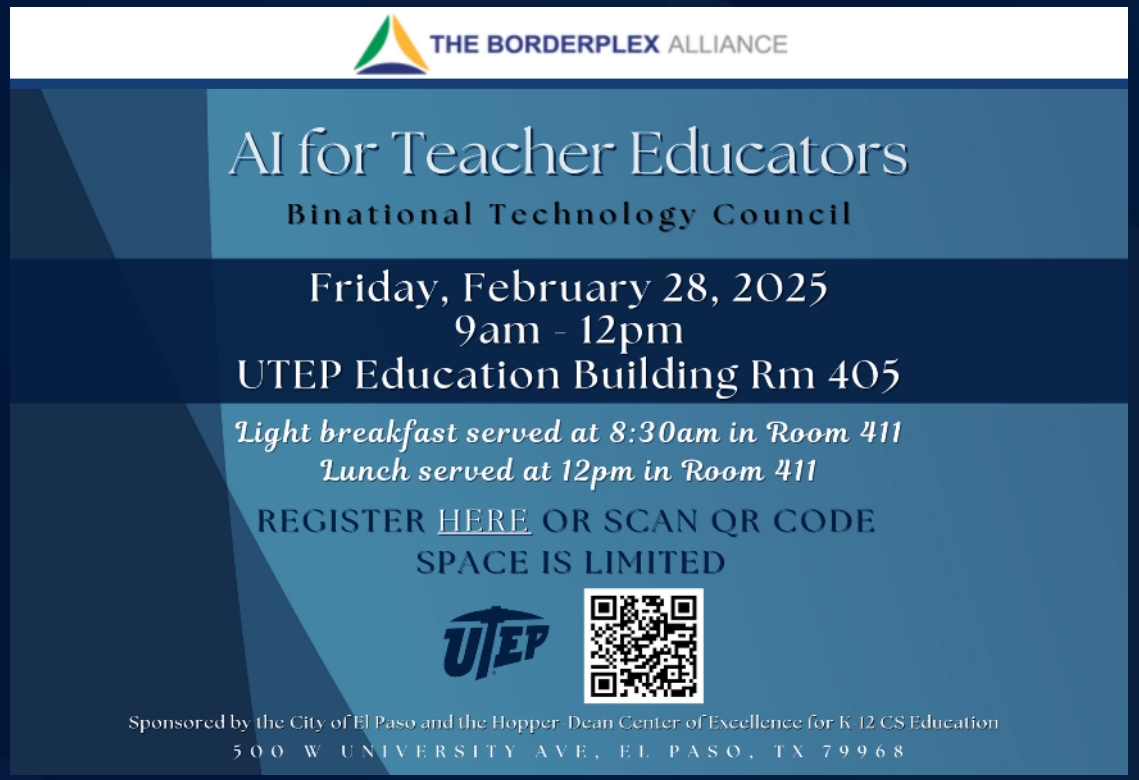






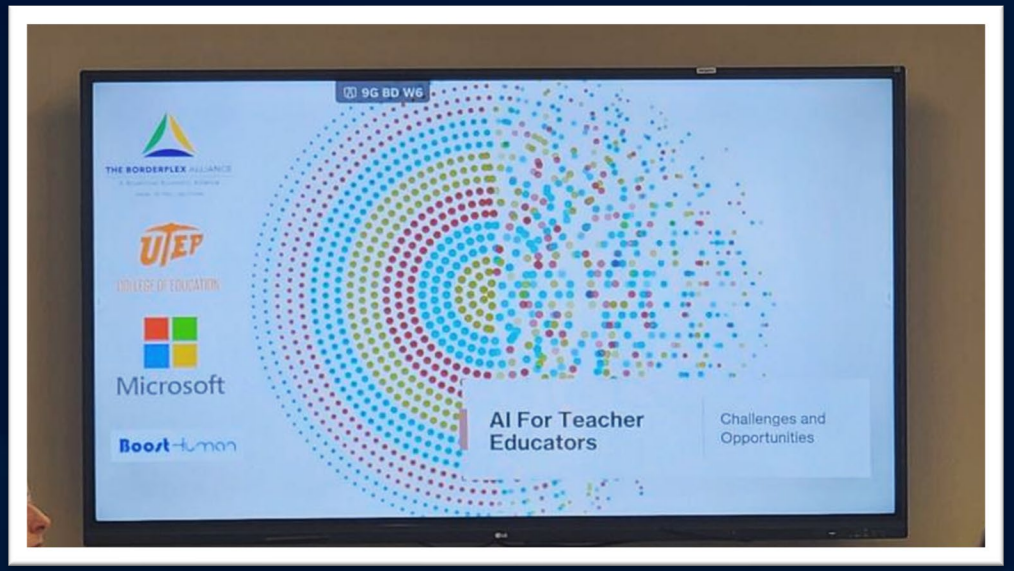
Building Capacity among Teacher Educators at UTEP & EPCC

- **Workshop series facilitated by The Borderplex Alliance, Binational Tech Council**
- **Participants: 37 UTEP/EPCC Teacher Ed Faculty @ 6 workshops**
  - **November 22, 2024**
  - **February 28, 2025**
  - **March 21, 2025**
  - **May 16, 2025**
  - **September 26, 2025**
  - **November 14, 2025**
- **Activities include:**
  - Generating effective prompts
  - Practical AI classroom applications
  - Techniques for validating AI accuracy
  - AI for research and decision-making
  - Fun and Creative AI use cases



