

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

DEPARTMENT:

AGENDA DATE:

PUBLIC HEARING DATE:

CONTACT PERSON NAME:

PHONE NUMBER:

2nd CONTACT PERSON NAME:

PHONE NUMBER:

DISTRICT(S) AFFECTED:

STRATEGIC GOAL:

SUBGOAL:

SUBJECT:

REVISED

7:15 am, Jan 08, 2026

BACKGROUND / DISCUSSION:

COMMUNITY AND STAKEHOLDER OUTREACH:

PRIOR COUNCIL ACTION:

AMOUNT AND SOURCE OF FUNDING:

REPORTING OF CONTRIBUTION OR DONATION TO CITY COUNCIL:

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 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

ORDINANCE NUMBER _____
Sale of Land – 271.876 Acres - TxDOT
HQ 5998- RAB

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.



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.
5. The groundwater estate related to the Property, which is hereby severed from the Property and reserved by and for Grantor, for all purposes. The groundwater estate shall include, without limitation, the Groundwater and Groundwater Rights related to the Property. The term (i) "Groundwater" shall mean all of the underground water, percolating water, artesian water, and any other water existing now and in the future from any and all depths, reservoirs, aquifers, formations, and horizons beneath the surface of the Property; and (ii) "Groundwater Rights" shall mean (1) the right to access, test, capture, explore for, drill for, develop, withdraw, produce, store, treat, transport or otherwise acquire and beneficially use, reuse, or recharge, any and all of the Groundwater beneath the Property; (2) the right to apply for and obtain all permits, licenses, or other governmental authorizations relating to any of the foregoing, including but not limited to any permit issued by a groundwater conservation district or other governmental entity existing now or in the future and having jurisdiction over the Groundwater and/or the exploration, drilling, production, use, storage, treatment, reuse, recharge or transport of Groundwater.

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

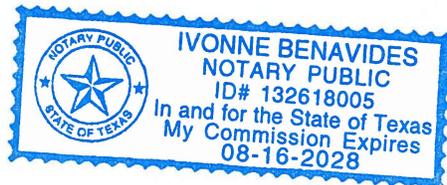
Grantor's Address:

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.




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 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 $07^{\circ}27'53''$ 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 $07^{\circ}27'54''$ 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 $53^{\circ}24'37''$ 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 $66^{\circ}27'58''$ 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 $48^{\circ}57'36''$ 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 Public 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 $47^{\circ}53'32''$ 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 $48^{\circ}57'36''$ 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.

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;

- 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.



A handwritten signature in black ink, appearing to read "Scott M. Fertak", followed by the date "14 July 2022" written in a similar cursive style.

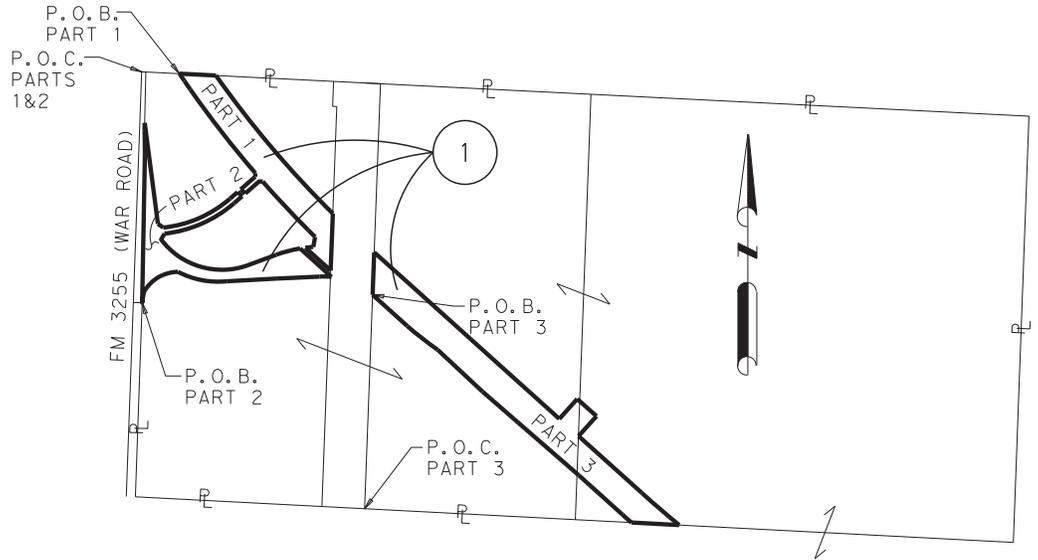
Scott M. Fertak
Registered Professional Land Surveyor
No. 5257

Exhibit A

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 — P —
 PROPERTY LINE — P —
 DENIAL OF ACCESS LINE — II —
 SURVEY LINE — x — x —
 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.

Scott M. Fertak 14 July 2022

SCOTT M. FERTAK
 REGISTERED PROFESSIONAL LAND SURVEYOR
 NO. 5257



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

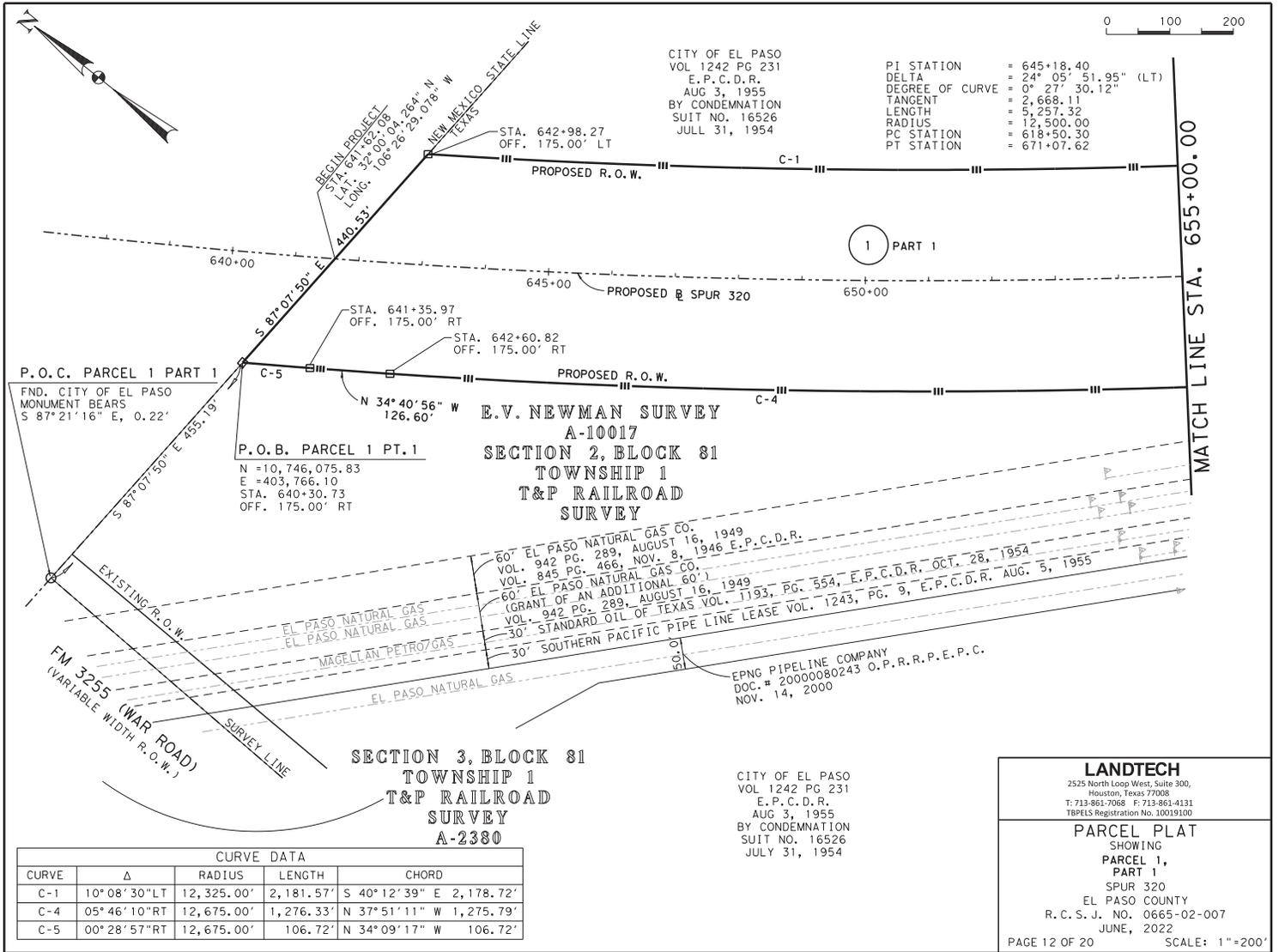


Exhibit A

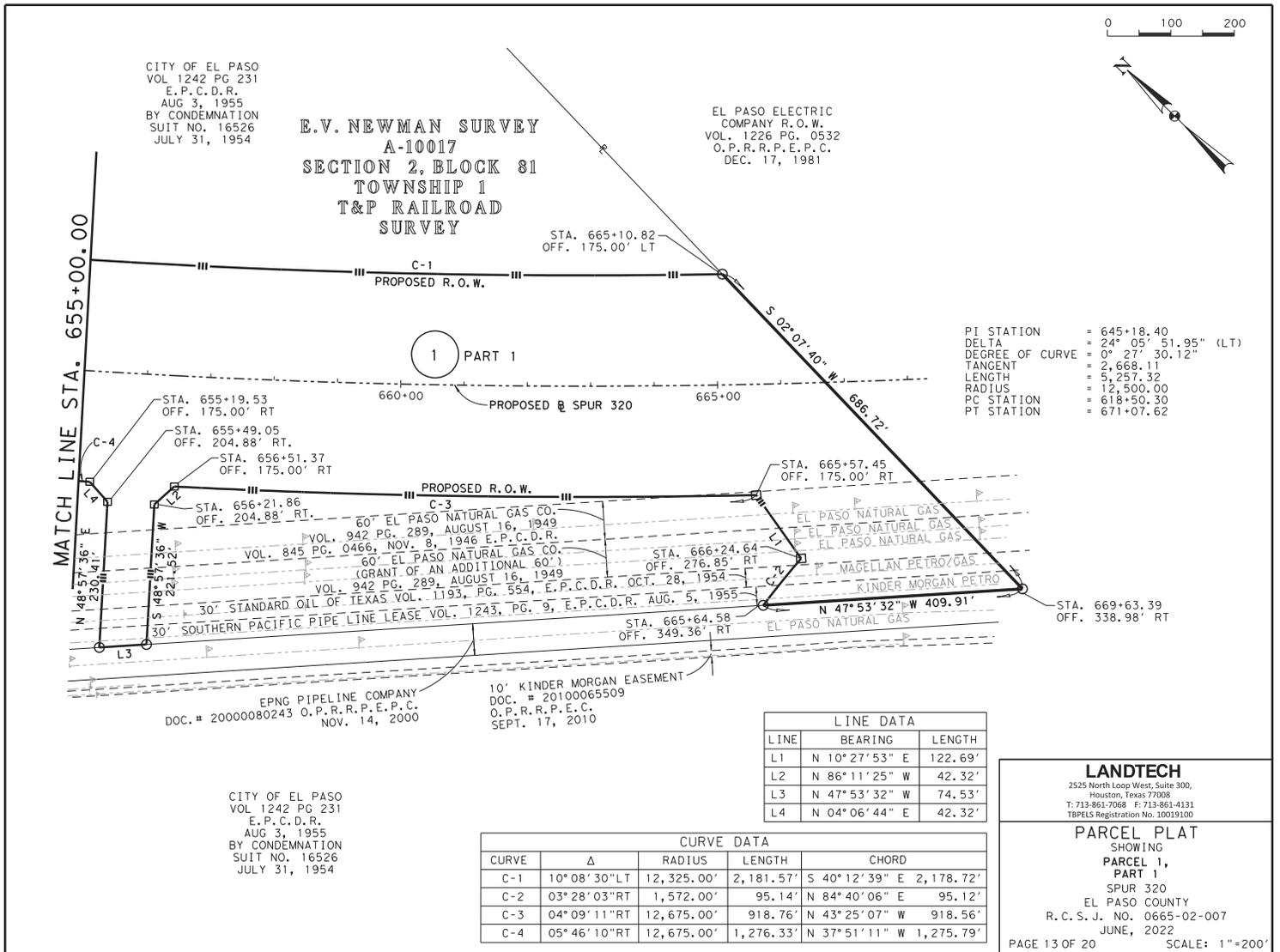


Exhibit A

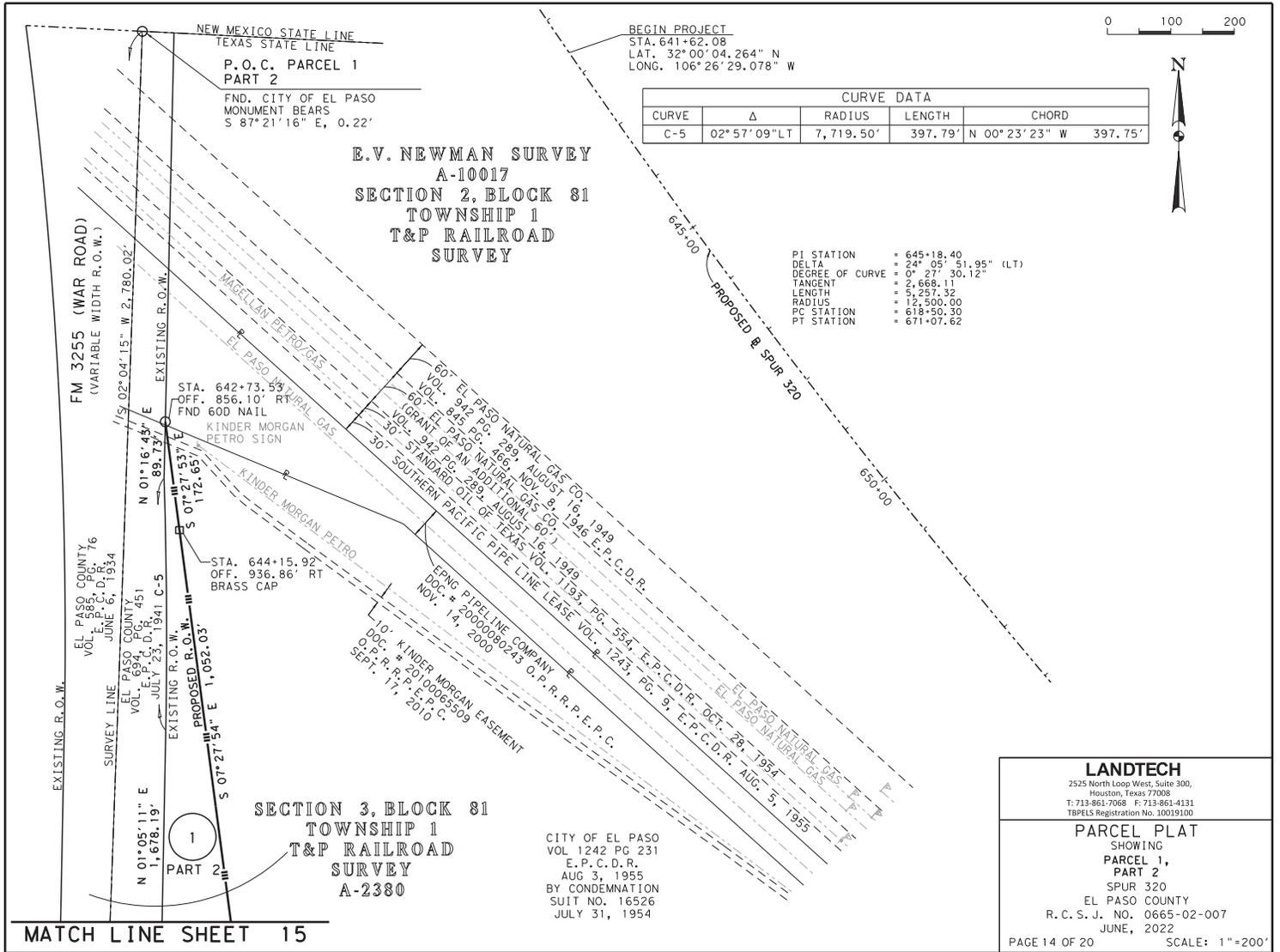


Exhibit A

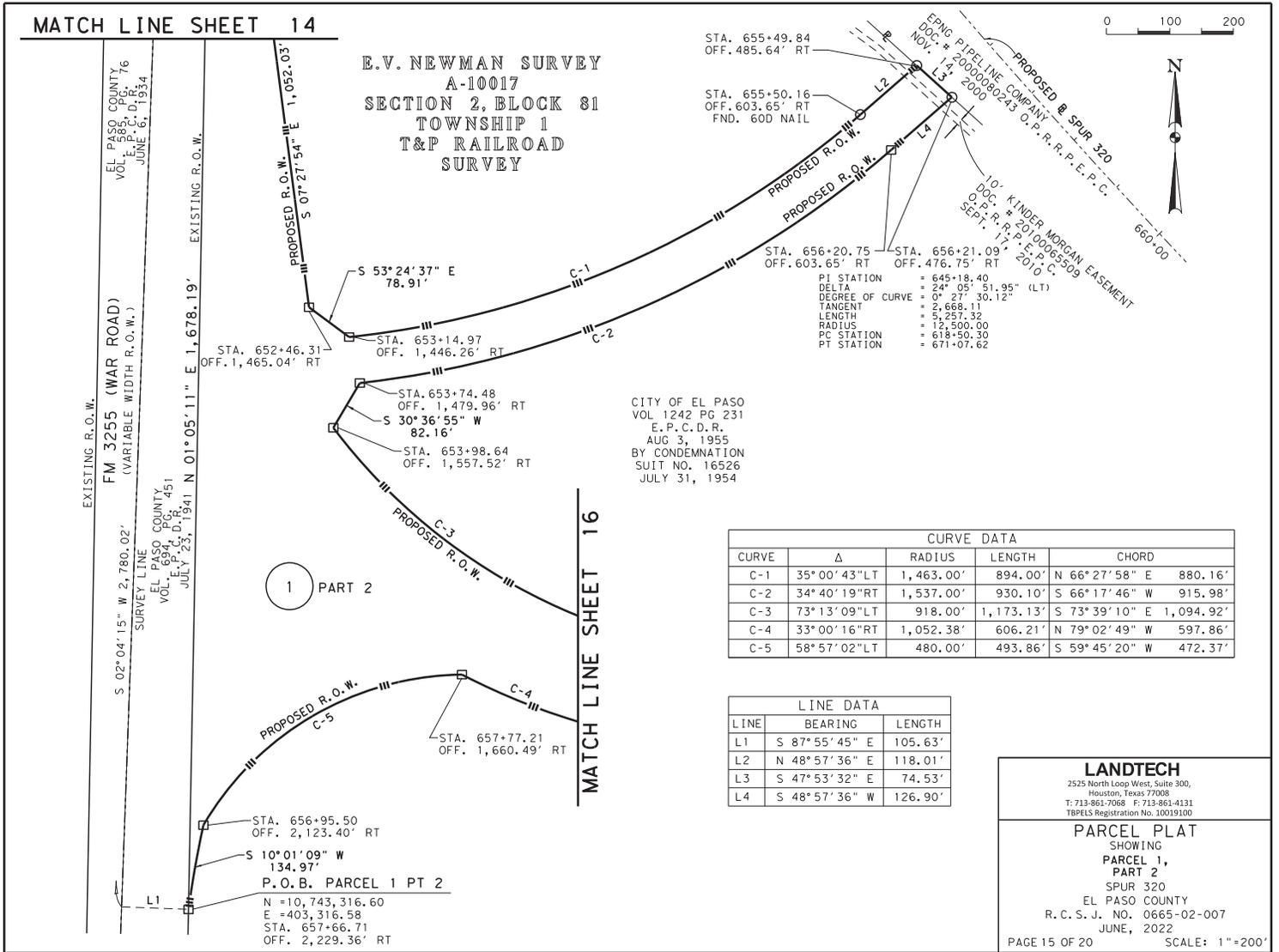


Exhibit A

E.V. NEWMAN SURVEY
A-10017
SECTION 2, BLOCK 81
TOWNSHIP 1
T&P RAILROAD
SURVEY

CITY OF EL PASO
VOL 1242 PG 231
E. P. C. D. R.
AUG 3, 1955
BY CONDEMNATION
SUIT NO. 16526
JULY 31, 1954

PI STATION = 645+18.40
DELTA = 24° 05' 51.95" (LT)
DEGREE OF CURVE = 0° 21' 30.12"
TANGENT = 2,668.11
LENGTH = 5,257.32
RADIUS = 12,500.00
PC STATION = 618+50.30
PT STATION = 671+07.62

10' KINDER MORGAN EASEMENT
DOC. # 20100065509
O.P.R.R.P.E.P.C.
SEPT. 17, 2010

EPNG PIPELINE COMPANY
DOC. # 20000080243
NOV. 14, 2000
O.P.R.R.P.E.P.C.
S 47° 53' 32" E 493.26'

EL PASO ELECTRIC
COMPANY R.O.W.
VOL. 1226 PG. 0532
O.P.R.R.P.E.P.C.
DEC. 17, 1981

STA. 670+04.50
OFF. 388.66' RT

STA. 670+10.54
OFF. 396.00' RT

STA. 669+17.77
OFF. 483.24' RT

STA. 663+83.38
OFF. 657.57' RT

STA. 665+26.47
OFF. 401.09' RT

STA. 662+45.96
OFF. 984.66' RT

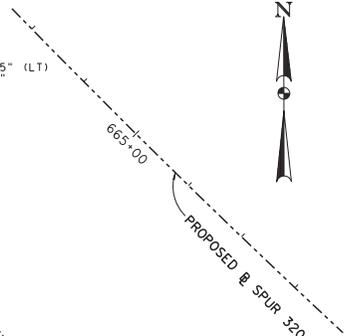
1 PART 2

STA. 662+08.82
OFF. 1,307.86' RT

STA. 665+75.05
OFF. 860.14' RT

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'

0 100 200



MATCH LINE SHEET 15

C-3
PROPOSED R.O.W.

PROPOSED R.O.W.