Workshop Photos

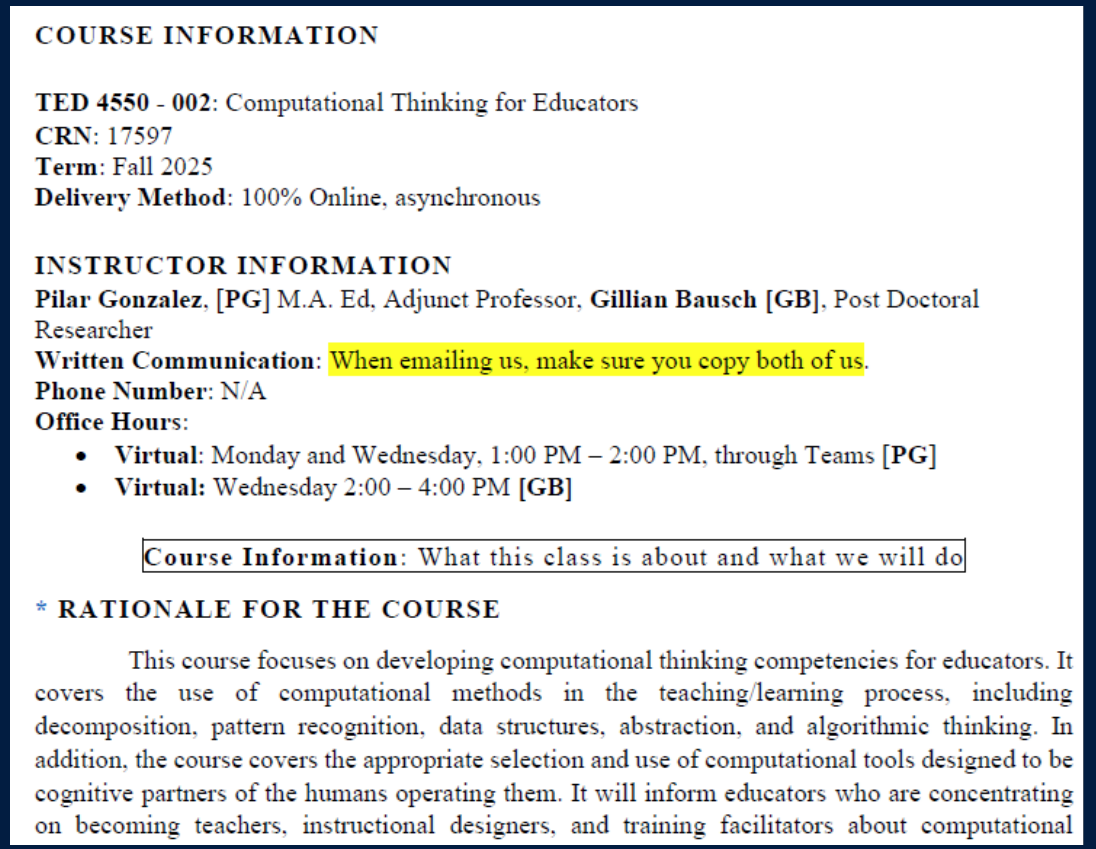






This is a Big Deal!

- **Designed and launched new CS Ed Course that EVERY teacher education student will take**
  - **TED 4550: Computational Thinking for Educators**
  - **Now fully integrated into our formal Educator Preparation Curriculum**
  - **Required for every teacher education student**



COURSE INFORMATION

TED 4550 - 002: Computational Thinking for Educators
CRN: 17597
Term: Fall 2025
Delivery Method: 100% Online, asynchronous

INSTRUCTOR INFORMATION
Pilar Gonzalez, **[PG]** M.A. Ed, Adjunct Professor, **Gillian Bausch [GB]**, Post Doctoral Researcher
Written Communication: When emailing us, make sure you copy both of us.
Phone Number: N/A
Office Hours:

- **Virtual**: Monday and Wednesday, 1:00 PM – 2:00 PM, through Teams **[PG]**
- **Virtual:** Wednesday 2:00 – 4:00 PM **[GB]**

Course Information: What this class is about and what we will do

*** RATIONALE FOR THE COURSE**

This course focuses on developing computational thinking competencies for educators. It covers the use of computational methods in the teaching/learning process, including decomposition, pattern recognition, data structures, abstraction, and algorithmic thinking. In addition, the course covers the appropriate selection and use of computational tools designed to be cognitive partners of the humans operating them. It will inform educators who are concentrating on becoming teachers, instructional designers, and training facilitators about computational

Workshop Photos



Is the "El Paso Computes Approach" Working?

- **The evaluation team conducted a retrospective pre-post evaluation design for both identified beginner and advanced participant teachers**
- **Participant Teachers included EPISD elementary/middle/high school teachers**
- **The evaluation focused on measuring:**
  - basic computer science (CS) and artificial intelligence (AI) knowledge
  - computational thinking (CT) knowledge and skills
  - teachers' attitude to use and teach CS and AI
  - teachers' willingness to use and teach CS and AI

Evaluation

- Results show statistically significant increases in CS and AI content knowledge and computational thinking for both workshop strands.
- The inclusion of AI in the training was appreciated as teachers added AI as a tool which helps perfecting work from basic to advanced and helping students to think about precise prompts.
- Data collection with interviews in the advanced strand revealed several findings: Teachers appreciated the networking opportunity and community building particularly as it breaks the seeming isolation of being (often) the sole CS teacher in a school.
- The results indicate that there were increases in teachers' perceived confidence of CS and AI knowledge as well as increased attitudes and willingness to use and teach CS using AI.
- This Evaluation Report is available for review here.

Spoiler Alert: "Real Impact!"

- **Secondary Students**
  - Cyber Patriot Camp Dates: 6/9/2025 - 6/20/2025 - 33 participants
  - AI Camp Dates: 6/23/2025 - 6/27/2025 - 44 participants
  - Cyber Patriot Camp Dates: 7/7/2025 - 7/18/2025 - 56 participants
  - AI Camp Dates: 7/21/2025 - 7/25/2025 - 58 participants
- **Teachers in Training**
  - 64 course completers
- **K-12 Teachers /Teacher Residents**
  - 287 current teachers and residents in districts
- **Training the Trainers**
  - 37 UTEP and EPCC faculty and site coordinators
- **CS-Certified Teachers**
  - 10+ teachers certified in 8-12 Computer Science



EP Computes Website

- EP Computes Website
- EP Computes Video

EL PASO COMPUTES

THANK YOU

UTEP
COLLEGE OF EDUCATION

File #: 26-0020, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.
No Title's, No emails. Please use ARIAL 10 Font.

District 5
Purchasing and Strategic Sourcing, Claudia A. Garcia, (915) 212-0043
Capital Improvement Department, Yvette Hernandez, (915) 212-1783

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.
Populate the table to maintain proper formatting. Copy and paste the agenda language in the designated area below. You may include more language after the table. Just made sure all posting language is populated between "TITLE" and "END".

Discussion and action on the award of Solicitation 2025-0545 Eastside Regional Park Phase II (Re-Bid) to Gracen Engineering & Construction, Inc. for a total estimated amount of $11,707,607.00. This project will consist of adding approximately 650,000 square feet of area to the existing Eastside Regional Park. To include softball fields, pickleball courts, handball courts, sand volleyball courts, basketball courts and various site amenities.

Department:	Capital Improvement
Award to:	Gracen Engineering & Construction, Inc.
City & State:	El Paso, TX
Item(s):	Base Proposal I, Additive Alternate I, Additive Alternate II, Additive Alternate III, Additive Alternate IV
Contract Term:	366 Consecutive Calendar Days
Base Proposal I:	$10,747,162.00
Additive Alternate I:	$372,546.00
Additive Alternate II:	$144,926.00
Additive Alternate III:	$120,619.00
Additive Alternate IV:	$322,354.00
Total Estimated Award:	$11,707,607.00
Account(s):	190 - 4741 - 38290 - 580270 - PCP13PRKA06 190 - 4745 - 38290 - 580270 - PCP13PRKA06 190 - 4746 - 38290 - 580270 - PCP13PRKA06 451 - 2670 - 51440 - 580270 - PCP13PRKA06

	190 - 4745 - 28900 - 580270 - PCP13PRKA06
Funding Source(s):	2017 Certificates of Obligation
	2018 Certificates of Obligation
	2019 Certificates of Obligation
	2020 Certificates of Obligation
	Parks Grant
	Investment Interest
District(s):	5

This was a Competitive Sealed Proposal Procurement, lump sum contract.

The Purchasing & Strategic Sourcing and Capital Improvement departments recommend award as indicated to Gracen Engineering & Construction, Inc. the highest ranked offeror based on the evaluation factors established in the evaluation criteria for this procurement.

It is requested that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of this award.

As a part of this award, upon the review of the City Attorney, the City Engineer may without further authorization from City Council approve contract changes which are necessary for proper execution of the work and carrying out the intent of the project, which are in accordance with applicable law, do not make changes to the prices and are within the appropriate budget.

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

DEPARTMENT: Capital Improvement
Purchasing & Strategic Sourcing
AGENDA DATE: January 6, 2026
PUBLIC HEARING DATE: **NA**
CONTACT PERSON NAME: Yvette Hernandez, Deputy City Manager **PHONE NUMBER:** (915) 212-1783
Claudia A. Garcia, Director **PHONE NUMBER:** (915) 212-0043
DISTRICT(S) AFFECTED: 5

SUBJECT:
Discussion and action on the award of Solicitation 2025-0545 Eastside Regional Park Phase II (Re-Bid) to Gracen Engineering & Construction, Inc., for a total estimated amount of $11,707,607.00

BACKGROUND / DISCUSSION:
The Eastside Regional Park Phase II Project adds approximately 650,000 square feet of area to the existing Eastside Regional Park. The addition includes four (4) natural grass softball fields (including dugout shelters), bleachers, four (4) pickleball courts, landscaping, irrigation, paved car parking, spaces for food trucks, restroom facilities, sidewalks, covered sitting areas, and bike racks. Additional site amenities to include six (6) pickle ball courts, two (2) handball courts, two (2) sand volleyball courts, and two (2) basketball courts.

COMMUNITY AND STAKEHOLDER OUTREACH:
A pre-proposal meeting was held on July 9, 2025. Eight (8) suppliers were in attendance.

SELECTION SUMMARY:
Solicitation was advertised on July 1, 2025 and July 8, 2025. The solicitation was posted on City website on July 1, 2025. There were a total fifty-eight (58) viewers online; Five (5) proposals were received; all coming from local suppliers.

CONTRACT VARIANCE:
NA

PROTEST
Two protests were received for this requirement and both were denied.

PRIOR COUNCIL ACTION:
NA

AMOUNT AND SOURCE OF FUNDING:
Amount: $11,707,607.00
Funding Source: 2017 Certificates of Obligation
2018 Certificates of Obligation
2019 Certificates of Obligation
2020 Certificates of Obligation
Parks Grant
Investment Interest
Accounts: 190 – 4741 – 38290 – 580270 – PCP13PRKA06
190 – 4745 – 38290 – 580270 – PCP13PRKA06
190 – 4746 – 38290 – 580270 – PCP13PRKA06
451 – 2670 – 51440 – 580270 – PCP13PRKA06
190 – 4745 – 28900 – 580270 – PCP13PRKA06

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

Report any contributions or donations to City Council of an accumulated total of $500 or more. Report the name of the elected official and the amount.