C-4

C-4

S 86° 54' 02" W 598.99'

S 87° 25' 00" W 521.95'

S 47° 53' 32" E 493.26'

LANDTECH

2525 North Loop West, Suite 300,
Houston, Texas 77008
T: 713-861-7088 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 16 OF 20

SCALE: 1"=200'

Exhibit A

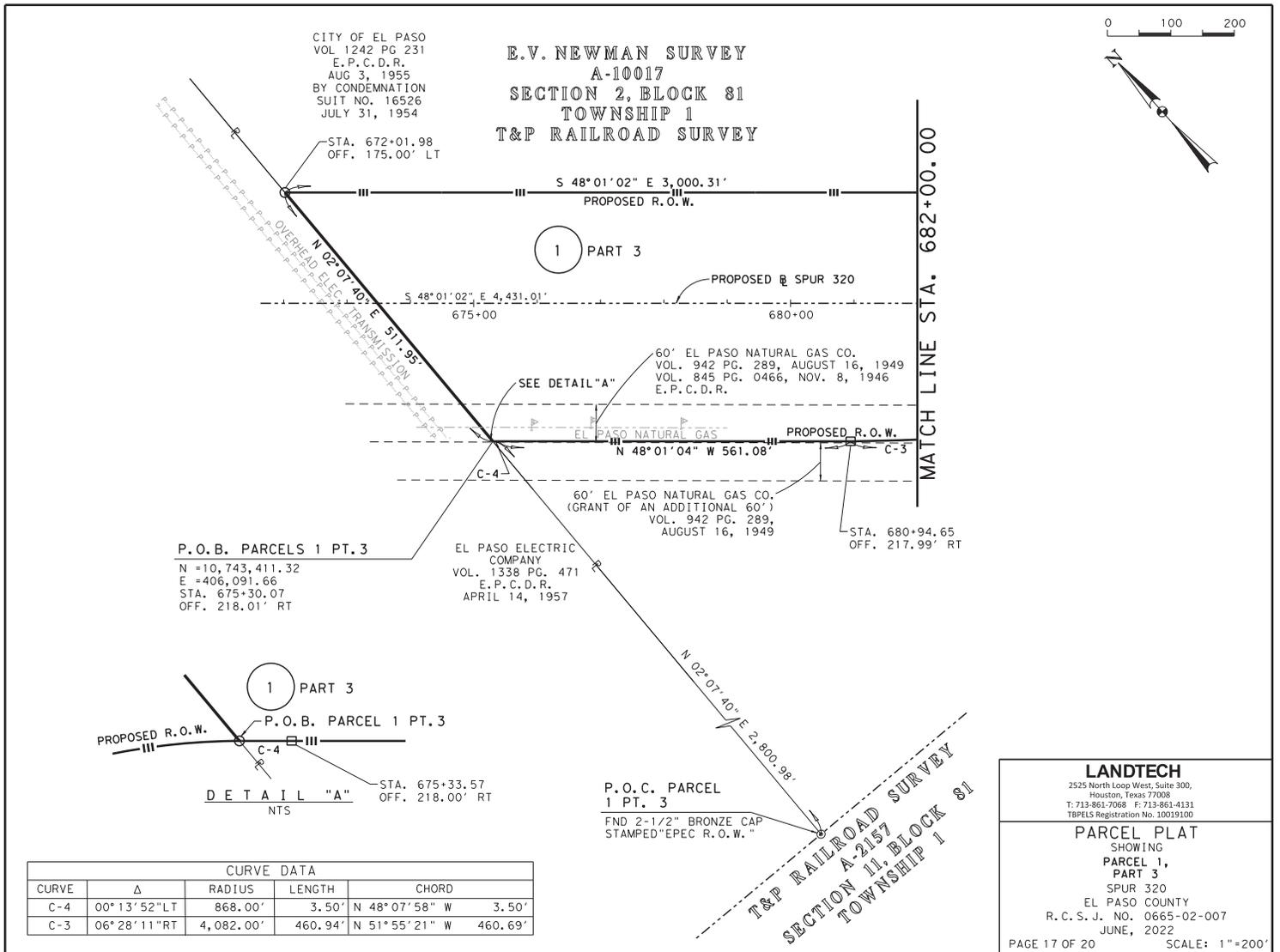


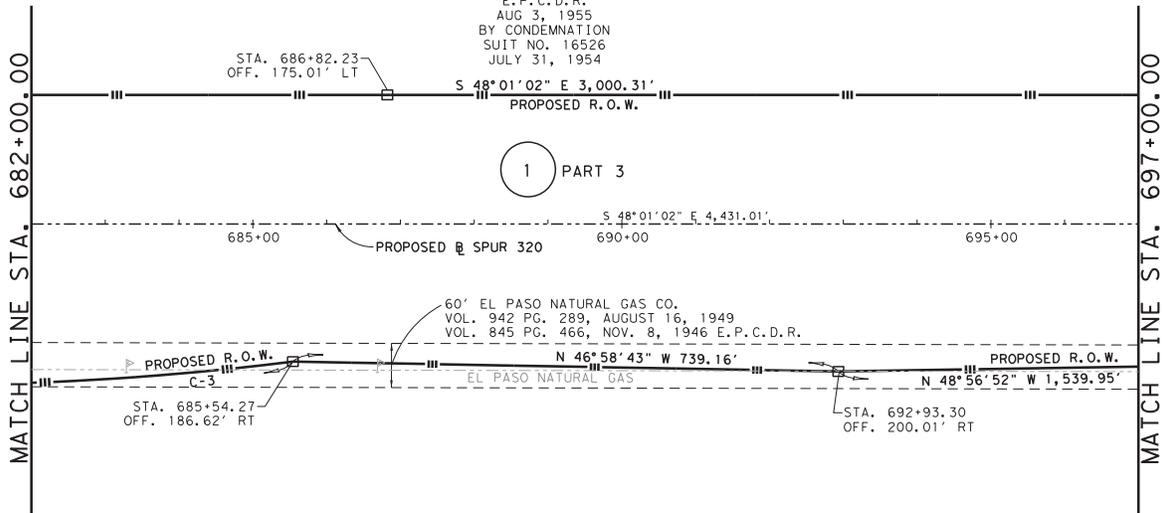
Exhibit A

E.V. NEWMAN SURVEY
A-10017
SECTION 2, BLOCK 81
TOWNSHIP 1
T&P RAILROAD SURVEY

0 100 200



CITY OF EL PASO
VOL 1242 PG 231
E.P.C.D.R.
AUG 3, 1955
BY CONDEMNATION
SUIT NO. 16526
JULY 31, 1954



1 PART 3

60' EL PASO NATURAL GAS CO.
VOL. 942 PG. 289, AUGUST 16, 1949
VOL. 845 PG. 466, NOV. 8, 1946 E.P.C.D.R.

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'

LANDTECH

2525 North Loop West, Suite 300,
Houston, Texas 77008
T: 713-861-7088 F: 713-861-4131
TBPELS Registration No. 10019100

PARCEL PLAT
SHOWING
PARCEL 1,
PART 3

SPUR 320
EL PASO COUNTY
R. C. S. J. NO. 0665-02-007
JUNE, 2022

Exhibit A

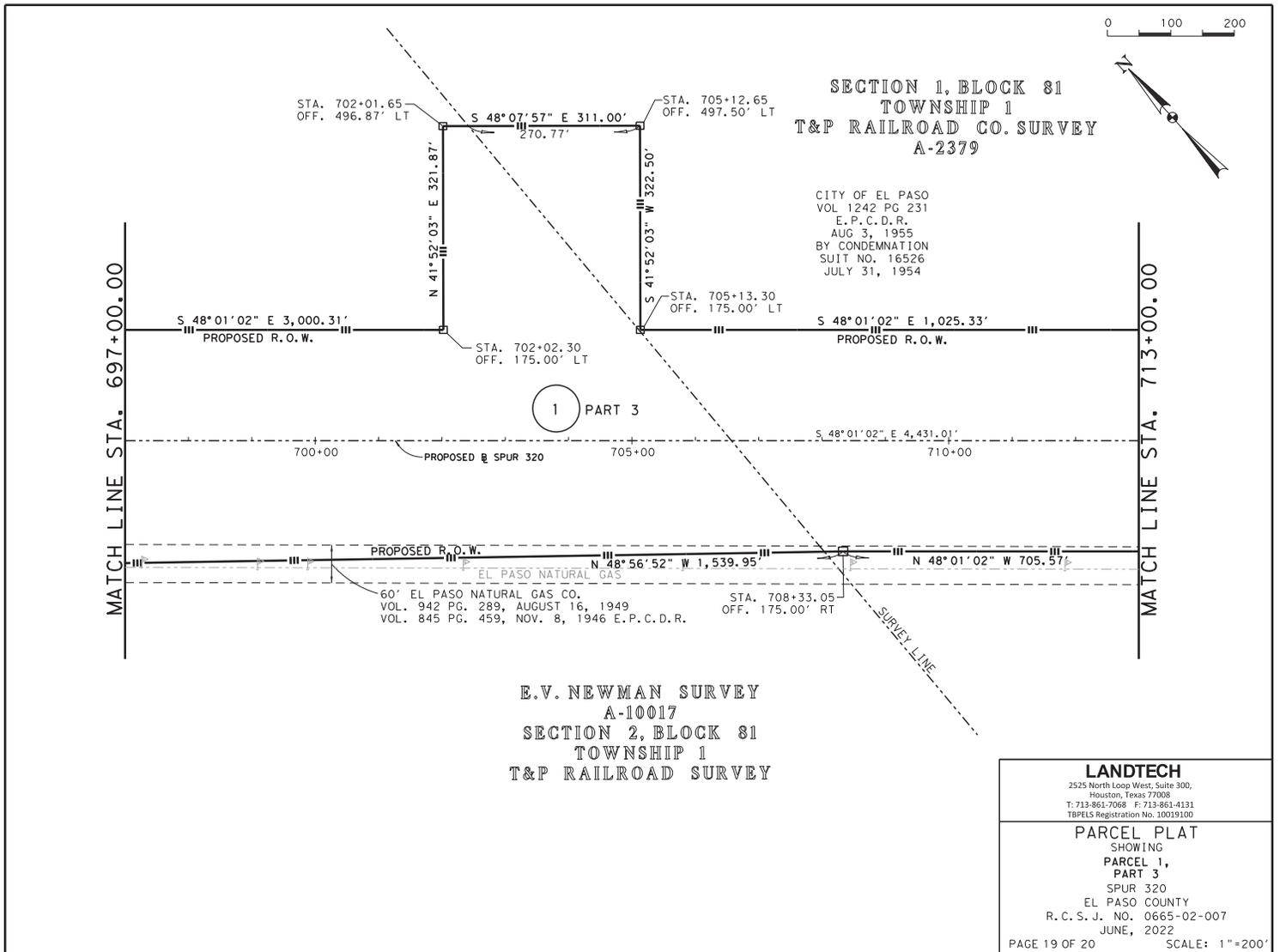


Exhibit A

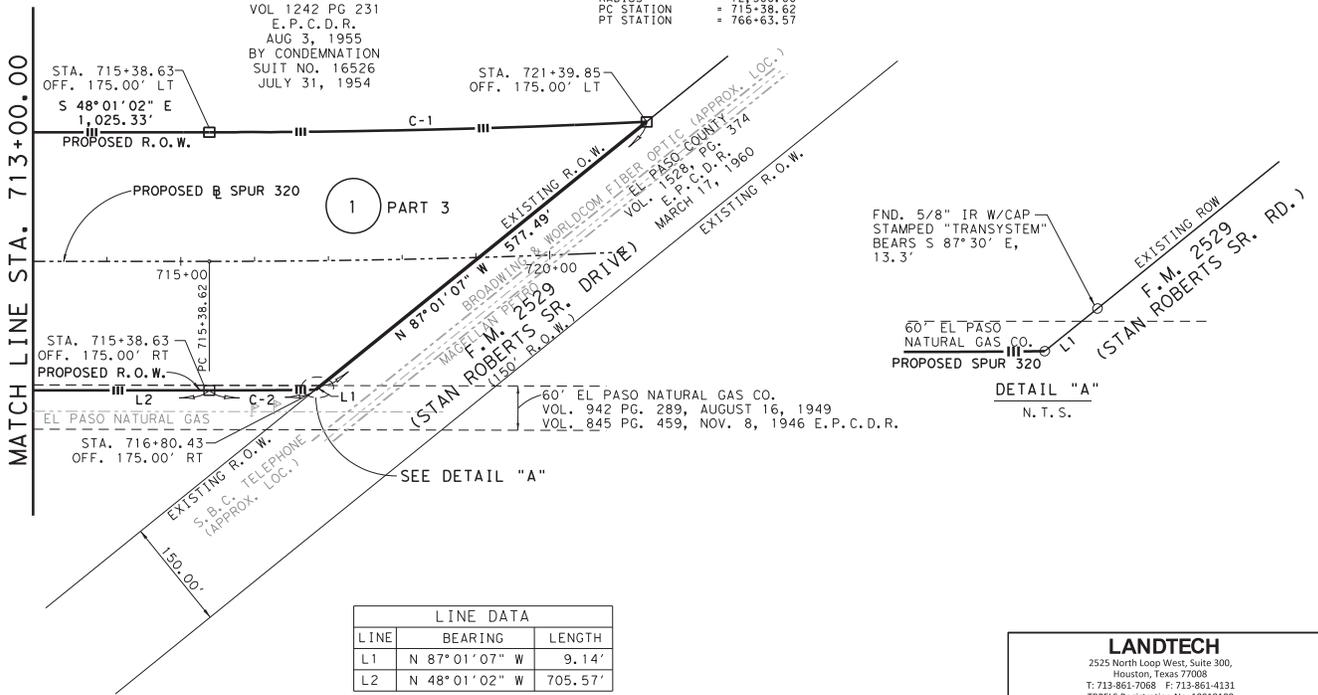
SECTION 1, BLOCK 81
TOWNSHIP 1
T&P RAILROAD CO. SURVEY
A-2379

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

CITY OF EL PASO
VOL 1242 PG 231
E.P.C.D.R.
AUG 3, 1955
BY CONDEMNATION
SUIT NO. 16526
JULY 31, 1954



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'

LANDTECH
2525 North Loop West, Suite 300,
Houston, Texas 77008
T: 713-861-7088 F: 713-861-4131
TBPELS Registration No. 10019100

PARCEL PLAT
SHOWING
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'

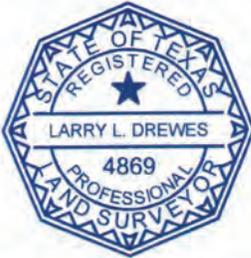
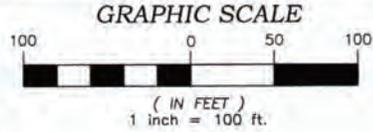
Exhibit A

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.

Exhibit A

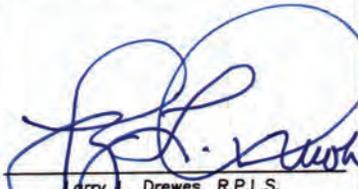
NOTE:

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	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

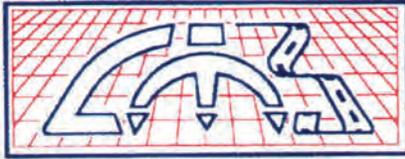
Plat of Survey
EASEMENT F

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;

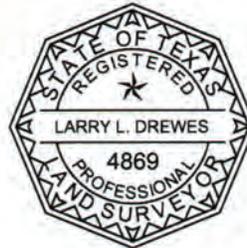
THENCE, South 41°58'58" West, a distance of 350.00 feet to the **POINT OF BEGINNING**;

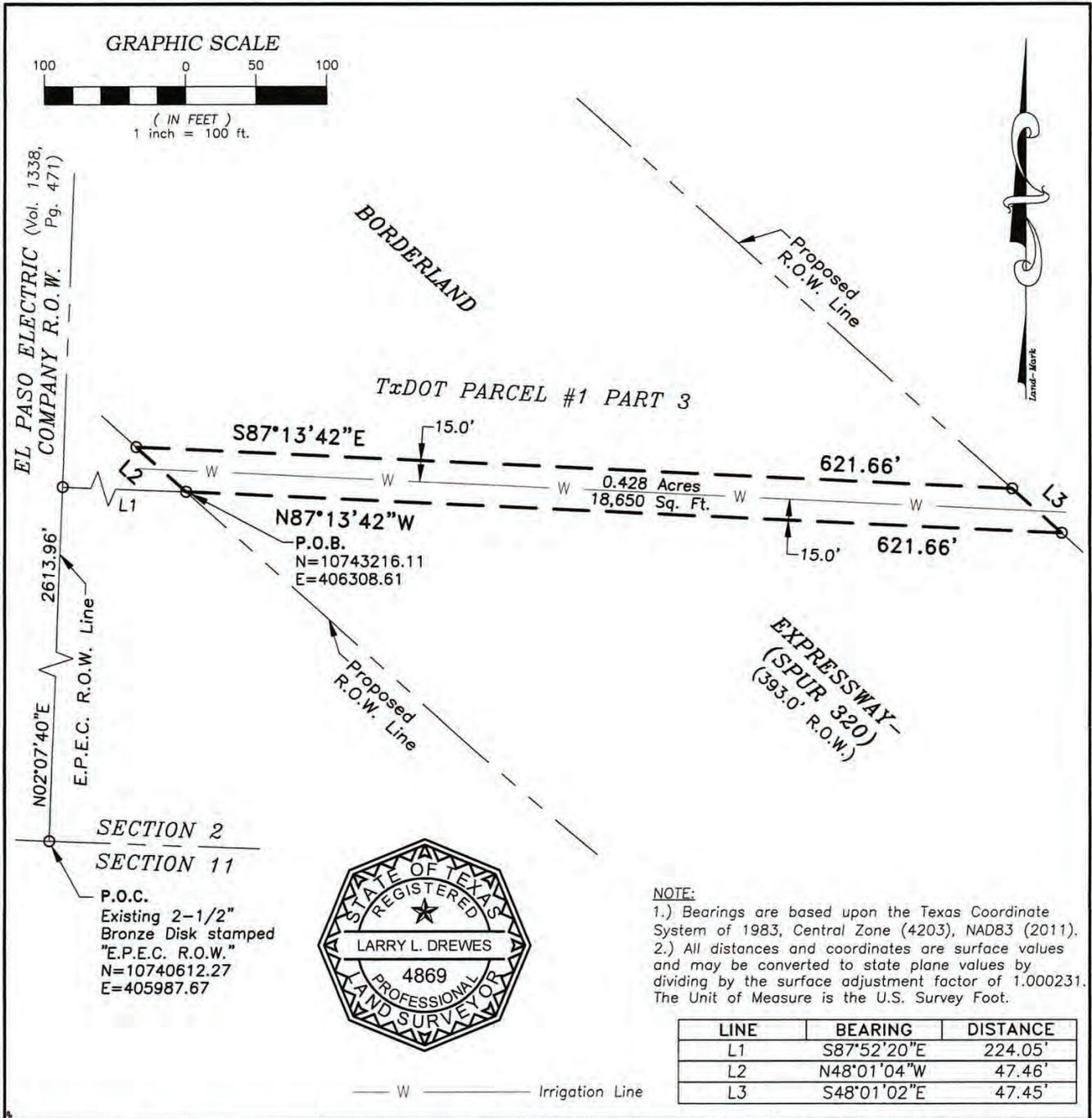
Said parcel contains 0.306 Acres (13,346 Square feet) more or less.

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



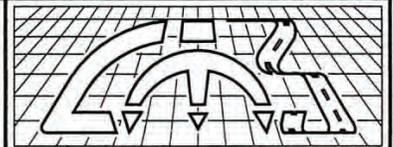


I hereby certify that the foregoing easement survey was made by me or under my supervision.


 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

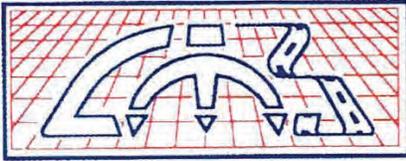


Land-Mark Professional Surveying, Inc.
 1420 Bessemer Drive, Suite 'A'
 El Paso, Texas 79936
 (915) 598-1300
 Texas Licensed Surveying Firm
 Registration Number 10125900
 email: Larry@Land-marksurvey.com
 "Serving Texas, New Mexico and Arizona"

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 $02^{\circ}07'40''$ East, with the easterly E.P.E.C right-of-way line, a distance of 2613.96 feet to a point; **THENCE** South $87^{\circ}52'20''$ 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 $48^{\circ}01'04''$ 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 $87^{\circ}13'42''$ 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 $48^{\circ}01'02''$ East, with said proposed northeasterly right-of-way line, a distance of 47.45 feet to a point, for a corner of this parcel;

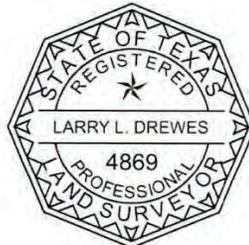
THENCE, North $87^{\circ}13'42''$ West, a distance of 621.66 feet to the **POINT OF BEGINNING**;

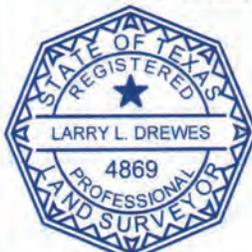
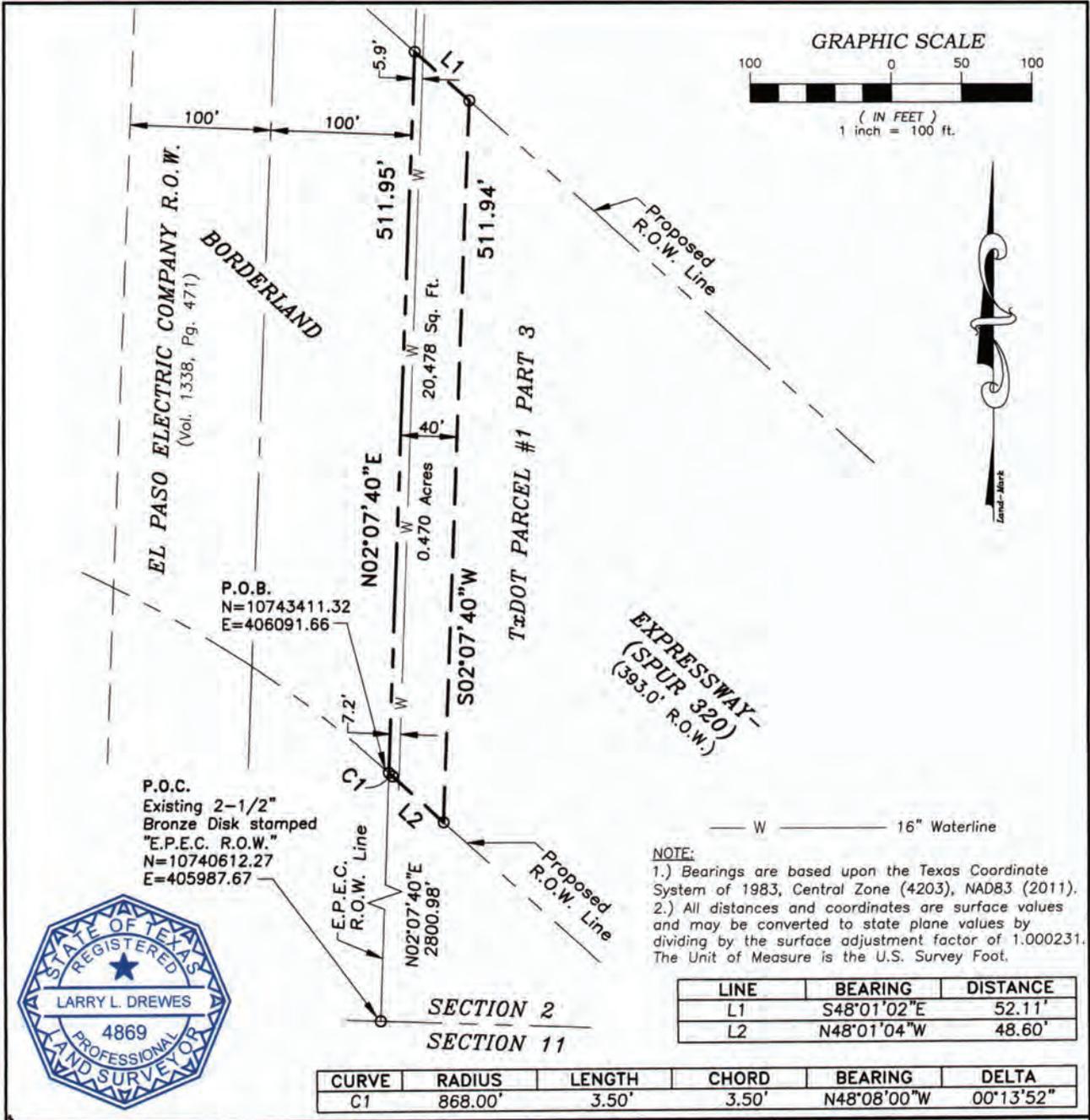
Said parcel contains 0.428 Acres (18,650 Square feet) more or less.