NAME	AMOUNT ($)
Form was provided to the applicant	

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

DEPARTMENT HEAD:

Yvette Hernandez

Yvette Hernandez, Deputy City Manager

Claudia A. Garcia – Director of Purchasing & Strategic Sourcing

Project Form
Competitive Sealed Proposal

**********Posting Language Below **********

Please place the following item on the Regular Agenda for the City Council Meeting of January 6, 2026.

Award Summary:
Discussion and action on the award of Solicitation 2025-0545 Eastside Regional Park Phase II (Re-Bid) to Gracen Engineering & Construction, Inc. for a total estimated amount of $11,707,607.00. This project will consist of adding approximately 650,000 square feet of area to the existing Eastside Regional Park. To include softball fields, pickleball courts, handball courts, sand volleyball courts, basketball courts and various site amenities.

Department:	Capital Improvement
Award to:	Gracen Engineering & Construction, Inc.
City & State:	El Paso, TX
Item(s):	Base Proposal I, Additive Alternate I, Additive Alternate II, Additive Alternate III, Additive Alternate IV
Contract Term:	366 Consecutive Calendar Days
Base Proposal I:	$10,747,162.00
Additive Alternate I:	$372,546.00
Additive Alternate II:	$144,926.00
Additive Alternate III:	$120,619.00
Additive Alternate IV:	$322,354.00
Total Estimated Award:	$11,707,607.00
Account(s):	190 – 4741 – 38290 – 580270 – PCP13PRKA06 190 – 4745 – 38290 – 580270 – PCP13PRKA06 190 – 4746 – 38290 – 580270 – PCP13PRKA06 451 – 2670 – 51440 – 580270 – PCP13PRKA06 190 – 4745 – 28900 – 580270 – PCP13PRKA06
Funding Source(s):	2017 Certificates of Obligation 2018 Certificates of Obligation 2019 Certificates of Obligation 2020 Certificates of Obligation Parks Grant Investment Interest
District(s):	5

This was a Competitive Sealed Proposal Procurement, lump sum contract.

The Purchasing & Strategic Sourcing and Capital Improvement departments recommend award as indicated to Gracen Engineering & Construction, Inc. the highest ranked offeror based on the evaluation factors established in the evaluation criteria for this procurement.

It is requested that the City Manager be authorized to establish the funding sources and make any necessary budget transfers and execute any and all documents necessary for execution of this award.

As a part of this award, upon the review of the City Attorney, the City Engineer may without further authorization from City Council approve contract changes which are necessary for proper execution of the work and carrying out the intent of the project, which are in accordance with applicable law, do not make changes to the prices and are within the appropriate budget.

COMPETITIVE SEALED PROPOSAL (CSP) EVALUATION SHEET - REVISED

2025-0545 Eastside Regional Park Phase II (Re-Bid)

Evaluation Factors	Maximum Points	Gracen Engineering & Construction LLC	Spartan Construction of Texas, LLC	Jordan Foster Construction, LLC	LDCM Solutions, LLC	AAA General Contractors, LLC
Factor A - Offeror's Proposed Price	50	48.31	50.00	31.48	41.60	Proposal Deemed Non-Responsive. Therefore, not evaluated.
Factor B - Offeror' s Proposed Construction Duration and Schedule: Construction Duration (5 Points)	5	5.00	3.66	4.49	4.12	
Project Schedule (20 Points)	20	23.87	21.39	22.22	7.22	
Factor C - Offeror's Experience	10	8.97	3.11	9.53	5.70	
Factor D - Offeror's Reputation	5	3.17	1.59	4.59	3.26	
Factor E - Offeror's Proposed Key Personnel	10	8.30	7.67	8.25	7.67	
Total Points	**100**	**92.62**	**83.76**	**76.07**	**65.45**	
	Ranking	**1**	**2**	**3**	**4**	

APPROVED: 11/3/2025
for Claudia A. Garcia
Purchasing & Strategic Sourcing Director — Date

APPROVED: Yvette Hernandez 11/3/25
Yvette Hernandez
City Engineer — Date

CITY OF EL PASO
PRICE TABULATION

Title: Eastside Regional Park Phase II (Re-Bid) **Solicitation Number: 2025-0545**

Deadline Date: August 06, 2025 **Department: Capital Improvement**

	AAA General Contractors, LLC	Gracen Engineering & Construction, LLC	Jordan Foster Construction, LLC	LDCM Solutions, LLC	Spartan Construction of Texas, LLC
	El Paso, TX	El Paso, TX	El Paso, TX	El Paso, TX	El Paso, TX
	Offeror 1 of 5	Offeror 2 of 5	Offeror 3 of 5	Offeror 4 of 5	Offeror 5 of 5
Base Proposal I: Construction of Eastside Regional Park Phase II (As per Final Plans & Specs dated on Sep. 24 2024) **The undersigned agrees to perform all of the work required for the total amount of:**	$ 9,680,010.00	$ 11,838,612.00	$ 18,328,605.00	$ 13,957,000.00	$ 11,635,000.00
Additive Alternate 1: Pickleball Court (As per Final Plans & Specs dated on September 24, 2024)	$ 330,618.00	$ 372,546.00	$ 518,000.00	$ 316,000.00	$ 320,000.00
Additive Alternate 2: Handball Court (As per Final Plans & Specs dated on September 24, 2024)	$ 105,050.00	$ 144,926.00	$ 230,000.00	$ 121,000.00	$ 112,000.00
Additive Alternate 3: Sand Volleyball Court (As per Final Plans & Specs dated on September 24, 2024)	$ 129,620.00	$ 120,619.00	$ 238,000.00	$ 89,500.00	$ 100,000.00
Additive Alternate 4: Basketball Court (As per Final Plans & Specs dated on September 24, 2024)	$ 242,698.00	$ 322,354.00	$ 330,395.00	$ 381,000.00	$ 200,000.00
Bid Bond	YES	YES	YES	YES	YES
Amendments Acknowledged	YES	YES	YES	YES	YES

Solicitation Invites: 1,1516 **Local Suppliers Invited: 666** **Proposals Received: 5** **Local Proposals Received: 5**

NOTE: The information contained in this tabulation is for information only and does not constitute actual award/execution of contract.