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





I hereby certify that the foregoing easement survey was made by me or under my supervision.

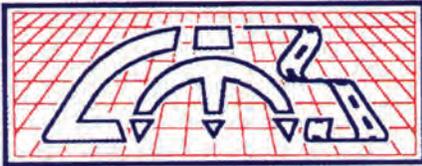
[Signature]

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"



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;

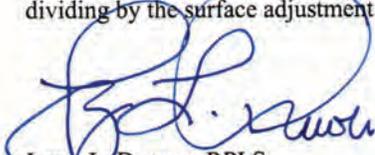
THENCE, North 48°01'04" West, with said proposed southwesterly right-of-way line, a distance of 48.60 feet to a point, for a corner of this parcel;

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



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 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;

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.



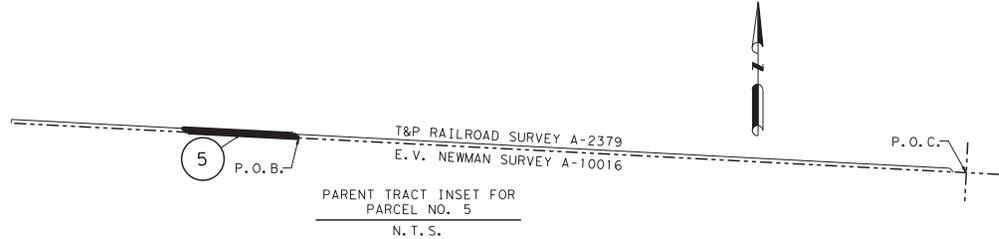
A handwritten signature in black ink, appearing to read "Scott M. Fertak", followed by the date "14 July 2022" written in a similar style.

Scott M. Fertak
Registered Professional Land Surveyor
No. 5257

Exhibit A

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 — R —
- PROPERTY LINE — P —
- DENIAL OF ACCESS LINE — D —
- SURVEY LINE — S —
- 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)



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.

[Signature] 14 July 2022

SCOTT M. FERTAK
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5257



AREA TABLE (ACRES)			
EXISTING AC.	TAKING AC./S.F.	REMAINDER AC.	
		LEFT	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

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'

0 100 200



SECTION 1, BLOCK 81
TOWNSHIP 1
T&P RAILROAD CO. SURVEY
A-2379

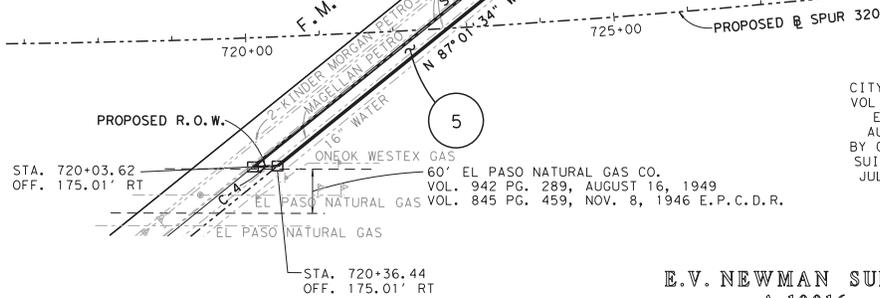
STA. 724+89.64
OFF. 175.00' LT

PI STATION = 741+37.61
DELTA = 23° 29' 27.62" (LT)
DEGREE OF CURVE = 0° 27' 30.12"
TANGENT = 2,598.96
LENGTH = 5,124.94
RADIUS = 12,500.00
PC STATION = 715+38.62
PT STATION = 766+63.57

P.O.B. PARCEL 5
N = 10,740,400.65
E = 410,082.25
STA. 725+25.13
OFF. 175.00' LT
PROPOSED R.O.W.

P.O.C. PARCEL 5
FND. RR SPIKE

F.M. 2529 (MCOMBS ROAD)
SURVEY LINE



CITY OF EL PASO
VOL. 1242 PG. 231
E.P.C.D.R.
AUG. 3, 1955
BY CONDEMNATION
SUIT NO. 16526
JULY 31, 1954

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 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 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 $57^{\circ}56'02''$ 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 $32^{\circ}42'11''$ 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 $62^{\circ}32'20''$ 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 $81^{\circ}47'17''$ 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 $76^{\circ}20'19''$ 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 $02^{\circ}04'27''$ 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 $78^{\circ}52'14''$ 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;

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.

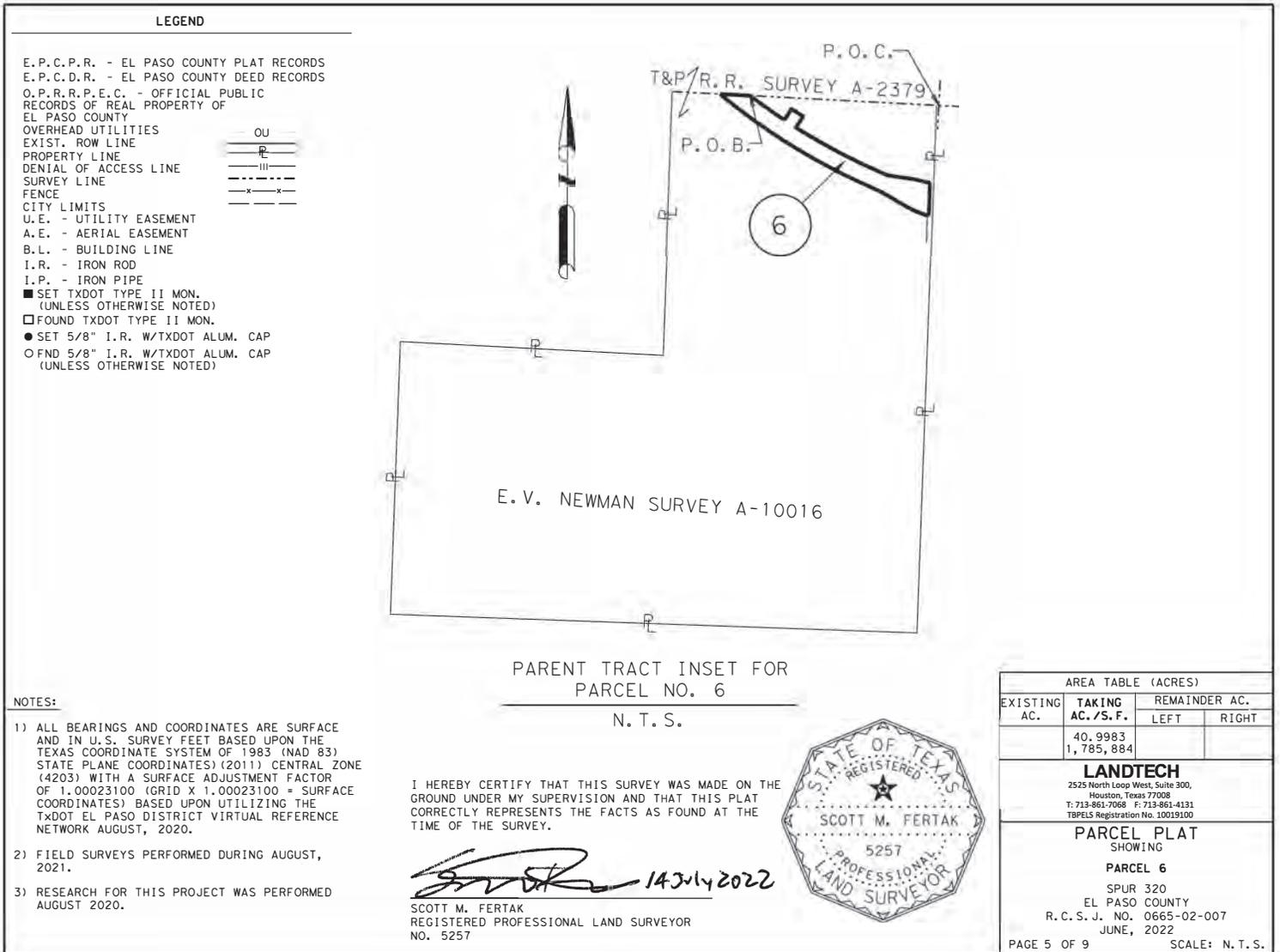
I, Scott M. Fertak, a Registered Professional Land Surveyor, do hereby certify that this property description is a true and correct representation of a survey made on the ground, under my direction and supervision.



 14 July 2022

Scott M. Fertak
Registered Professional Land Surveyor
No. 5257

Exhibit A



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 R
- PROPERTY LINE P
- DENIAL OF ACCESS LINE -II-
- SURVEY LINE -x-x-
- FENCE - - - -
- 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.

Scott M. Fertak 14 July 2022

SCOTT M. FERTAK
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5257



AREA TABLE (ACRES)			
EXISTING AC.	TAKING AC./S.F.	REMAINDER AC.	
		LEFT	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.

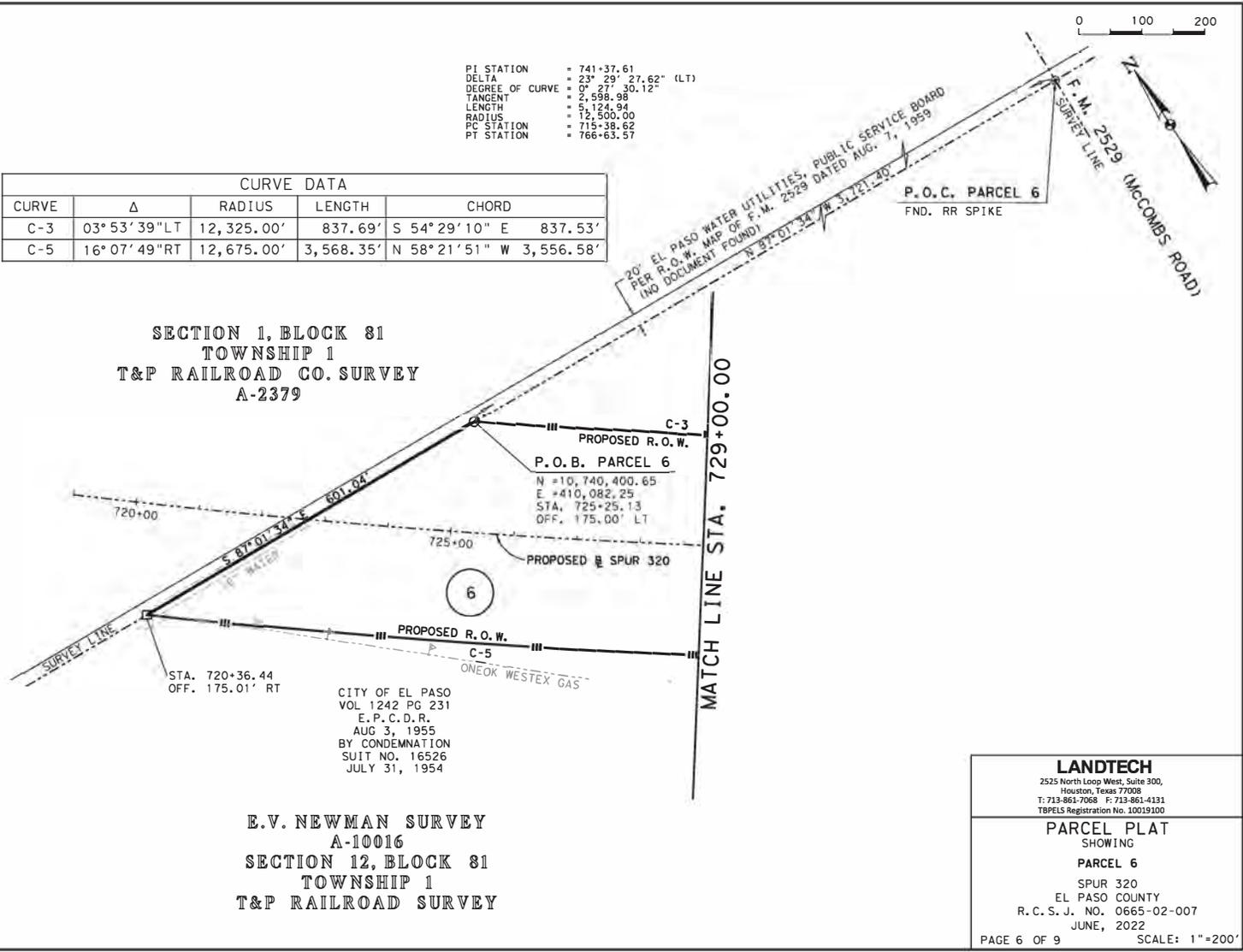
Exhibit A

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'



SECTION 1, BLOCK 81
 TOWNSHIP 1
 T&P RAILROAD CO. SURVEY
 A-2379



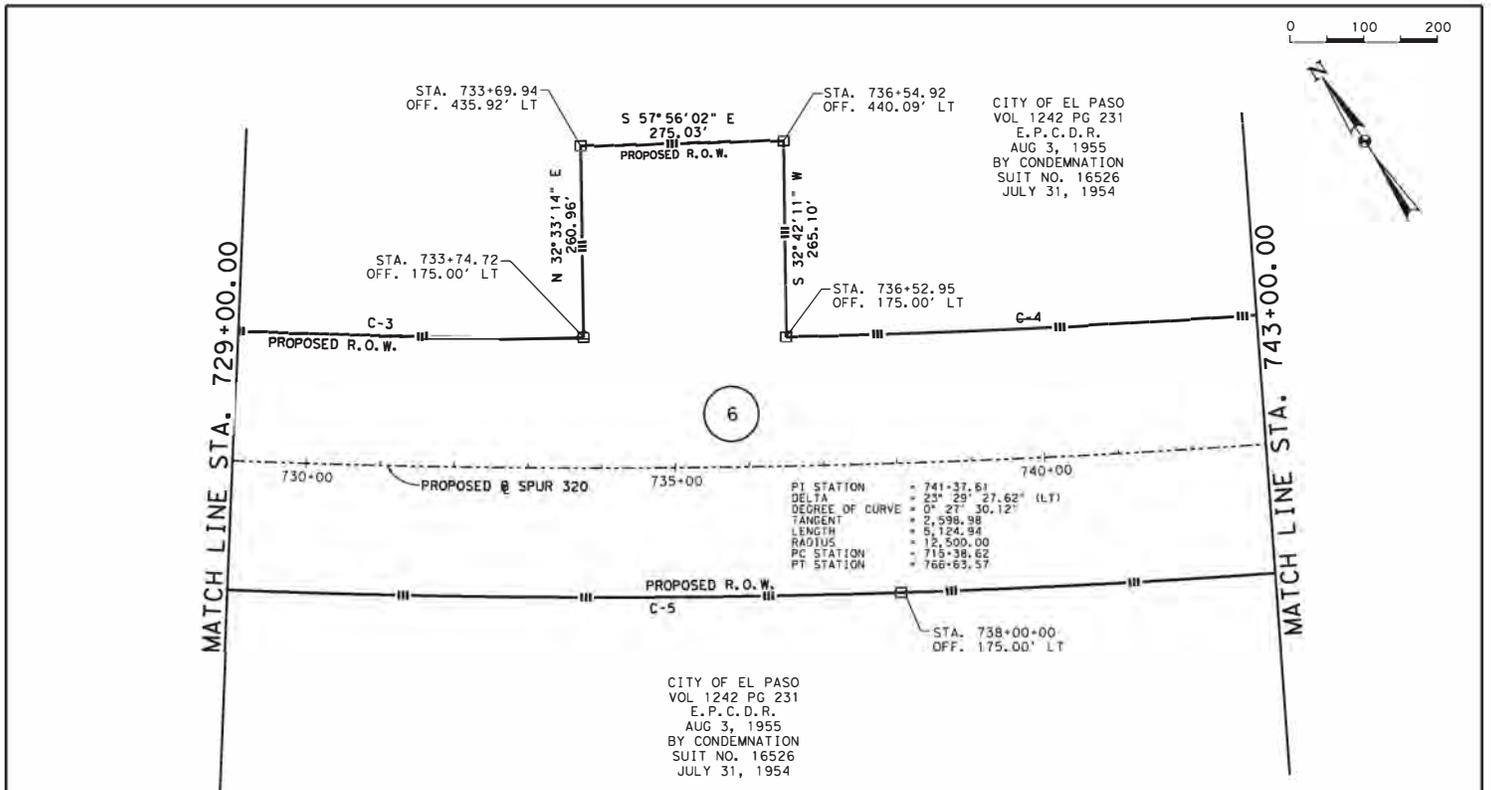
E.V. NEWMAN SURVEY
 A-10016
 SECTION 12, BLOCK 81
 TOWNSHIP 1
 T&P RAILROAD SURVEY

LANDTECH
 2525 North Loop West, Suite 300,
 Houston, Texas 77008
 T: 713-861-7069 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'

LANDTECH
 2525 North Loop West, Suite 300,
 Houston, Texas 77008
 T: 713-861-7069 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

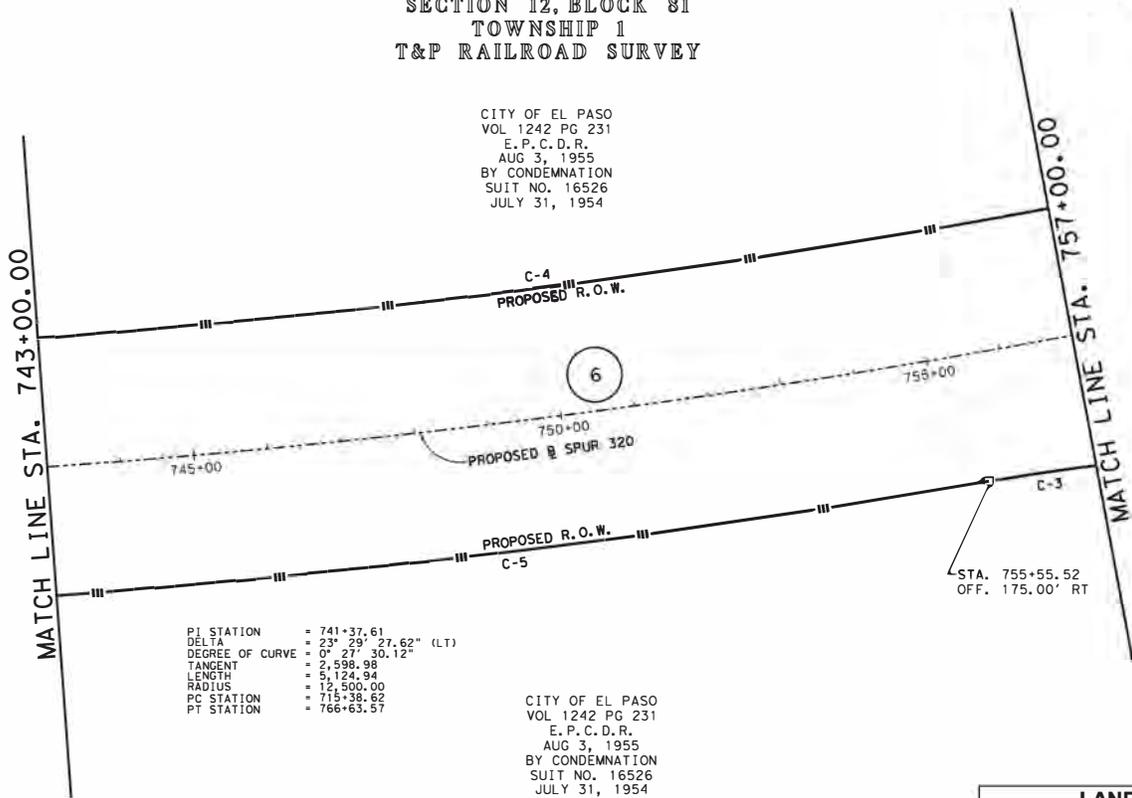
PAGE 7 OF 9 SCALE: 1"=200'

Exhibit A

E.V. NEWMAN SURVEY
A-10016
SECTION 12, BLOCK 81
TOWNSHIP 1
T&P RAILROAD SURVEY

CITY OF EL PASO
VOL 1242 PG 231
E. P. C. D. R.
AUG 3, 1955
BY CONDEMNATION
SUIT NO. 16526
JULY 31, 1954

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

CITY OF EL PASO
VOL 1242 PG 231
E. P. C. D. R.
AUG 3, 1955
BY CONDEMNATION
SUIT NO. 16526
JULY 31, 1954

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'

LANDTECH

2525 North Loop West, Suite 300,
Houston, Texas 77008
T: 713-861-7069 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