Approved: ___/s/_____

Date: 8/22/2025

Online views for *2025-0545 Eastside Regional Park Phase II (Re-Bid)*			
No.	**Participant Name**	**City**	**State**
1	Gracen Engineering & Construction, Inc.	El Paso	TX
2	LDCM Solutions LLC	El Paso	TX
3	Spartan Construction of TX, Inc.	EL PASO	TX
4	AAA General Contractors, LLC	El Paso	TX
5	Jordan Foster Construction, LLC	El Paso	TX
6	TECHLINE INC	NEW BRAUNFELS	TX
7	Sundt Construction, Inc.	El Paso	TX
8	Delegard Tool of Texas	Houston	TX
9	Synergy Project Contractors, Inc.	El Paso	TX
10	Electrical Power Products, Inc.	Des Moines	IA
11	Filterbuy Incorporated	Talladega	AL
12	Heidaker Land Services Inc.	Katy	TX
13	Zeraus Iluminacion	El Paso	TX
14	Sunsational Solutions (Ten Twenty-Four Industries, LLC.)	Austin	TX
15	Complete Supply Inc	Farmers Branch	TX
16	CONSTRUCTION SOLUTION USA LLC	CARROLLTON	TX
17	WOFFORD TRUCK PARTS (TE EL PASO,LLC)	EL PASO	TX
18	Ovol USA f/k/a JP Gould a/k/a Baxter, Bosworth Papers, High Point (Western-BRW Paper Co. Inc)	Dallas	TX
19	Abescape Landscaping, LLC	El Paso	TX
20	Amtek USA, Austin	Houston	TX
21	BIG MEDIA- (EP BIG MEDIA, INC)	EL PASO	TX
22	Brunson pump service (Brunson Investment LLC)	El Paso	TX
23	Burman Construction, LLC	El Paso	TX
24	CodeLumen	El Paso	TX
25	ConstructConnect	Cincinnati	OH
26	Construction Reporter	Albuquerque	NM
27	Dantex General Contractors	El Paso	TX
28	Deltek	Herndon	VA
29	Desert Contracting LLC	El Paso	TX
30	El Paso A.R.C. Electric, Inc.	El Paso	TX
31	Energy Systems Texas LLC	Waukesha	WI
32	Ephesus Sports Lighting (Cooper Lighting Solutions)	Peachtree City	GA
33	Frontier Roofing Supply (Superior Asphalt Enterprises Inc.)	EL PASO	TX
34	Hadrones LLC (Hadron Engineering Services LLC)	Spring	TX
35	Hawkins Inc.	Roseville	MN
36	Hellas Construction, Inc.	Austin	TX
37	International Eagle Enterprises	El Paso	TX
38	JC LANDSCAPING (GARNICA CORPORATION)	EL PASO	TX
39	Jobe Materials	El Paso	TX
40	Keystone Contractors and Engineers (Keystone GC, LLC.)	El Paso	TX
41	Kleen-Tech Services, LLC	Denver	CO
42	LOI Engineers (LEC Engineering, Inc. dba LOI Engineers)	El Paso	TX
43	Lonestar Forklift	El Paso	TX
44	MACNEILL AND SONS GENERAL CONTRACTORS	EL PASO	TX
45	Martinez Bros. Contractors, LLC	El Paso	TX
46	MCI Flowtronex	Dallas	TX
47	Motion Industries	El Paso	TX
48	Musco Sports Lighting	Oskaloosa	IA
49	Possible Missions, Inc.	Houston	TX
50	RMVCF LLC	El Paso	TX
51	Shade Doctor of El Paso, LLC (07/22/2024)	El Paso	TX
52	T. R Landscaping and Construction, LLC	Socorro	TX
53	TAC-M LLC	Dallas	TX
54	Talley Associates	Dallas	TX
55	The PlanIt Room	El Paso	TX
56	Vellutini Corporation dba Royal Electric Company	Dallas	TX
57	Virtual Builders Exchange	San Antonio	TX
58	ZTEX Construction, Inc.	El Paso	TX

DISCLOSURE OF CAMPAIGN CONTRIBUTIONS AND DONATIONS FORM

In compliance with Title 2, Chapter 2.92, Section 2.92.080

Introduction:

Individuals or entities benefiting by a City Council Agenda item must disclose contributions or donations made to current members of Council under the City's Ethics Code. The information on this form is being captured for transparency purposes and will be noted on the relevant City Council Agenda. **Contributions and Donations do NOT disqualify an applicant from doing business with the City.**

Definitions:

"Contribution"	A direct or indirect transfer of money, goods, services, or any other thing of value and includes an agreement made or other obligation incurred, whether legally enforceable or not, to make a transfer. The term includes a loan or extension of credit, other than those expressly excluded by the Texas Election Code, and a guarantee of a loan or extension of credit.
"Contributor"	A person making a contribution, including the contributor's spouse.
"Donation"	Cash and the value of any in-kind contributions or gifts to the council member for use by their office or in their district.
"Donor"	An individual and spouse, a business entity, or an individual who owns a business entity in whole or in part, or is operated by the individual, that is the subject of a council agenda item.
"Benefiting"	Shall include but not be limited to any contract, bid award, franchise, permit, zoning or rezoning, and other award that council will vote on.