Exhibit A

E.V. NEWMAN SURVEY
A-10016
SECTION 12, BLOCK 81
TOWNSHIP 1
T&P RAILROAD SURVEY

CITY OF EL PASO
VOL 1242 PG 231
E.P.C.D.R.
AUG 3, 1955
BY CONDEMNATION
SUIT NO. 16526
JULY 31, 1954

SECTION 7, BLOCK 80
TOWNSHIP 1
T&P RAILROAD SURVEY
A-2405

0 100 200



LINE DATA		
LINE	BEARING	LENGTH
L1	N 78°52'14" W	90.08'
L2	N 08°08'37" E	8.08'

P1 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 = 768+63.57

S 71°30'29" E
3,906.70'

CITY OF EL PASO
VOL 1242 PG 231
E.P.C.D.R.
AUG 3, 1955
BY CONDEMNATION
SUIT NO. 16526
JULY 31, 1954

STA. 767+04.63
OFF. 308.66' RT

STA. 767+93.97
OFF. 297.12' RT

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'

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

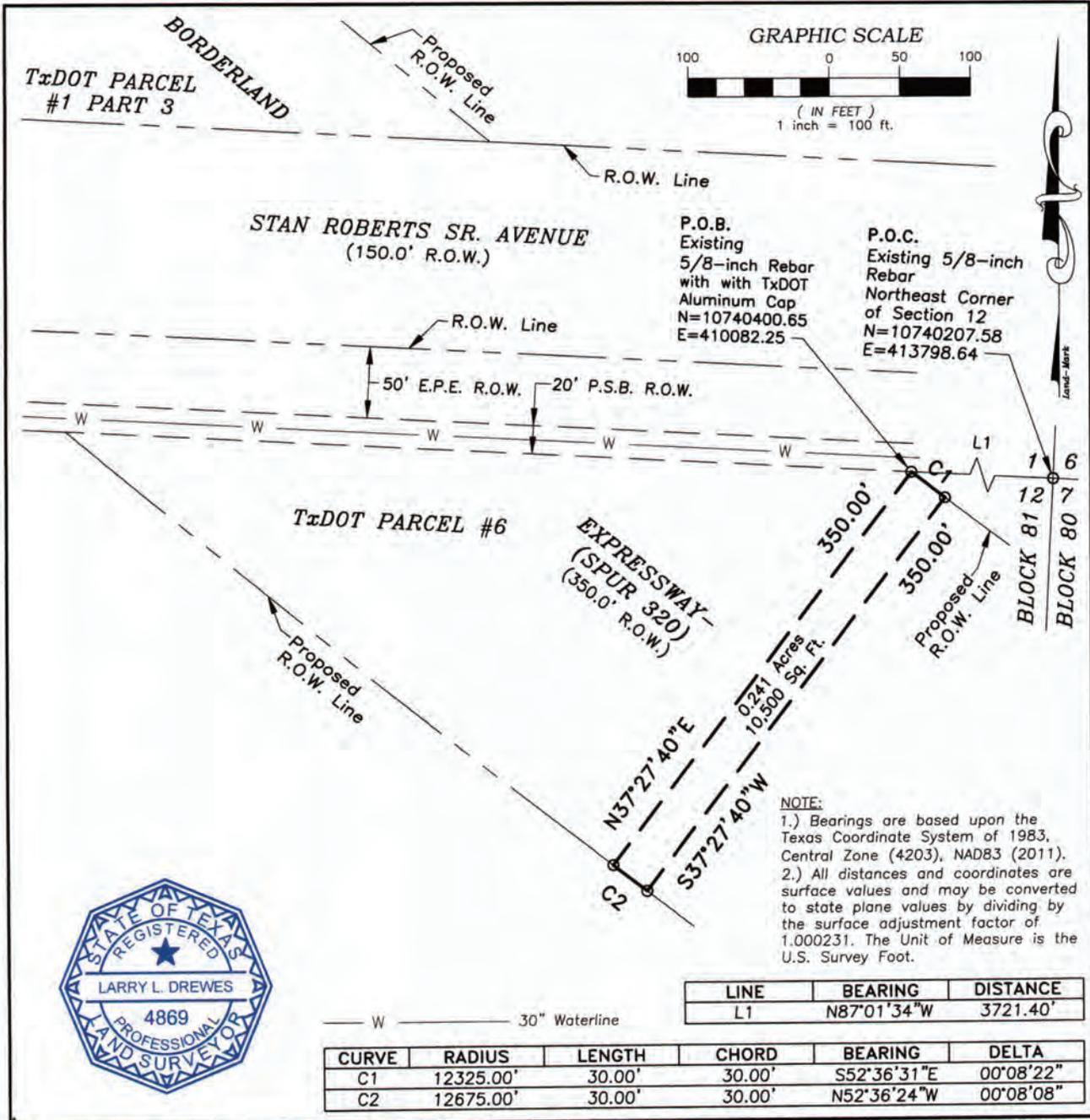
PARCEL 6

SPUR 320
EL PASO COUNTY
R. C. S. J. NO. 0665-02-007
JUNE, 2022

Exhibit A

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



I hereby certify that the foregoing easement survey was made by me or under my supervision.

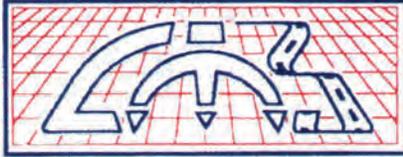
[Signature]
 Larry L. Drewes, R.P.L.S.
 Texas 4869 N.M. 11402

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;

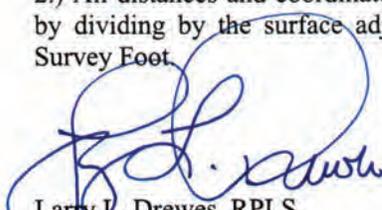
THENCE, northwesterly with the arc of a curve to the right and with said proposed southwesterly right-of-way line, a distance of 30.00 feet to a point, for a corner of this parcel; Said curve having a radius of 12675.00 feet, a central angle of 00°08'08", and a chord which bears North 52°36'24" West, a distance of 30.00 feet;

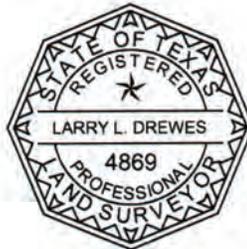
THENCE, North 37°27'40" East, a distance of 350.00 feet to the **POINT OF BEGINNING**;

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



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;

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;

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.



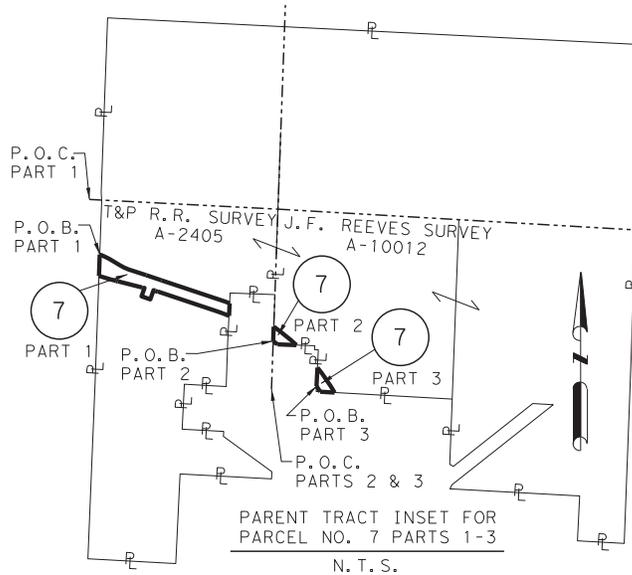
A handwritten signature in black ink, appearing to read "Scott M. Fertak", followed by the date "14 July 2022" written in a similar cursive style.

Scott M. Fertak
Registered Professional Land Surveyor
No. 5257

Exhibit A

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 — R —
- PROPERTY LINE — P —
- DENIAL OF ACCESS LINE — II —
- SURVEY LINE — S —
- FENCE — x — x —
- CITY LIMITS — C —
- 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)



PARTS	EXISTING AC.	TAKING AC./S.F.	REMAINDER AC.	
			LEFT	RIGHT
1		38,3118 1,668,862		
2		4,1659 181,465		
3		4,4064 191,945		

PARENT TRACT INSET FOR
PARCEL NO. 7 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.

[Signature] 14 July 2022

SCOTT M. FERTAK
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5257

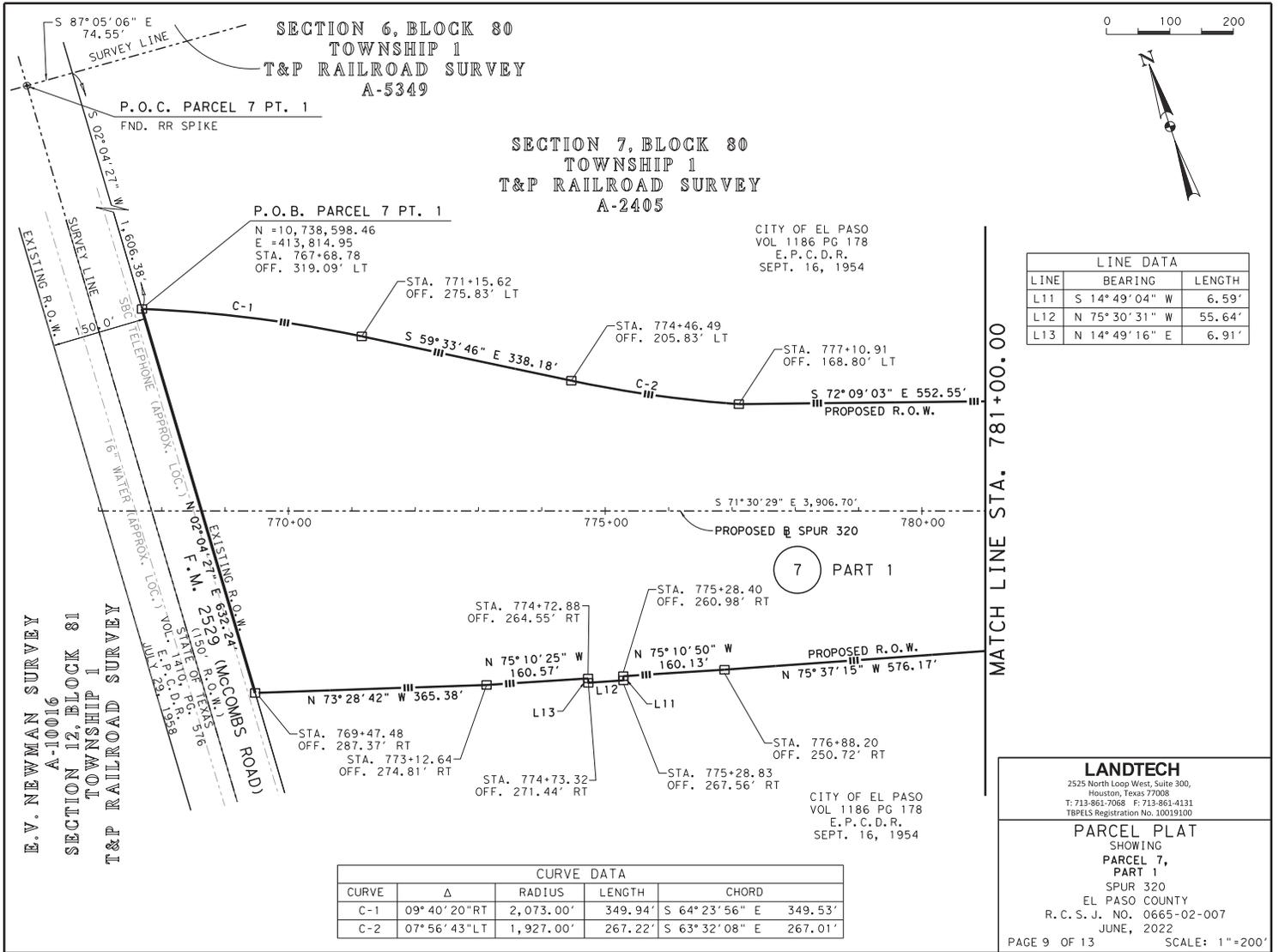


LANDTECH
2525 North Loop West, Suite 300,
Houston, Texas 77008
T: 713-861-7088 F: 713-861-4131
TBPELS Registration No. 10019100

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



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'

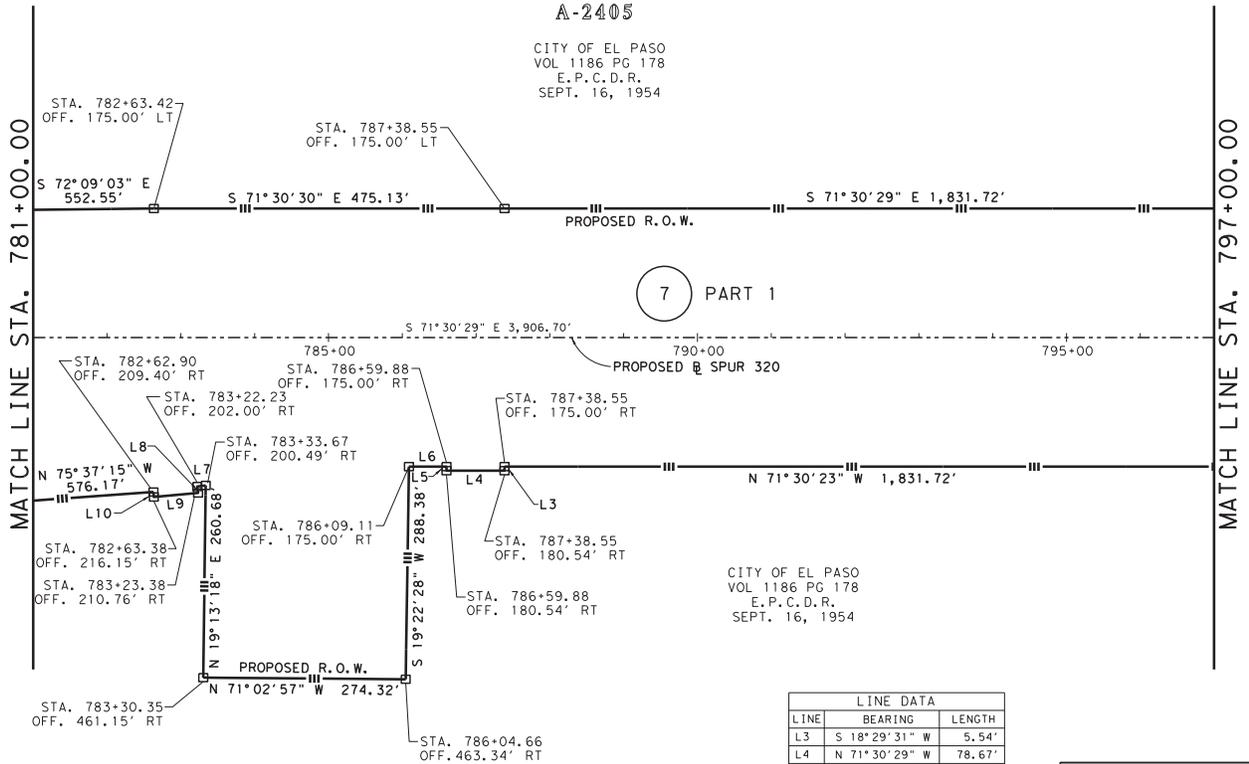
LINE DATA		
LINE	BEARING	LENGTH
L11	S 14° 49' 04" W	6.59'
L12	N 75° 30' 31" W	55.64'
L13	N 14° 49' 16" E	6.91'

Exhibit A

SECTION 7, BLOCK 80
TOWNSHIP 1
T&P RAILROAD SURVEY
A-2405

CITY OF EL PASO
VOL 1186 PG 178
E. P. C. D. R.
SEPT. 16, 1954

0 100 200



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'

CITY OF EL PASO
VOL 1186 PG 178
E. P. C. D. R.
SEPT. 16, 1954

LANDTECH

2525 North Loop West, Suite 300,
Houston, Texas 77008
T: 713-863-7088 F: 713-863-4131
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

Exhibit A

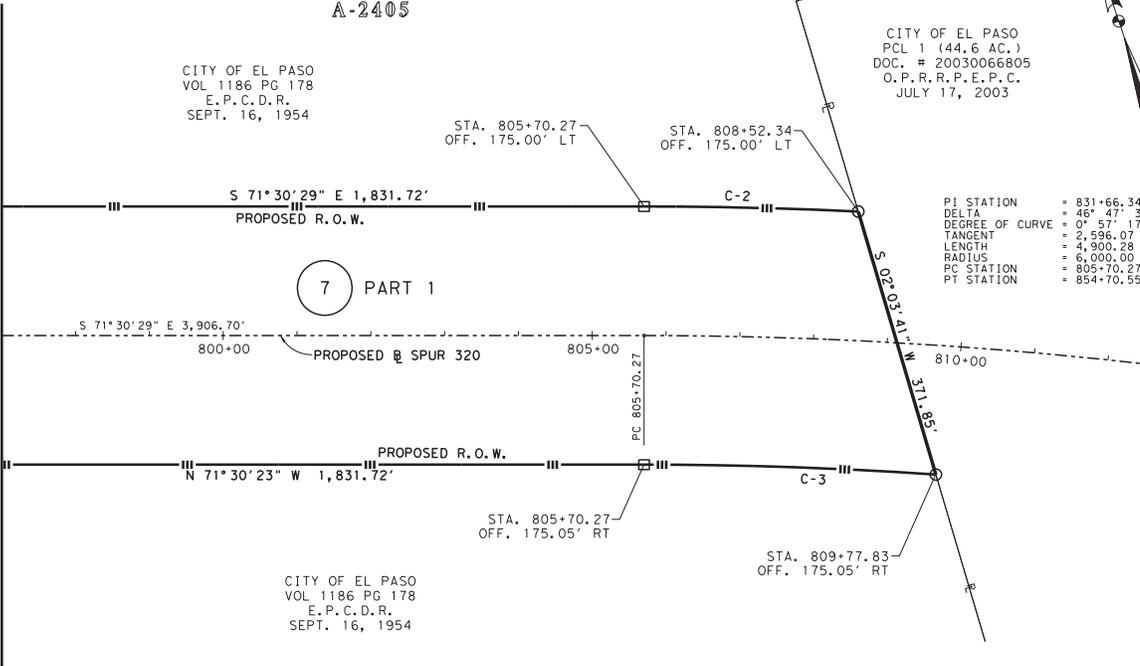
SECTION 7, BLOCK 80
TOWNSHIP 1
T&P RAILROAD SURVEY
A-2405

CITY OF EL PASO
VOL 1186 PG 178
E.P.C.D.R.
SEPT. 16, 1954

CITY OF EL PASO
PCL 1 (44.6 AC.)
DOC. # 20030066805
O.P.R.P.E.P.C.
JULY 17, 2003

PI STATION = 831+66.34
DELTA = 46° 47' 39.26" (RT)
DEGREE OF CURVE = 0° 57' 17.75"
TANGENT = 2,596.07
LENGTH = 4,900.28
RADIUS = 6,000.00
PC STATION = 805+70.27
PT STATION = 854+70.55

MATCH LINE STA. 797+00.00



CITY OF EL PASO
VOL 1186 PG 178
E.P.C.D.R.
SEPT. 16, 1954

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'