Instructions: Please read and complete this form carefully. If you have made campaign contributions or donations to any current City Council member(s) totaling an aggregate of $500 or more during their campaign(s) or term(s) of City office, you are required to disclose the information as specified below. If you have not made such contributions or donations past the limit specified in the ordinance, you are required to affirm your compliance with the municipal code. Please submit this completed form along with your application or proposal to the relevant city department. Failure to disclose campaign contributions or donations as required by the ordinance may result in a violation of the City's Ethics Code requirements, and sanctions under the Ethics Code 2.92.

Contributor / Donor Information:

Full Name	S. Michael Sambrano II
Business Name	Gracen Engineering & Construction, Inc.
Agenda Item Type	Contract Award
Relevant Department	Capital Improvement Department

Disclosure Affirmation: Please check the appropriate box below to indicate whether you have made campaign contributions or donations totaling an aggregate of $500 or more to any City Council member(s) during their campaign(s) or term(s) of City office specified in Section 2.92.080 of the El Paso Municipal Code.

☑ I have **NOT** made campaign contributions or donations totaling an aggregate of $500 or more to any City Council member(s) during their campaign(s) or term(s) of City office, as specified in Section 2.92.080 of the El Paso Municipal Code.

OR

☐ I have made campaign contributions or donations totaling an aggregate of $500 or more to the following City Council member(s) during their campaign(s) or term(s) of City office:

OFFICE	CURRENT COUNCIL MEMBER NAME	AMOUNT ($)
Mayor		
District 1		
District 2		
District 3		
District 4		
District 5		
District 6		
District 7		
District 8		

Declaration: I hereby affirm that the information provided in this disclosure form is true and accurate to the best of my knowledge. I understand that this disclosure is required by Title 2, Chapter 2.92 of the El Paso Municipal Code and is subject to verification by the city authorities. Further, **I understand that upon submission of this form, I must disclose any subsequent contributions or donations prior to the relevant council meeting date.**

Signature: S. Michael Sambrano II Digitally signed by S. Michael Sambrano II Date: 2025.07.28 15:35:28 -06'00' Date: 7/28/2025

City of El Paso
Capital Improvement Department
Eastside Regional Park Phase II

1/6/2026

Strategic Plan Goal:
7) Enhance and Sustain El Paso's Infrastructure Network

Project Details

Location:	13501 Jason Crandall Dr.
District(s):	5
Total Construction Budget:	$11,707,607.00
Funding Source:	• 2017 Certificates of Obligation • 2018 Certificates of Obligation • 2019 Certificates of Obligation • 2020 Certificates of Obligation • Parks Grant • Investment Interest

Project Location

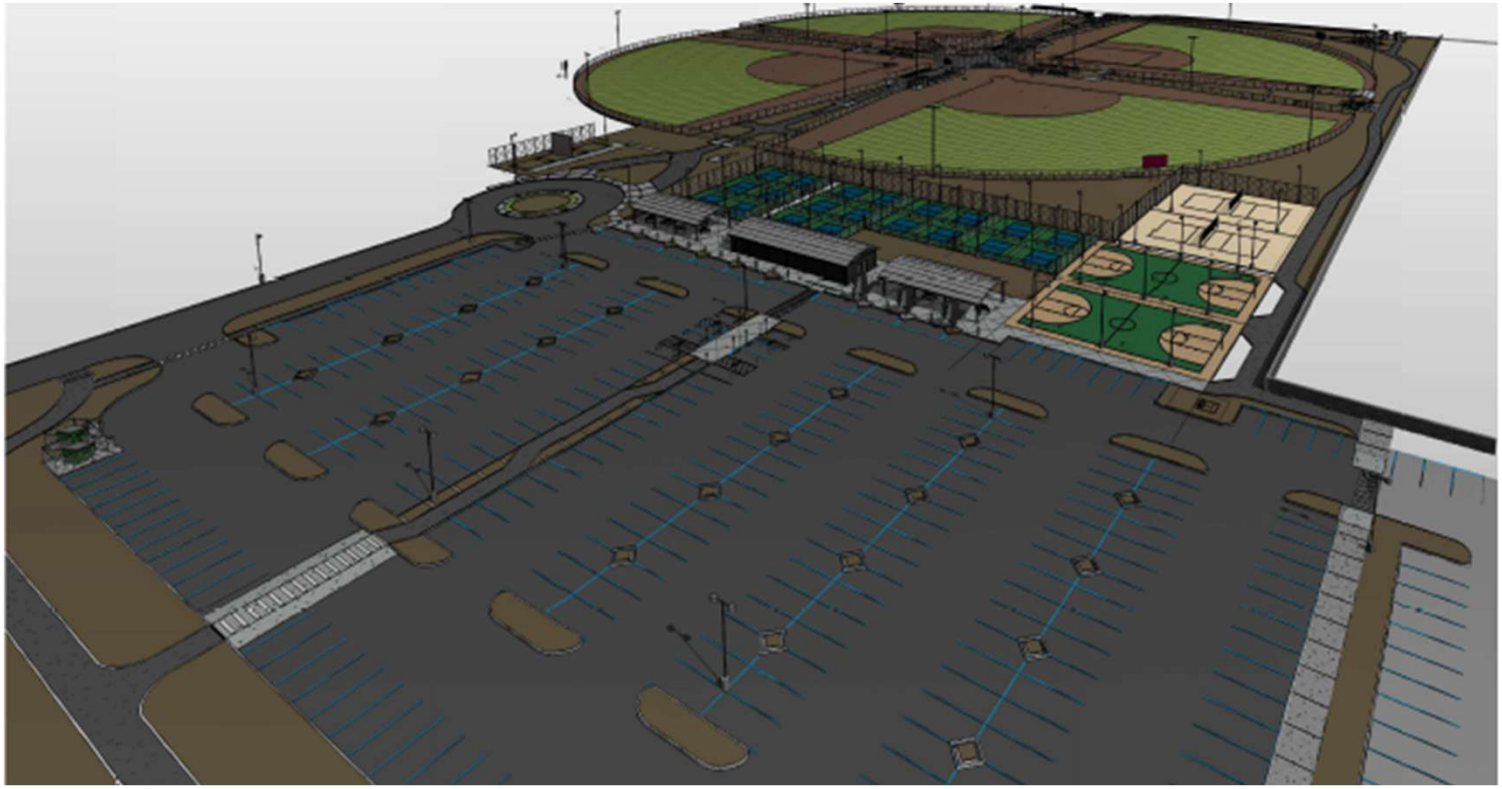


Existing Conditions





Project Rendering



Scope of Work

The project consists of the construction of a park expansion, approximately **650,000 square feet of area** to include car parking, food truck parking, walks, landscaping, irrigation systems, shelters, fencing, restrooms, four softball fields including dugout shelters, four pickleball courts, bleachers, bike racks, and other site amenities to support the following;

- Six Pickleball Courts
- Two Handball Courts
- Two Sand Volleyball Courts
- Two Basketball Courts

Procurement Summary

- Competitive Sealed Proposal
  - Solicitation advertised on July 1, 2025
    - 5 firms submitted bids, 5 local vendors
  - Recommendation
    - To award the construction contract to Gracen Engineering & Construction, Inc. in the amount of $11,707,607.00
  - Construction Schedule
    - Start: Spring 2026
    - End: Spring 2027

MISSION

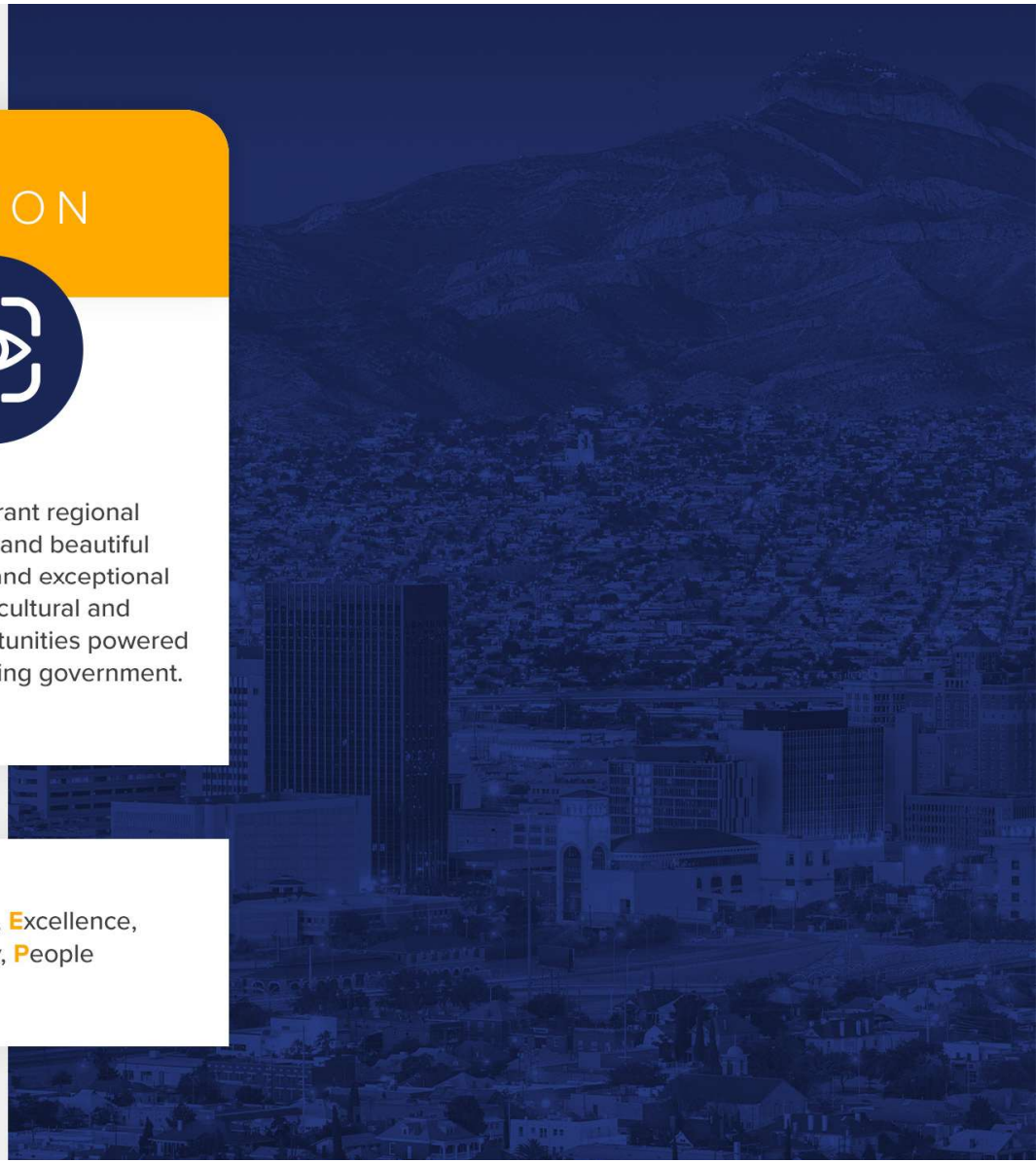
Deliver exceptional services to support a high quality of life and place for our community.

VISION

Develop a vibrant regional economy, safe and beautiful neighborhoods and exceptional recreational, cultural and educational opportunities powered by a high performing government.