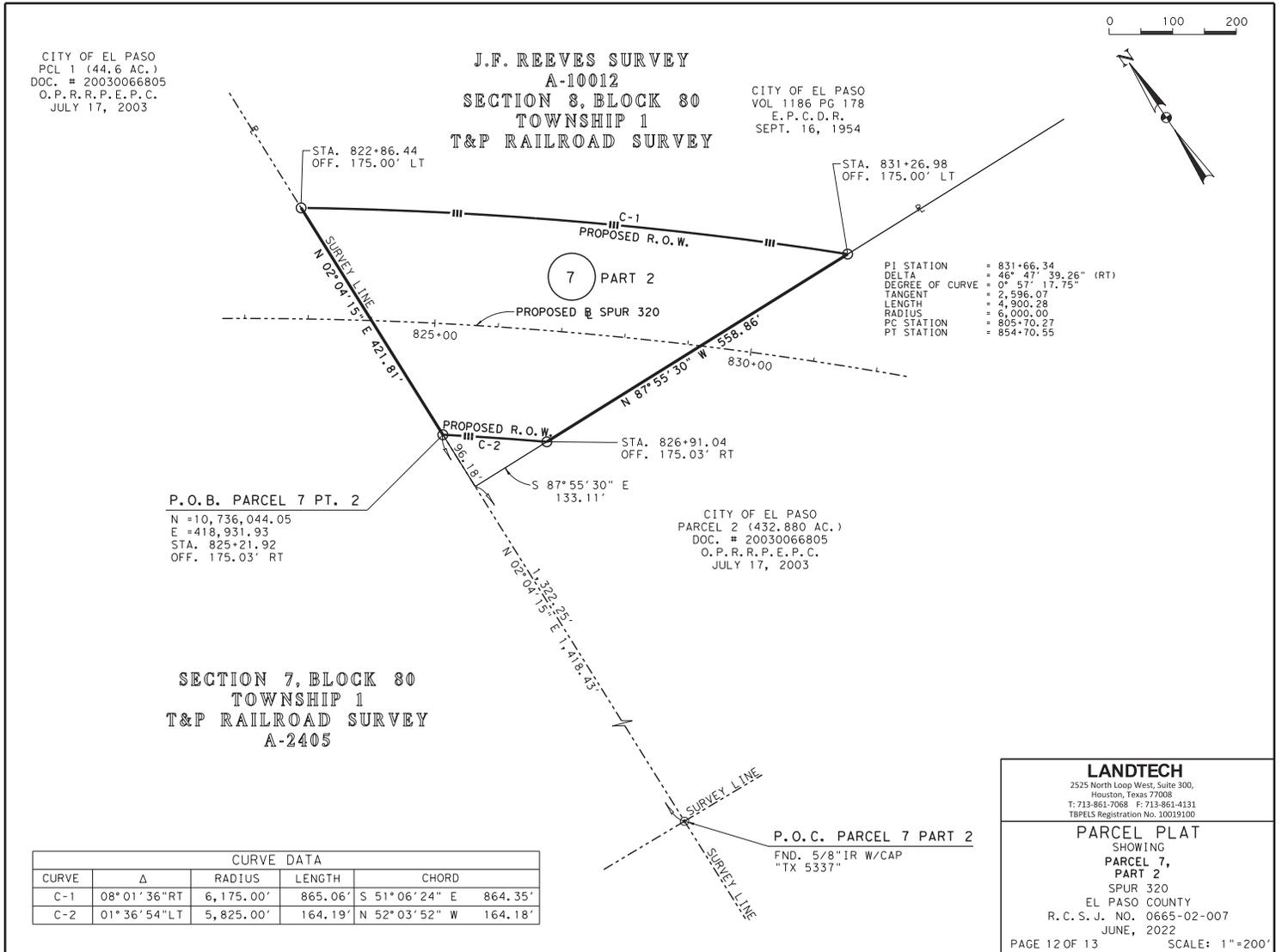
LANDTECH

2525 North Loop West, Suite 300,
Houston, Texas 77008
T: 713-861-7088 F: 713-861-4131
TBPELS Registration No. 10019100

PARCEL PLAT
SHOWING
PARCEL 7,
PART 1

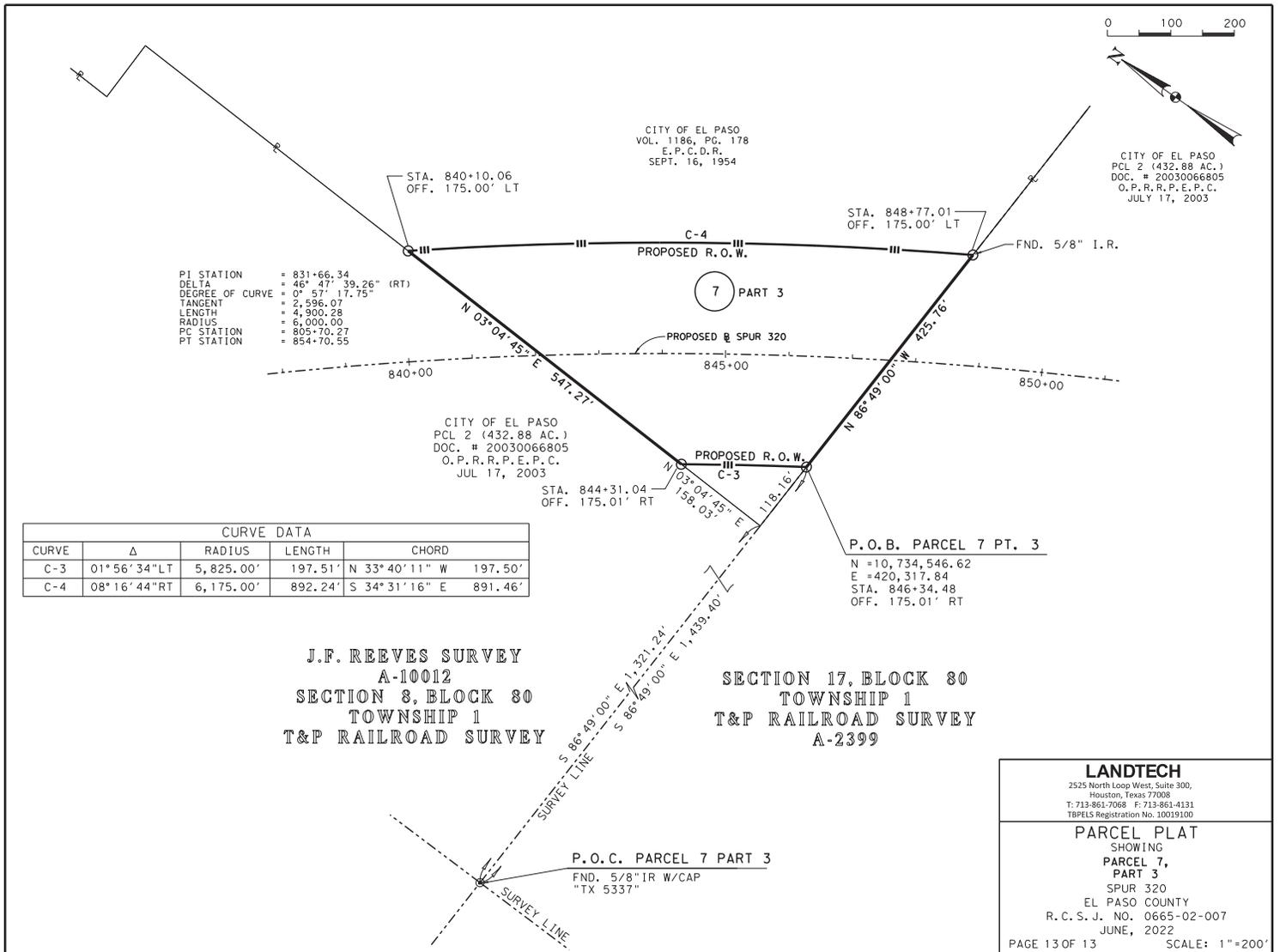
SPUR 320
EL PASO COUNTY
R. C. S. J. NO. 0665-02-007
JUNE, 2022

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'

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: 713-865-7088 F: 713-861-4131
TBPELS Registration No. 10019100

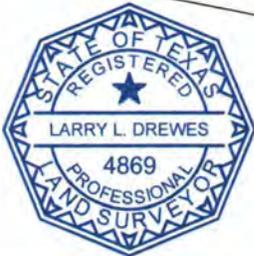
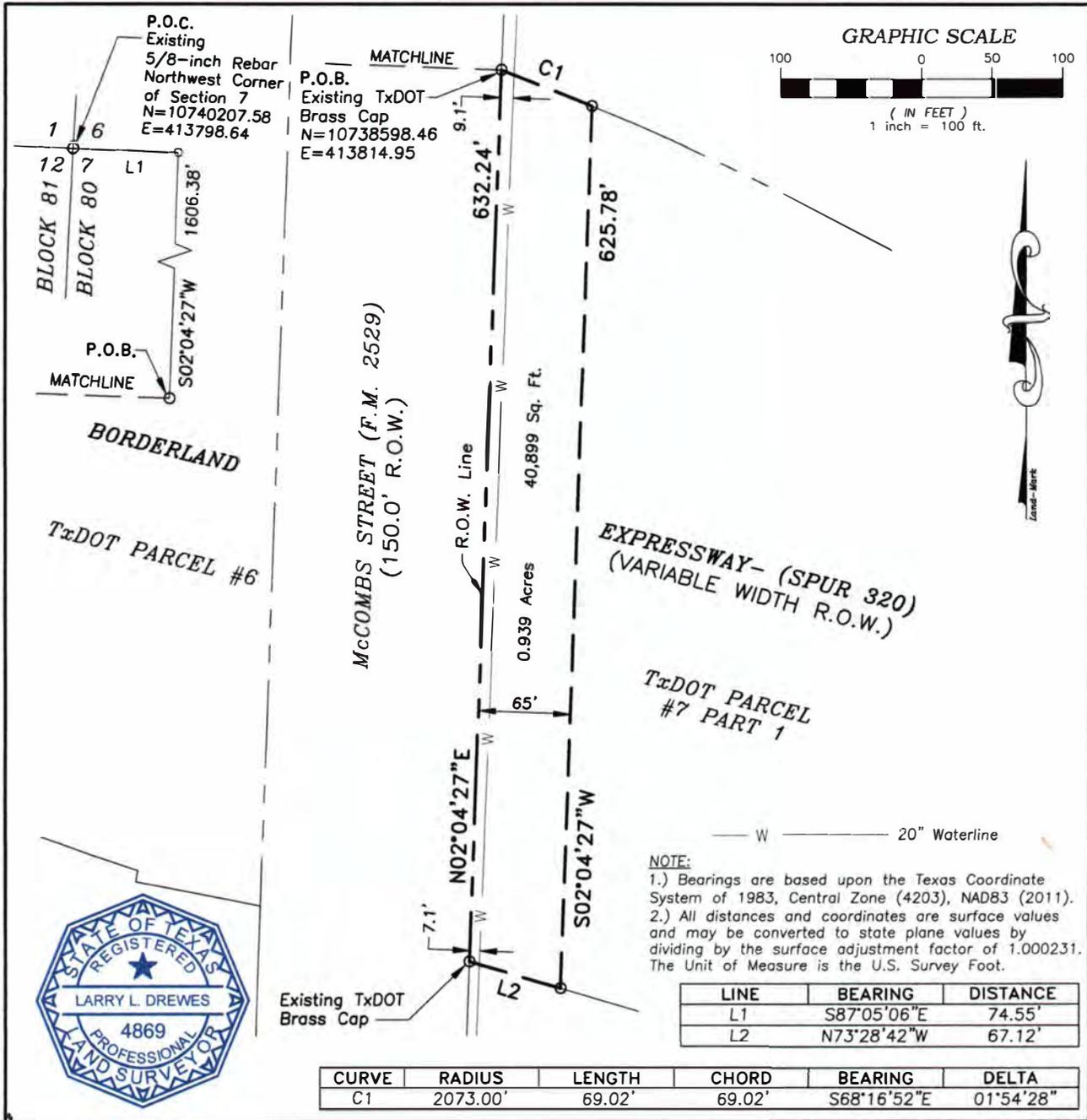
PARCEL PLAT
SHOWING
PARCEL 7,
PART 3
SPUR 320
EL PASO COUNTY
R. C. S. J. NO. 0665-02-007
JUNE, 2022

PAGE 13 OF 13 SCALE: 1"=200'

Exhibit A

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

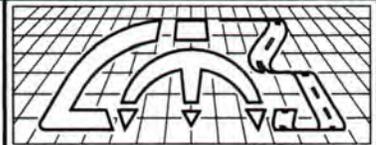


I hereby certify that the foregoing easement survey was made by me or under my supervision.

[Signature]
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

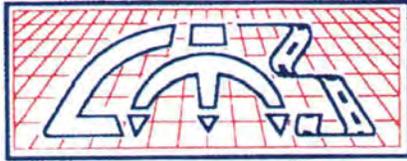


Land-Mark Professional Surveying, Inc.
1420 Bessemer Drive, Suite 'A'
El Paso, Texas 79936
(915) 598-1300
Texas Licensed Surveying Firm
Registration Number 10125900
email: Larry@Land-marksurvey.com
"Serving Texas, New Mexico and Arizona"

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 Foot

Larry L. Drewes, RPLS
Texas License No. 4869
Job Number 33619-D
December 12, 2024



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.;

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.

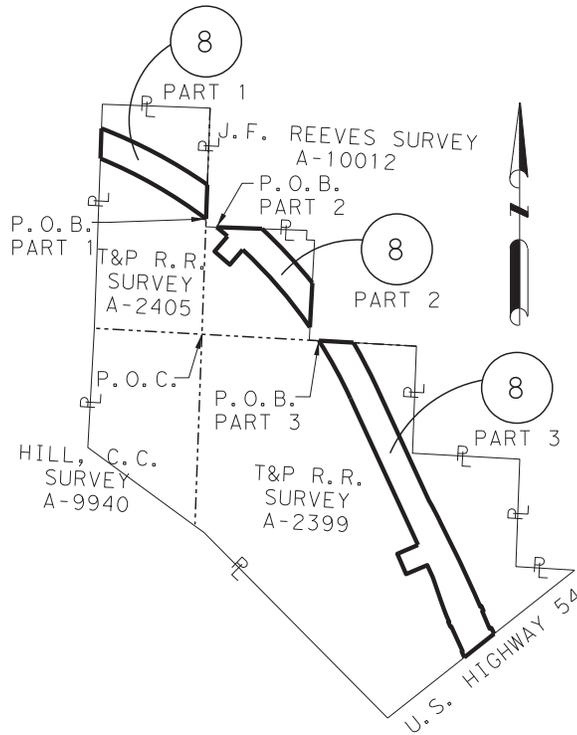


[Handwritten Signature] 14 July 2022
 Scott M. Fertak
 Registered Professional Land Surveyor
 No. 5257

Exhibit A

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 ————
- 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)



PARTS	EXISTING AC.	TAKING AC./S.F.	REMAINDER AC.	
			LEFT	RIGHT
1		11,9497 520,531		
2		11,7898 513,564		
3		36,9348 1,608,879		

PARENT TRACT INSET FOR
PARCEL NO. 8 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.

Scott M. Fertak 14 July 2022

SCOTT M. FERTAK
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5257



LANDTECH
2525 North Loop West, Suite 300,
Houston, Texas 77008
T: 713-861-7088 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

CITY OF EL PASO
 PCL 1 (44.6 AC.)
 DOC. # 20030066805
 O.P.R.R.P.E.P.C.
 JULY 17, 2003

0 100 200



STA. 808+52.34
 OFF. 175.00' LT

STA. 809+77.83
 OFF. 175.05' RT

CITY OF EL PASO
 VOL 1186 PG 178
 E.P.C.D.R.
 SEPT. 16, 1954

STAND PIPES C-4 PROPOSED R.O.W.

PROPOSED SPUR 320

8 PART 1

PROPOSED R.O.W.

PI STATION = 831+66.34
 DELTA = 46° 47' 39.26" (RT)
 DEGREE OF CURVE = 0° 57' 17.75"
 TANGENT = 2,596.07
 LENGTH = 4,900.28
 RADIUS = 6,000.00
 PC STATION = 805+70.27
 PT STATION = 854+70.55

SECTION 7, BLOCK 80
 TOWNSHIP 1
 T&P RAILROAD SURVEY
 A-2405

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
 T: 713-861-7068 F: 713-861-4131
 TBPELS Registration No. 10019100

PARCEL PLAT

SHOWING

PARCEL 8,

PART 1

SPUR 320

EL PASO COUNTY

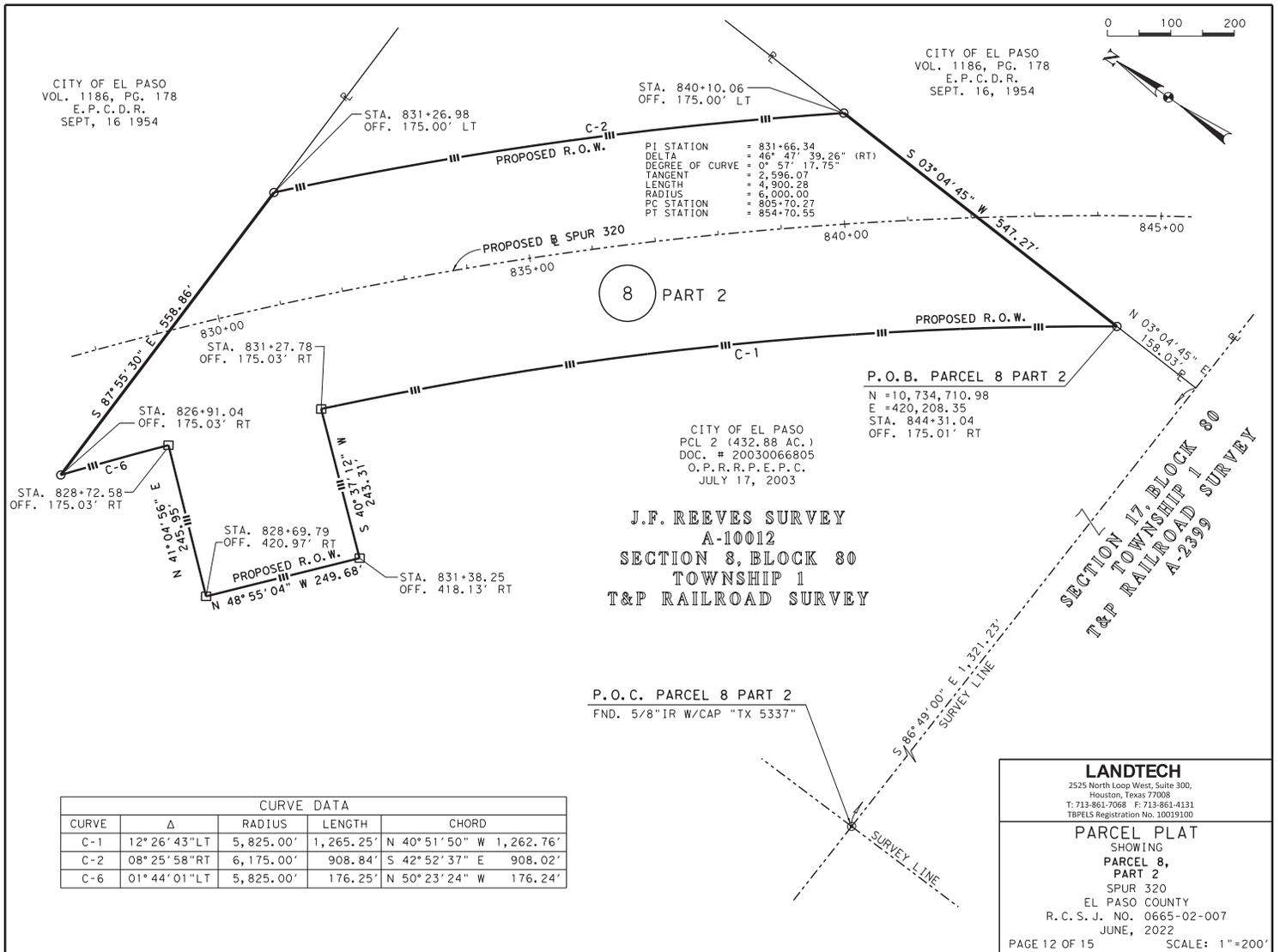
R. C. S. J. NO. 0665-02-007

JUNE, 2022

PAGE 10 OF 15

SCALE: 1"=200'

Exhibit A



CURVE DATA				
CURVE	Δ	RADIUS	LENGTH	CHORD
C-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'

LANDTECH
2525 North Loop West, Suite 300,
Houston, Texas 77008
T: 713-861-7088 F: 713-861-4131
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

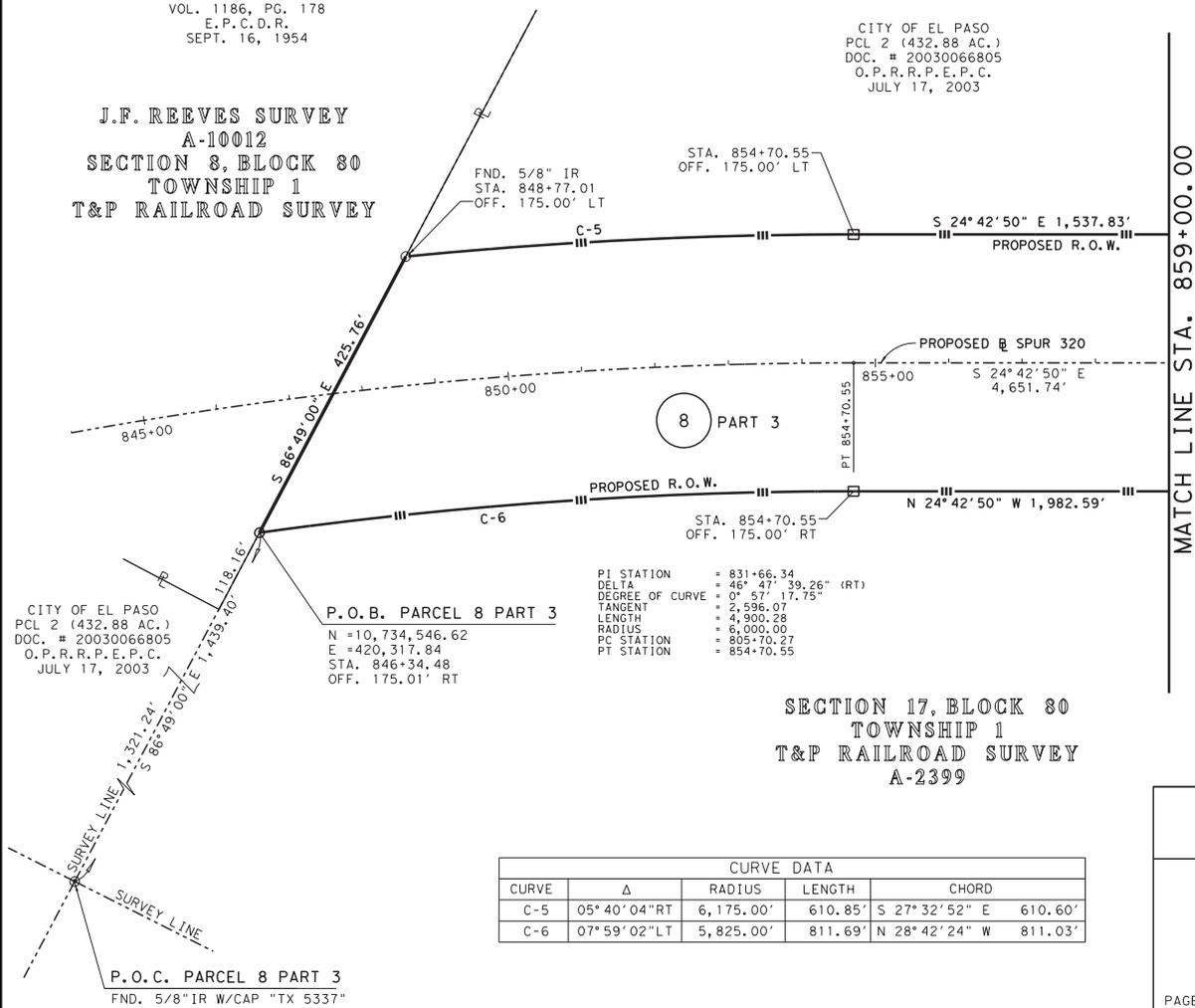
0 100 200



CITY OF EL PASO
VOL. 1186, PG. 178
E.P.C.D.R.
SEPT. 16, 1954

J.F. REEVES SURVEY
A-10012
SECTION 8, BLOCK 80
TOWNSHIP 1
T&P RAILROAD SURVEY

CITY OF EL PASO
PCL 2 (432.88 AC.)
DOC. # 20030066805
O.P.R.P.E.P.C.
JULY 17, 2003



CITY OF EL PASO
PCL 2 (432.88 AC.)
DOC. # 20030066805
O.P.R.P.E.P.C.
JULY 17, 2003

P.O.B. PARCEL 8 PART 3
N = 10,734,546.62
E = 420,317.84
STA. 846+34.48
OFF. 175.01' RT

PI STATION = 831+66.34
DELTA = 46° 47' 39.26" (RT)
DEGREE OF CURVE = 0° 57' 17.75"
TANGENT = 2,536.07'
LENGTH = 4,300.28'
RADIUS = 6,000.00'
PC STATION = 805+70.27'
PT STATION = 854+70.55'

SECTION 17, BLOCK 80
TOWNSHIP 1
T&P RAILROAD SURVEY
A-2399

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
2525 North Loop West, Suite 300,
Houston, Texas 77008
T: 713-863-7088 F: 713-863-4131
TBPELS Registration No. 10019100