VALUES

Integrity, **R**espect, **E**xcellence, **A**ccountability, **P**eople



MISIÓN

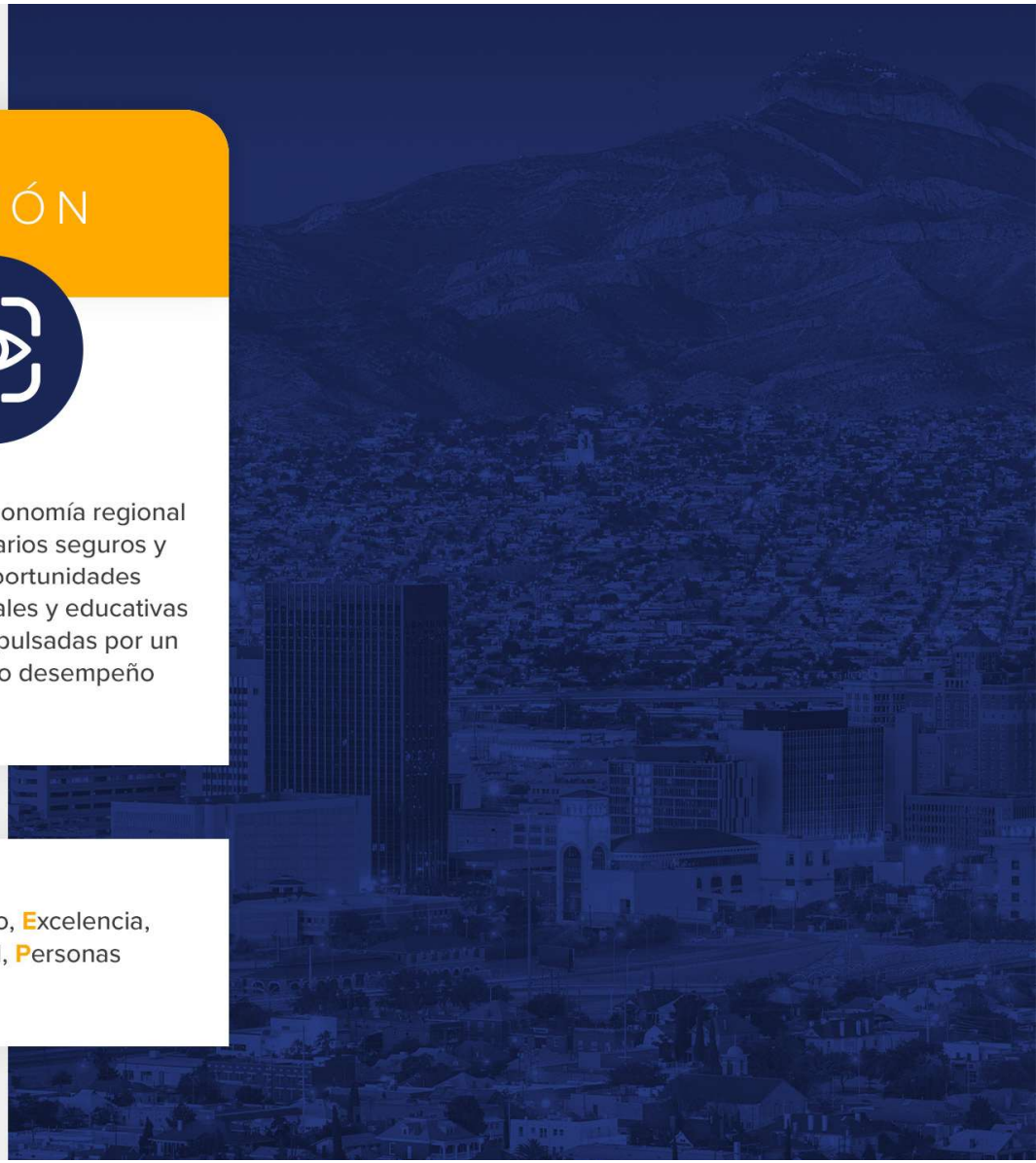
Brindar servicios excepcionales para respaldar una vida y un lugar de alta calidad para nuestra comunidad

VISIÓN

Desarrollar una economía regional vibrante, vecindarios seguros y hermosos y oportunidades recreativas, culturales y educativas excepcionales impulsadas por un gobierno de alto desempeño

VALORES

Integridad, **R**espeto, **E**xcelencia, **R**esponsabilidad, **P**ersonas



File #: 26-0086, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

Please choose District and Department from drop down menu. Please post exactly as example below.
No Title's, No emails. Please use ARIAL 10 Font.

City Attorney's Office, Matt Marquez, (915) 212-0033

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

Statement of Intent of Texas Gas Service Company, a Division of ONE Gas, Inc. to Increase Rates within the Company's Incorporated Areas of Central-Gulf, West North, and Rio Grande Valley Service Areas - OS-25-00028202; HQ#UTILITY-67 (551.071)

File #: 26-0087, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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City Attorney's Office, Robert Aguinaga, (915) 212-0033

AGENDA LANGUAGE:

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Application of El Paso Electric Company to Change Rates - PUC#57568; HQ#UTILITY-60 (551.071)

File #: 26-0090, **Version:** 1

CITY OF EL PASO, TEXAS
LEGISTAR AGENDA ITEM SUMMARY FORM

DISTRICT, DEPARTMENT, CONTACT INFORMATION:

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No Title's, No emails. Please use ARIAL 10 Font.

City Attorney's Office, Oscar Gomez, (915) 212-0033

AGENDA LANGUAGE:

This is the language that will be posted to the agenda. Please use ARIAL 11 Font.

Application of El Paso Electric Company to Amend its Certificate of Convenience and Necessity (CCN) for a 365 MW Natural Gas Generating Facility; PUC# 57501 - HQ#UTILITY-74 (551.071)