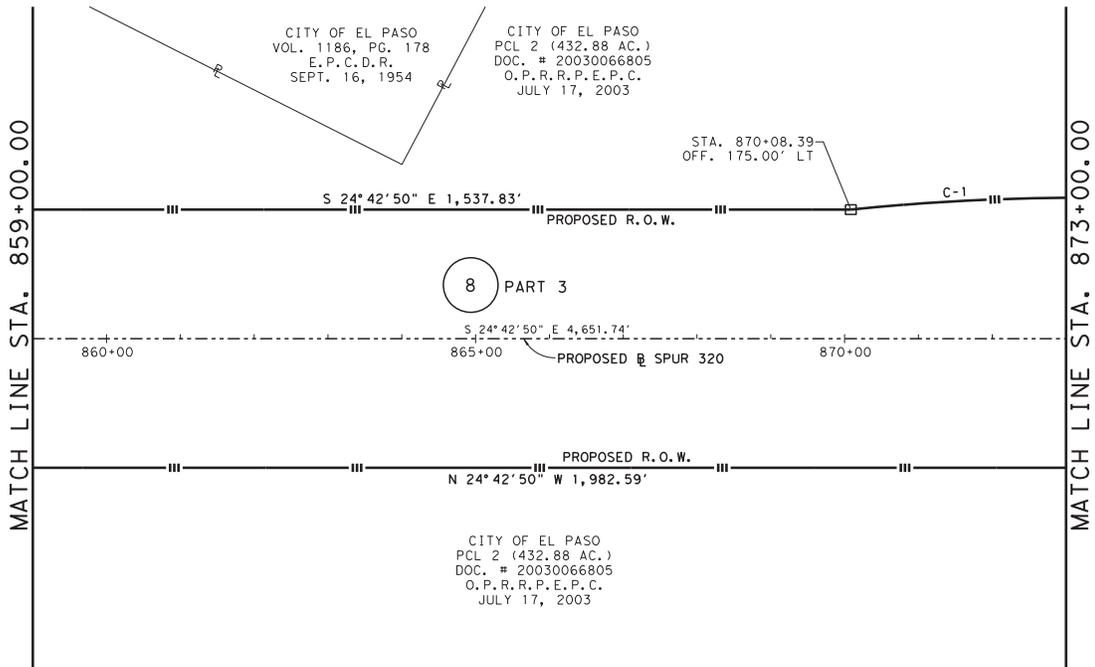
PARCEL PLAT
SHOWING
PARCEL 8,
PART 3
SPUR 320
EL PASO COUNTY
R. C. S. J. NO. 0665-02-007
JUNE, 2022

PAGE 13 OF 15 SCALE: 1"=200'

Exhibit A

SECTION 17, BLOCK 80
TOWNSHIP 1
T&P RAILROAD SURVEY
A-2399

0 100 200



8 PART 3

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

2525 North Loop West, Suite 300,
Houston, Texas 77008
T: 713-861-7088 F: 713-861-4131
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

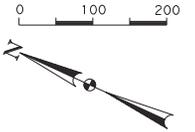
PAGE 14 OF 15

SCALE: 1"=200'

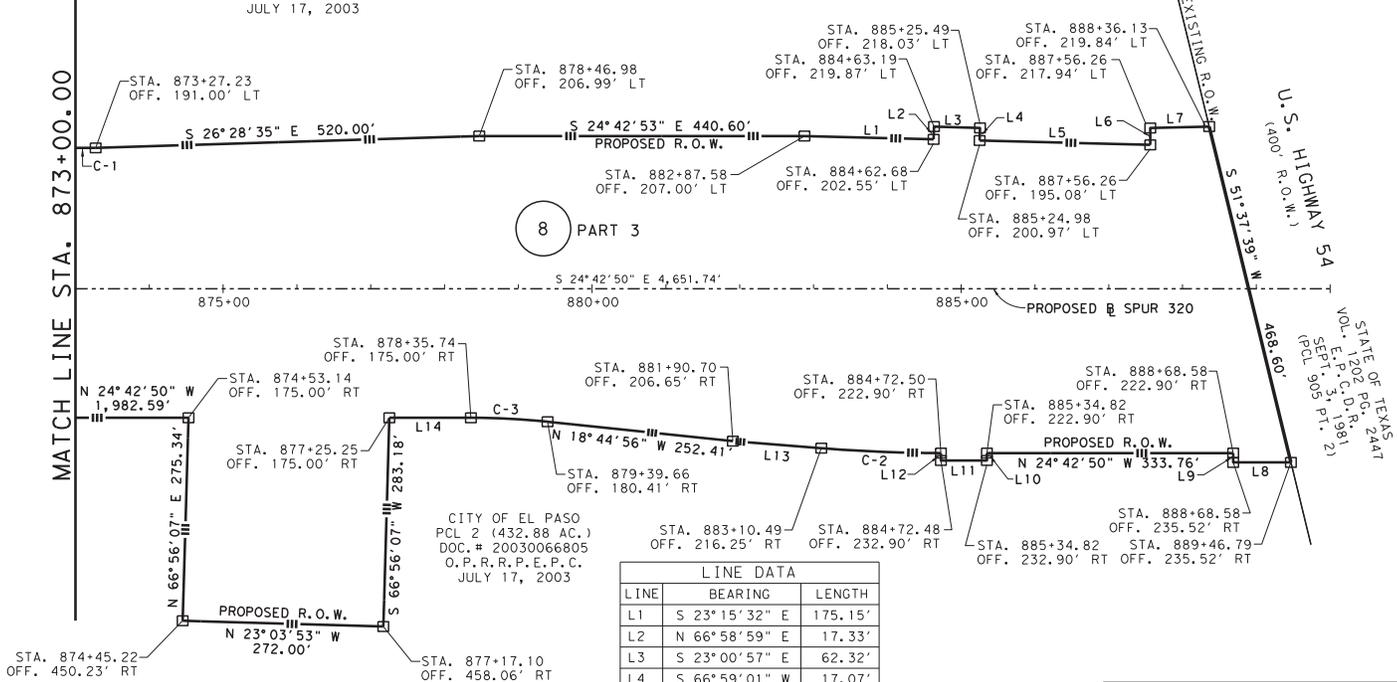
Exhibit A

SECTION 17, BLOCK 80
TOWNSHIP 1
T&P RAILROAD SURVEY
A-2399

CITY OF EL PASO
PCL 2 (432.88 AC.)
DOC. # 20030066805
O.P.R.R.P.E.P.C.
JULY 17, 2003



MATCH LINE STA. 873+00.00



8 PART 3

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'

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'

LANDTECH
2525 North Loop West, Suite 300,
Houston, Texas 77008
T: 713-863-7088 F: 713-863-4131
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 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 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;

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.



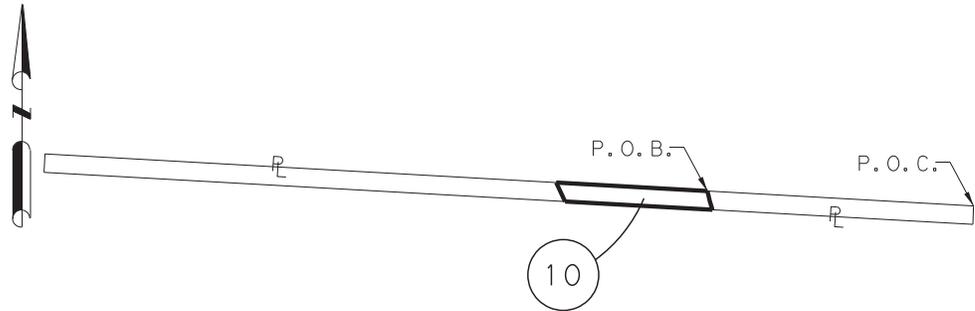
A handwritten signature in black ink, appearing to read "Scott M. Fertak", followed by the date "14 July 2022" written in a similar style.

Scott M. Fertak
Registered Professional Land Surveyor
No. 5257

Exhibit A

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 — R —
- PROPERTY LINE — P —
- DENIAL OF ACCESS LINE — D —
- SURVEY LINE — S —
- 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.

[Signature] 14 July 2022

SCOTT M. FERTAK
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5257



AREA TABLE (ACRES)			
EXISTING AC.	TAKING AC./S.F.	REMAINDER AC.	
		LEFT	RIGHT
	0.4644 20,231		

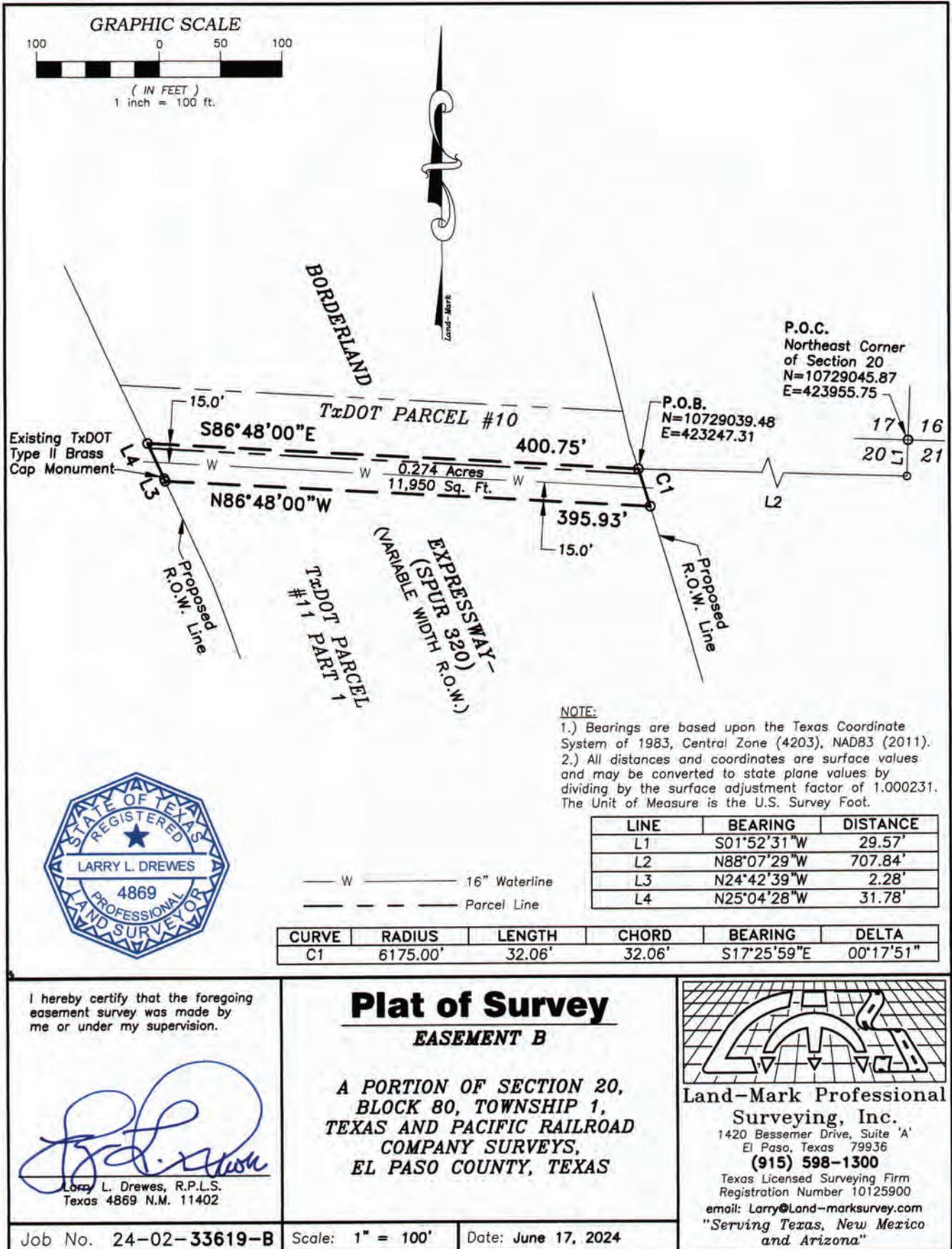
LANDTECH
2525 North Loop West, Suite 300,
Houston, Texas 77008
T: 713-861-7068 F: 713-861-4131
TBPELS Registration No. 10019100

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

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.

Exhibit A



I hereby certify that the foregoing easement survey was made by me or under my supervision.

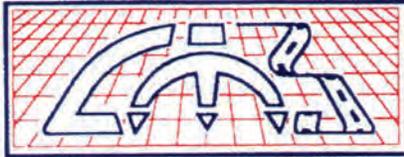
[Signature]
 Larry L. Drewes, R.P.L.S.
 Texas 4869 N.M. 11402

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 $01^{\circ}52'31''$ West, with the easterly section line of said Section 20, a distance of 29.57 feet to a point; **THENCE**, North $88^{\circ}07'29''$ 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 $00^{\circ}17'51''$, and a chord which bears South $17^{\circ}25'59''$ East, a distance of 32.06 feet;

THENCE, North $86^{\circ}48'00''$ 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 $24^{\circ}42'39''$ 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 $25^{\circ}04'28''$ 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 $86^{\circ}48'00''$ 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.

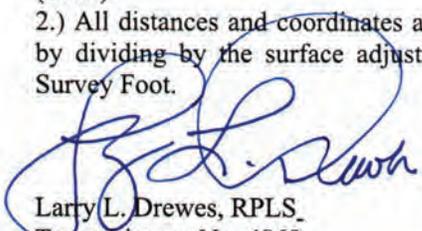

Larry L. Drewes, RPLS
Texas License No. 4869
Job Number 33619-B
June 17, 2024



Exhibit A

October, 2024
Parcel 11
Page 1 of 13

TXDOTCONNECT Parcel No. P00066035.001, .002 & .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
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 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 A

October, 2024

Parcel 11

Page 2 of 13

TXDOTCONNECT Parcel No. P00066035.001, .002 & .003

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 11°28'15" 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 47°53'00" 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 12°48'44" 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 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;
5. **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;
6. **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;

Exhibit A

October, 2024

Parcel 11

Page 3 of 13

TXDOTCONNECT Parcel No. P00066035.001, .002 & .003

7. **THENCE**, South 86°47'18" 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 01°52'31" 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 47°53'00" 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 04°27'25" 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 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., 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 47°53'00" 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;

Exhibit A

October, 2024

Parcel 11

Page 4 of 13

TXDOTCONNECT Parcel No. P00066035.001, .002 & .003

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 07°27'34" 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 47°53'00" 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 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, recorded November 14, 2000, 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;

Exhibit A

October, 2024

Parcel 11

Page 5 of 13

TXDOTCONNECT Parcel No. P00066035.001, .002 & .003

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, 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 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;

Exhibit A

October, 2024

Parcel 11

Page 6 of 13

TXDOTCONNECT Parcel No. P00066035.001, .002 & .003

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 A

October, 2024
Parcel 11
Page 7 of 13

TXDOTCONNECT Parcel No. P00066035.001, .002 & .003

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 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

Exhibit A

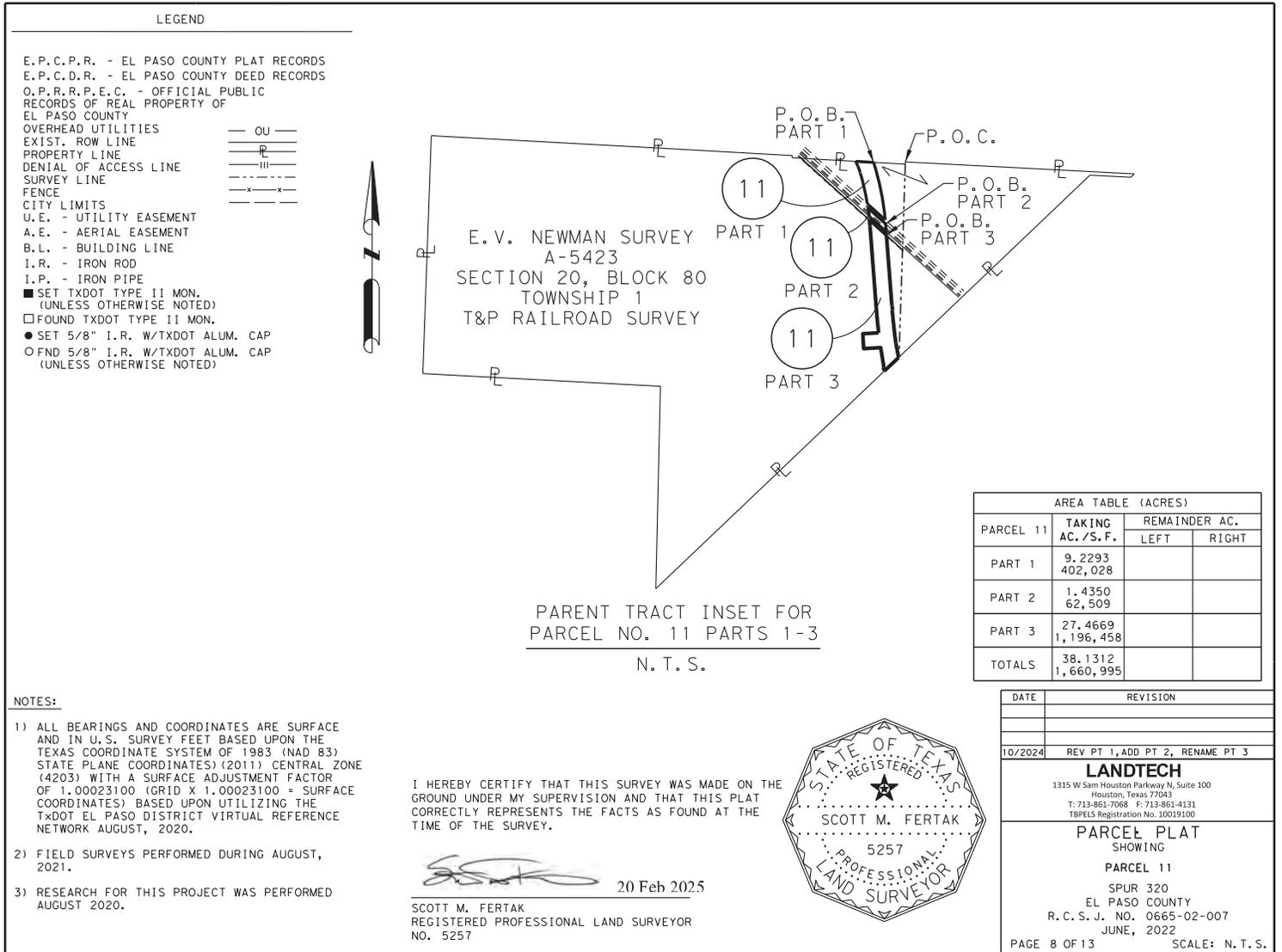
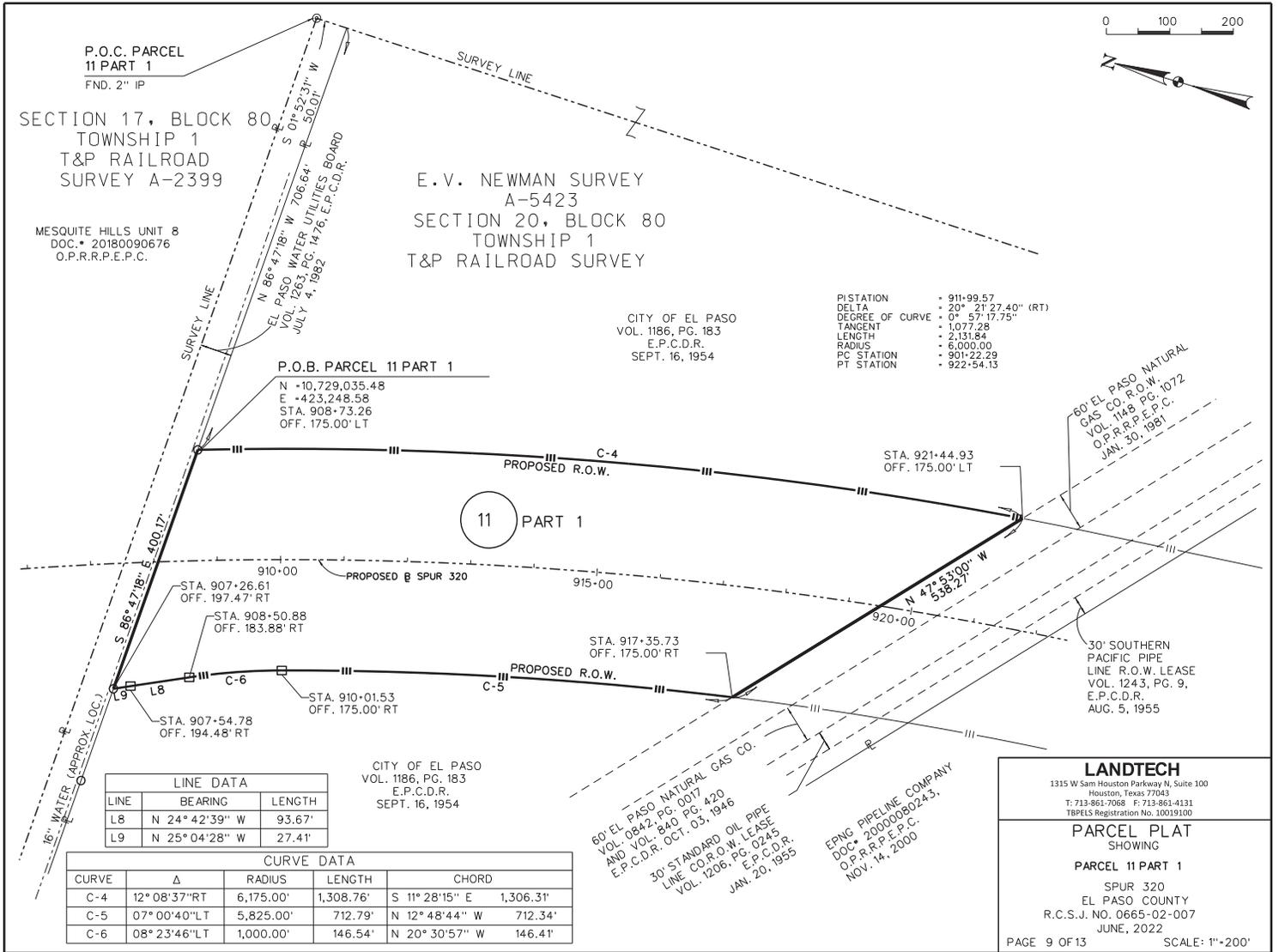


Exhibit A



0 100 200



LANDTECH
1315 W Sam Houston Parkway N, Suite 100
Houston, Texas 77063
T: 713-865-7088 F: 713-864-4131
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

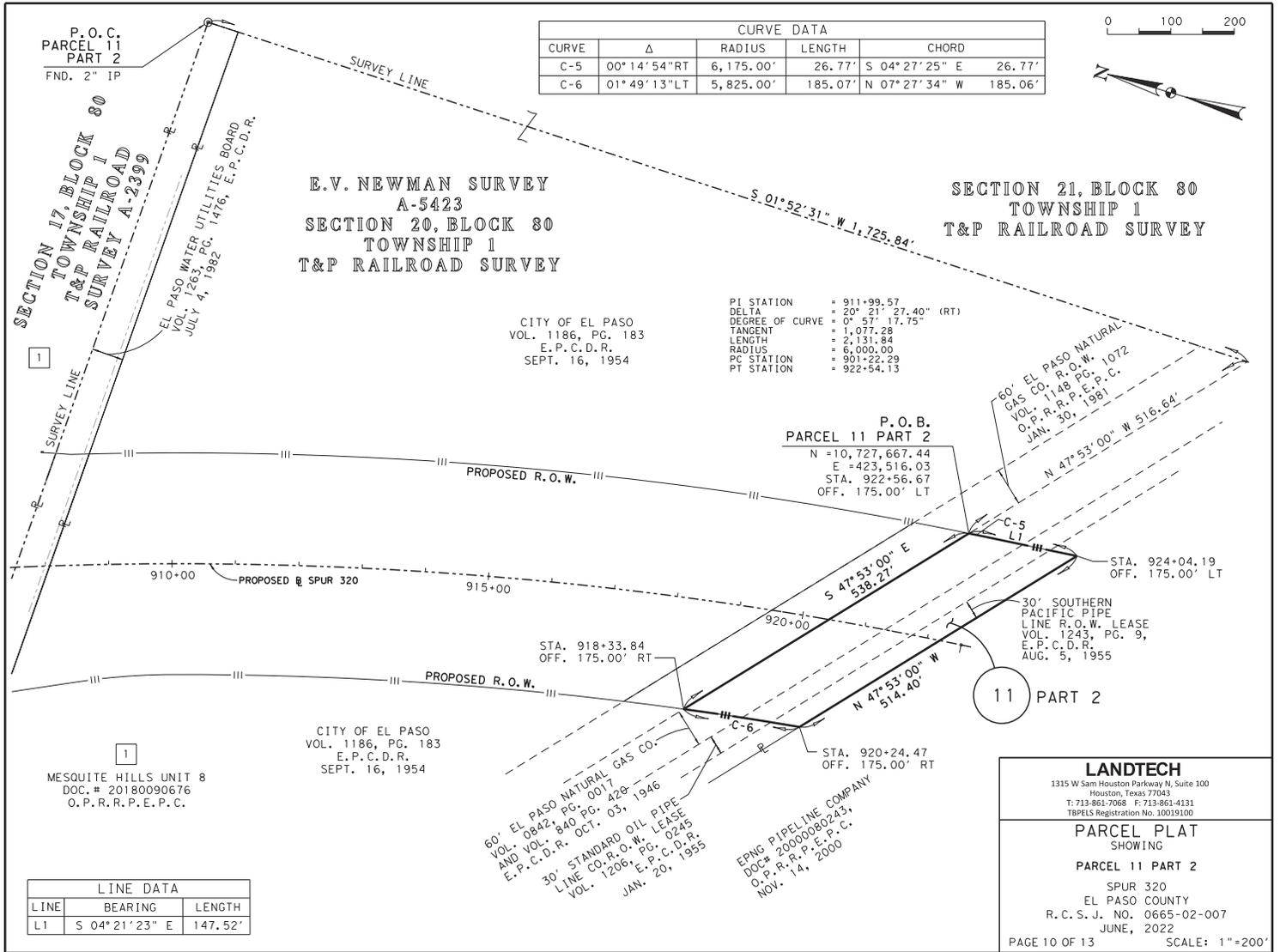


Exhibit A

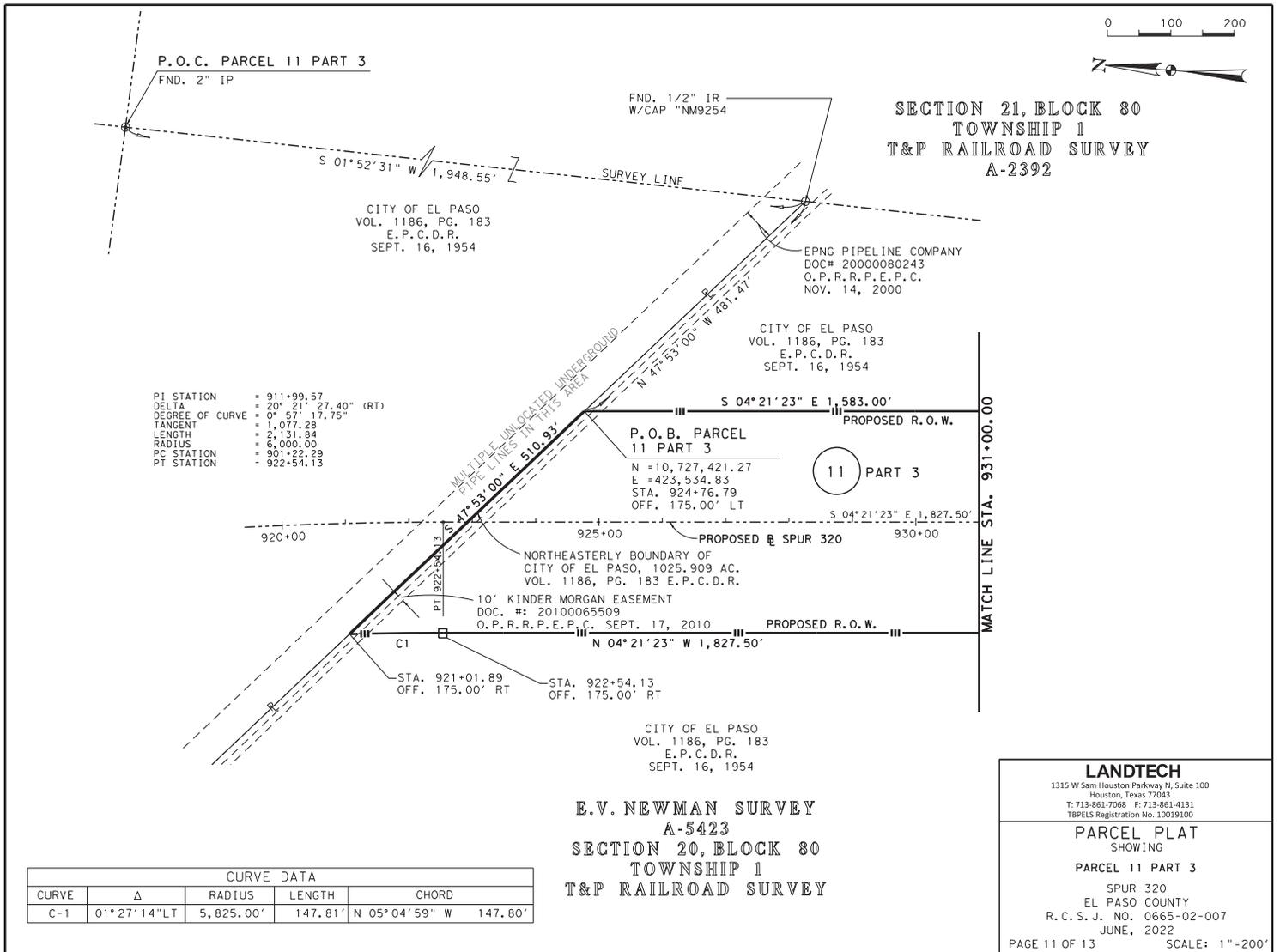


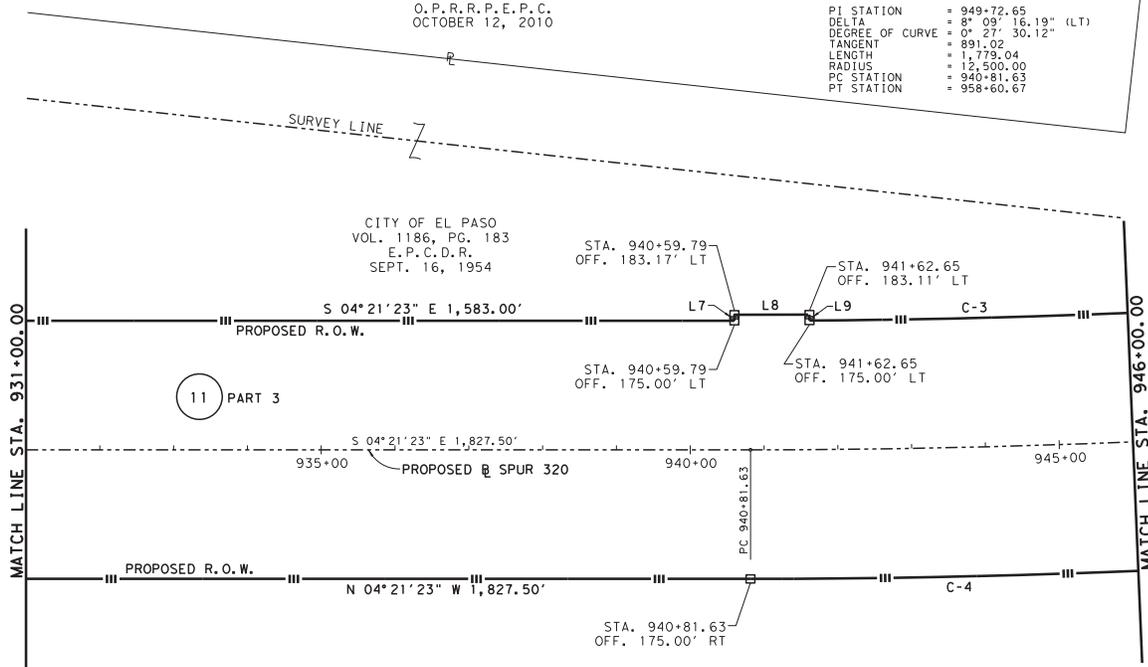
Exhibit A

SECTION 21, BLOCK 80
TOWNSHIP 1
T&P RAILROAD SURVEY
A-2392

MESQUITE HILLS UNIT 5
SUBDIVISION PLAT
NEWMAN RANCH PARTNERS, LP
DOC. # 20100071106
O.P.R.R.P.E.P.C.
OCTOBER 12, 2010

PI STATION = 949+72.65
DELTA = 8° 09' 16.19" (LT)
DEGREE OF CURVE = 0° 27' 30.12"
TANGENT = 891.02
LENGTH = 1,779.04
RADIUS = 12,500.00
PC STATION = 940+81.63
PT STATION = 958+60.67

0 100 200



E.V. NEWMAN SURVEY
A-5423
SECTION 20, BLOCK 80
TOWNSHIP 1
T&P RAILROAD SURVEY

CITY OF EL PASO
VOL. 1186, PG. 183
E. P. C. D. R.
SEPT. 16, 1954

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 77063
T: 713-865-7068 F: 713-864-4131
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

Exhibit A

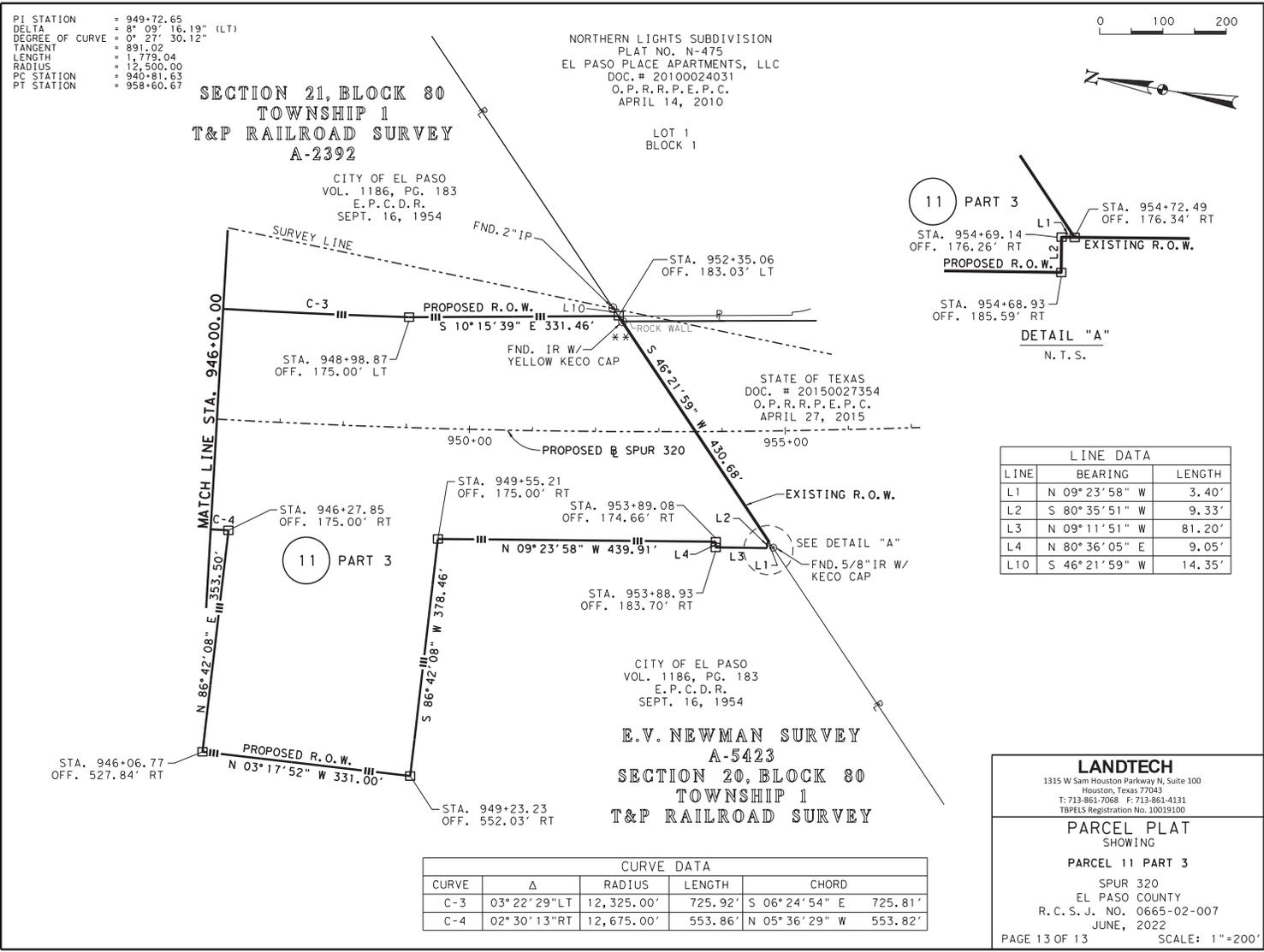
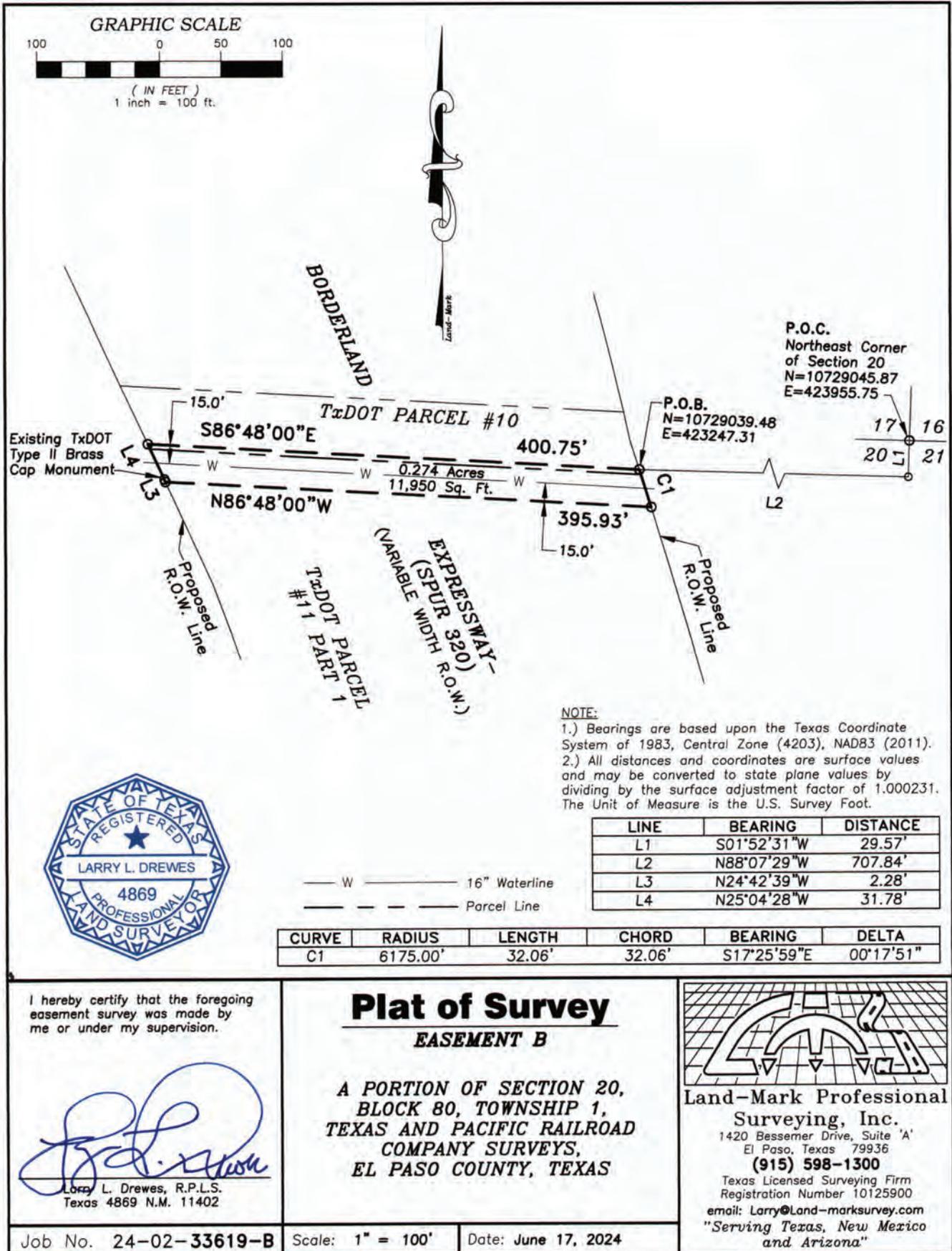


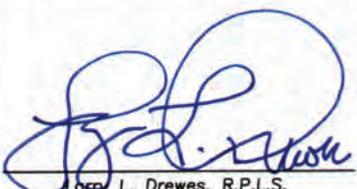
Exhibit A

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



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 $01^{\circ}52'31''$ West, with the easterly section line of said Section 20, a distance of 29.57 feet to a point; **THENCE**, North $88^{\circ}07'29''$ 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 $00^{\circ}17'51''$, and a chord which bears South $17^{\circ}25'59''$ East, a distance of 32.06 feet;

THENCE, North $86^{\circ}48'00''$ 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 $24^{\circ}42'39''$ 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;

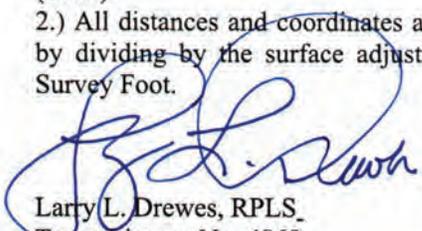
THENCE, North $25^{\circ}04'28''$ West, continuing with said proposed westerly right-of-way line, a distance of 31.78 feet to a point, for a corner of this parcel;

THENCE, South $86^{\circ}48'00''$ East, a distance of 400.75 feet to the **POINT OF BEGINNING**;

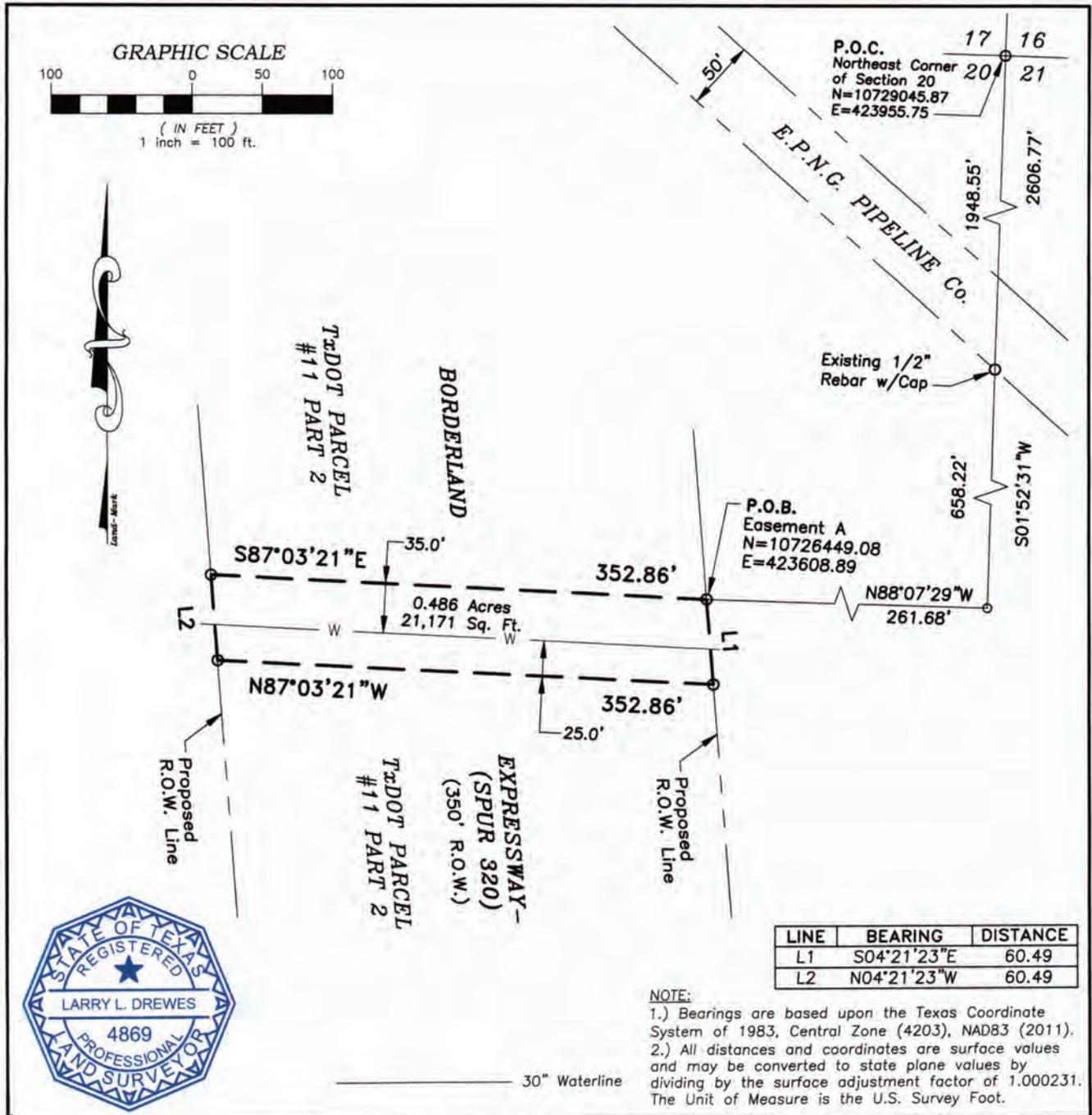
Said parcel contains 0.274 Acres (11,950 Square feet) more or less.

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





I hereby certify that the foregoing easement survey was made by me or under my supervision.

[Signature]
 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

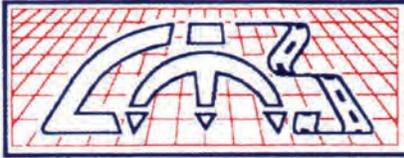


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 "Serving Texas, New Mexico and Arizona"

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 $01^{\circ}52'31''$ 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 $88^{\circ}07'29''$ 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 $04^{\circ}21'23''$ 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 $87^{\circ}03'21''$ 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;

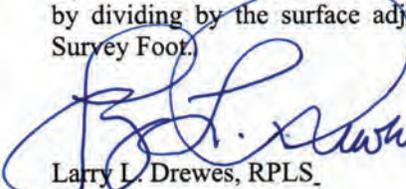
THENCE, North $04^{\circ}21'23''$ West, with said proposed westerly right-of-way line, a distance of 60.49 feet to a point, for a corner of this parcel;

THENCE, South $87^{\circ}03'21''$ 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



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 88°09'30" 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 31°31'50" 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 31°31'50" 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 12°30'39" 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 31°32'24" 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 12°30'39" 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.



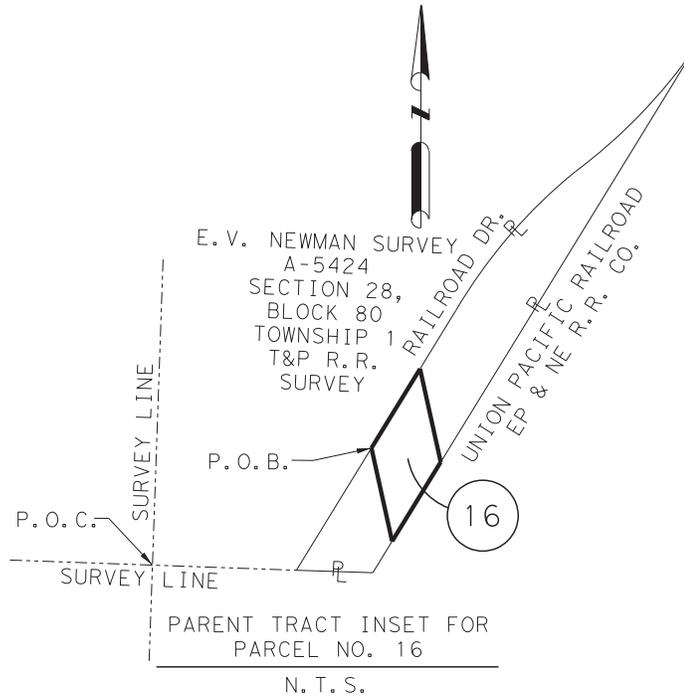
A handwritten signature in black ink, appearing to read "Scott M. Fertak", followed by the date "14 July 2022" written in a similar style.

Scott M. Fertak
Registered Professional Land Surveyor
No. 5257

Exhibit A

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 — R —
- PROPERTY LINE — P —
- DENIAL OF ACCESS LINE — D —
- SURVEY LINE — S —
- 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)



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.

Scott M. Fertak 14 July 2022

SCOTT M. FERTAK
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5257

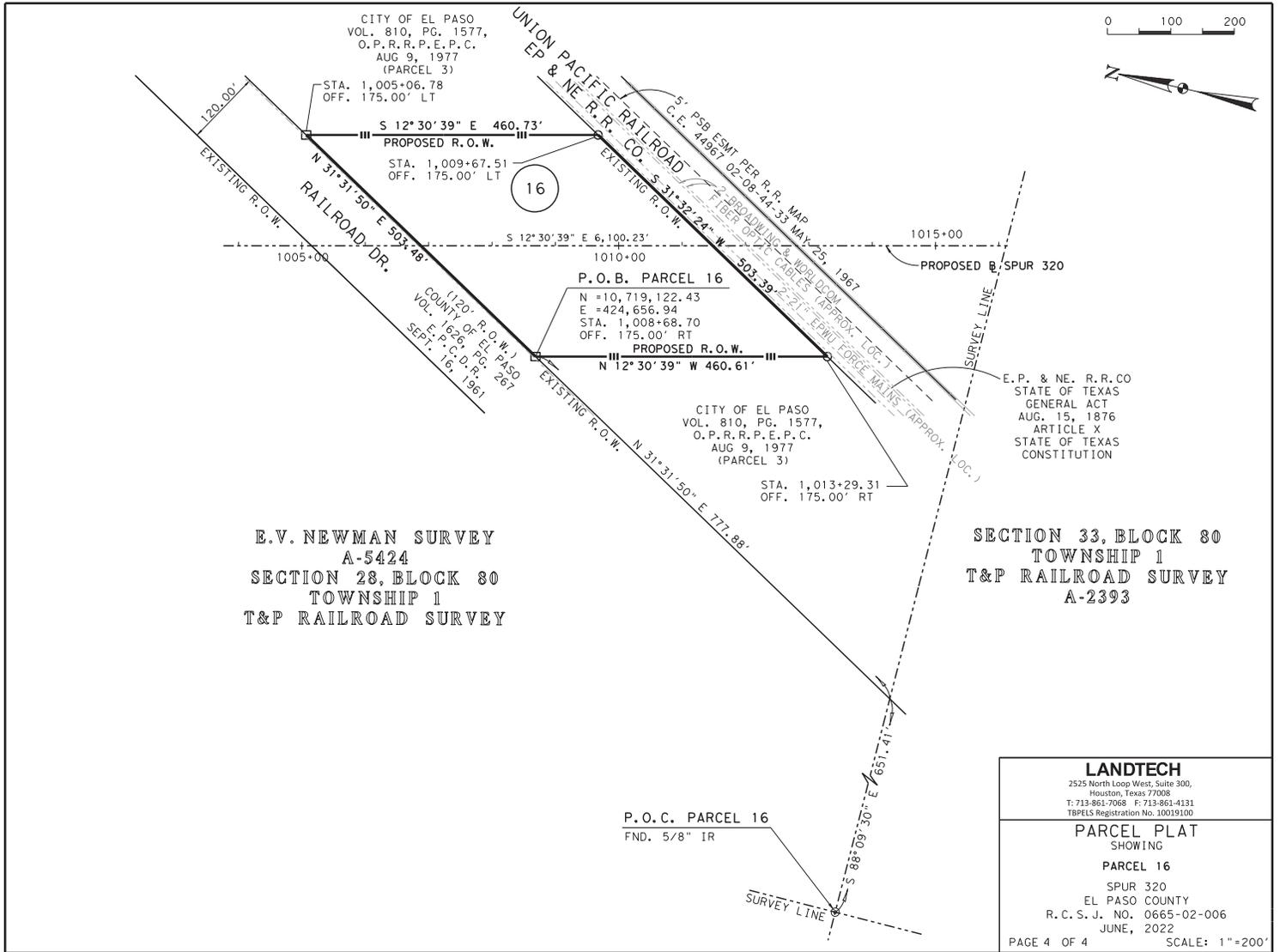


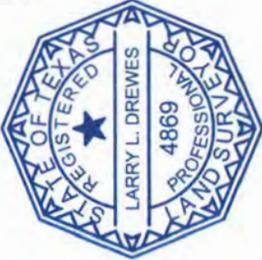
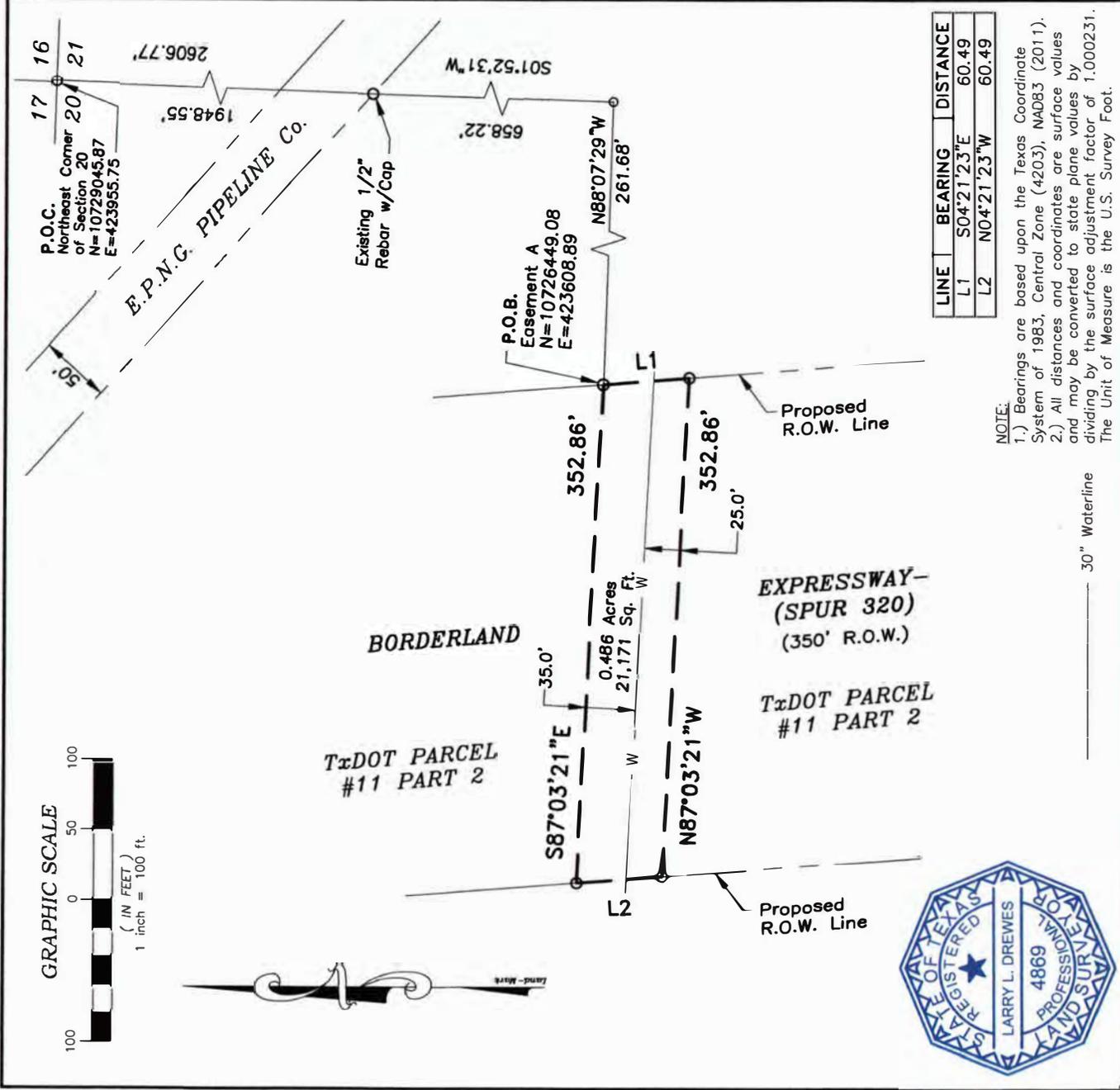
AREA TABLE (ACRES)			
EXISTING AC.	TAKING AC./S.F.	REMAINDER AC.	
		LEFT	RIGHT
	3.7015		
	161,236		

LANDTECH
2525 North Loop West, Suite 300,
Houston, Texas 77008
T: 713-863-7068 F: 713-863-4131
TBPELS Registration No. 10019100

PARCEL PLAT
SHOWING
PARCEL 16
SPUR 320
EL PASO COUNTY
R. C. S. J. NO. 0665-02-006
JUNE, 2022

Exhibit A





I hereby certify that the foregoing easement survey was made by me or under my supervision.

[Signature]
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

Scale: 1" = 100' Date: December 10, 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"

Job No. 24-02-33619-A



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 $01^{\circ}52'31''$ 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 $88^{\circ}07'29''$ 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 $04^{\circ}21'23''$ 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 $87^{\circ}03'21''$ 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 $04^{\circ}21'23''$ 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 $87^{\circ}03'21''$ 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.

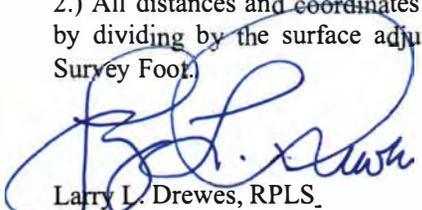
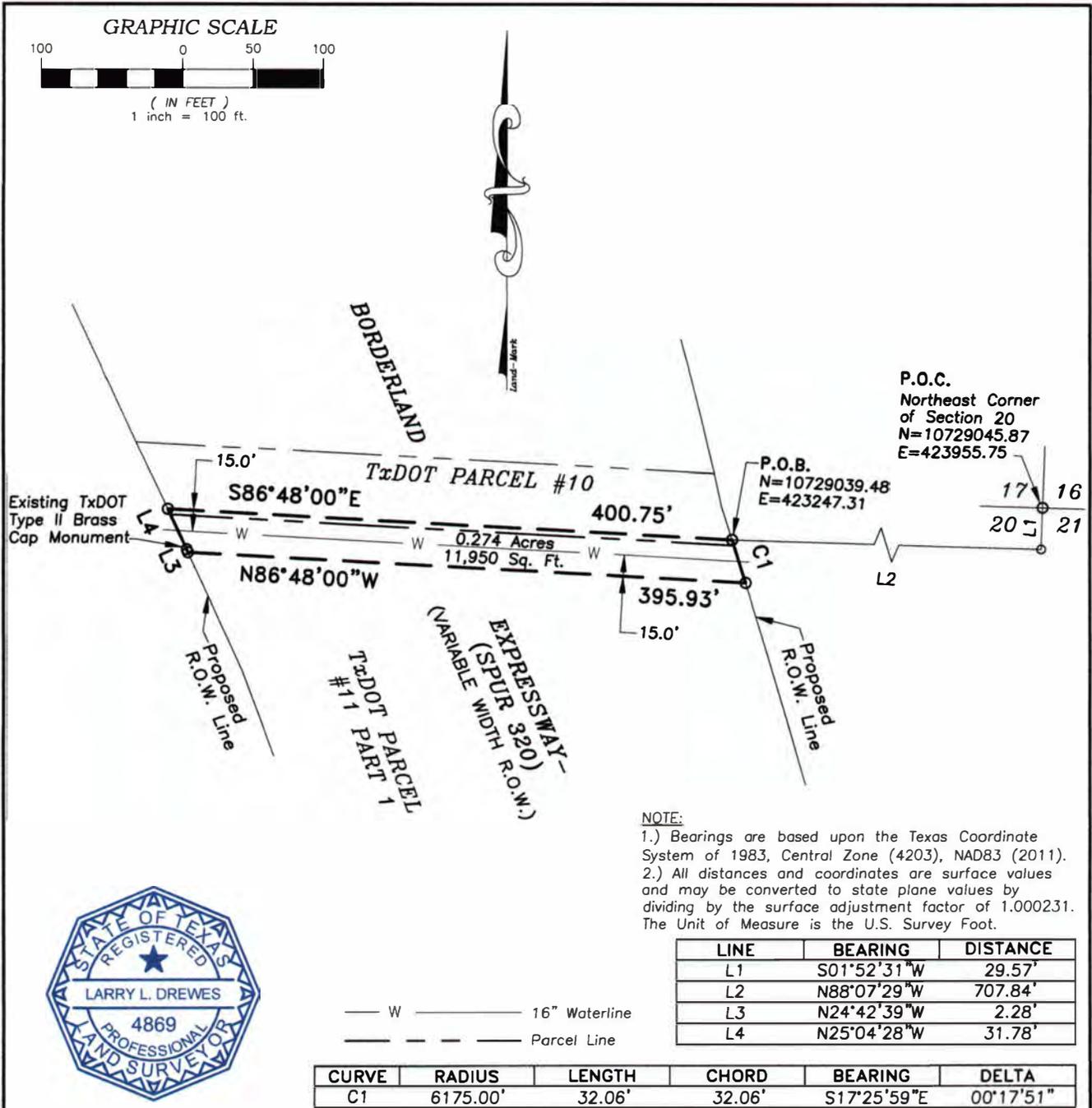

Larry L. Drewes, RPLS.
Texas License No. 4869
Job Number 33619-A
December 10, 2024



Exhibit B



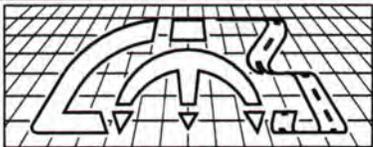
I hereby certify that the foregoing easement survey was made by me or under my supervision.



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.
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 Texas Licensed Surveying Firm
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 "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.

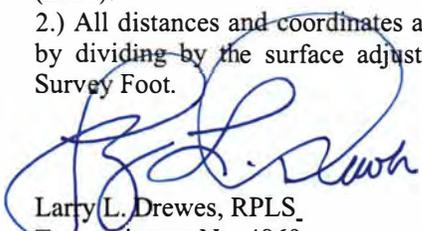
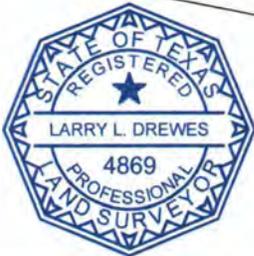
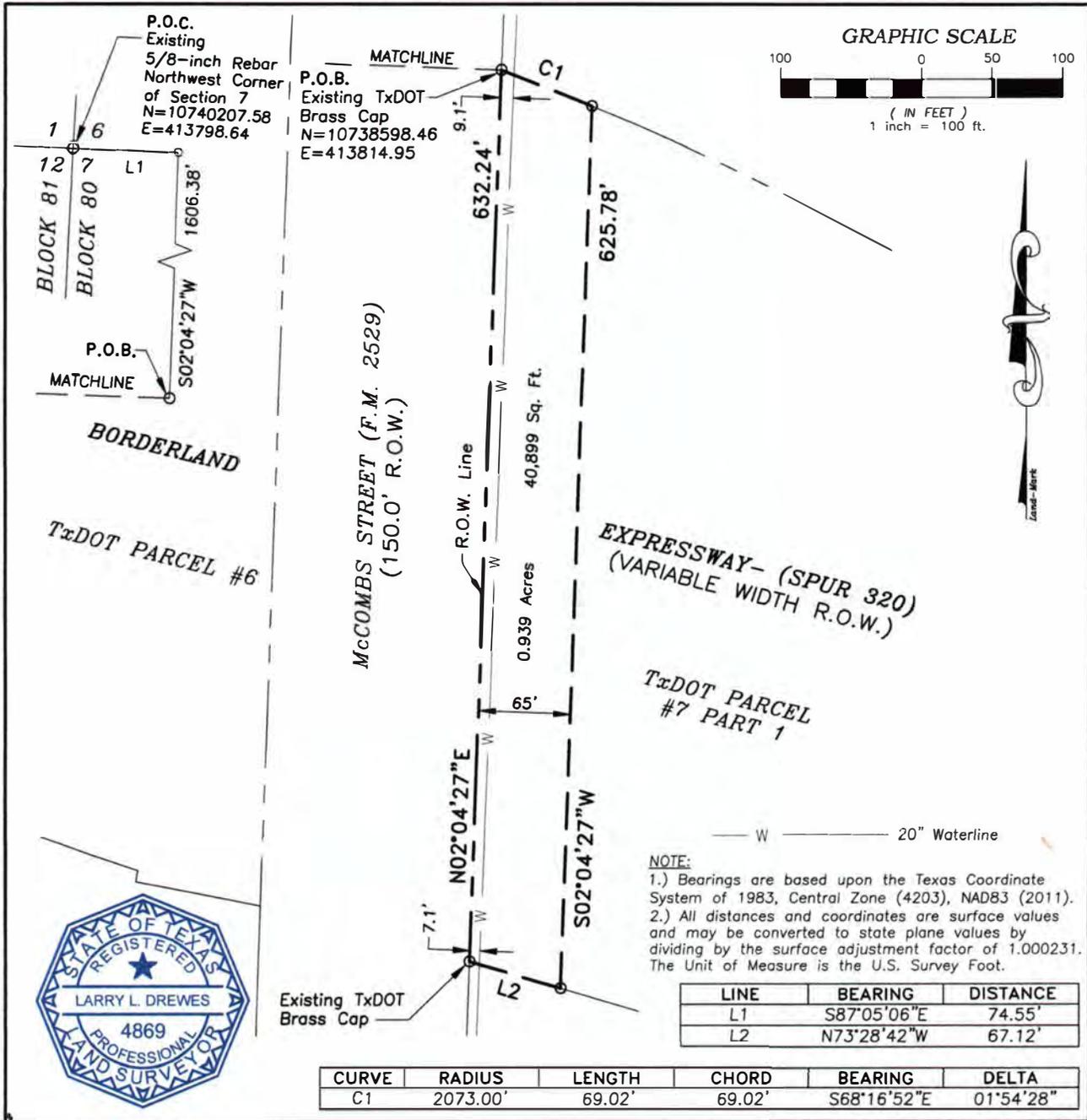

Larry L. Drewes, RPLS
Texas License No. 4869
Job Number 33619-B
June 17, 2024



Exhibit B

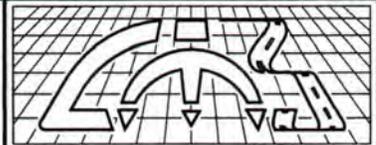


I hereby certify that the foregoing easement survey was made by me or under my supervision.

[Signature]
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**;

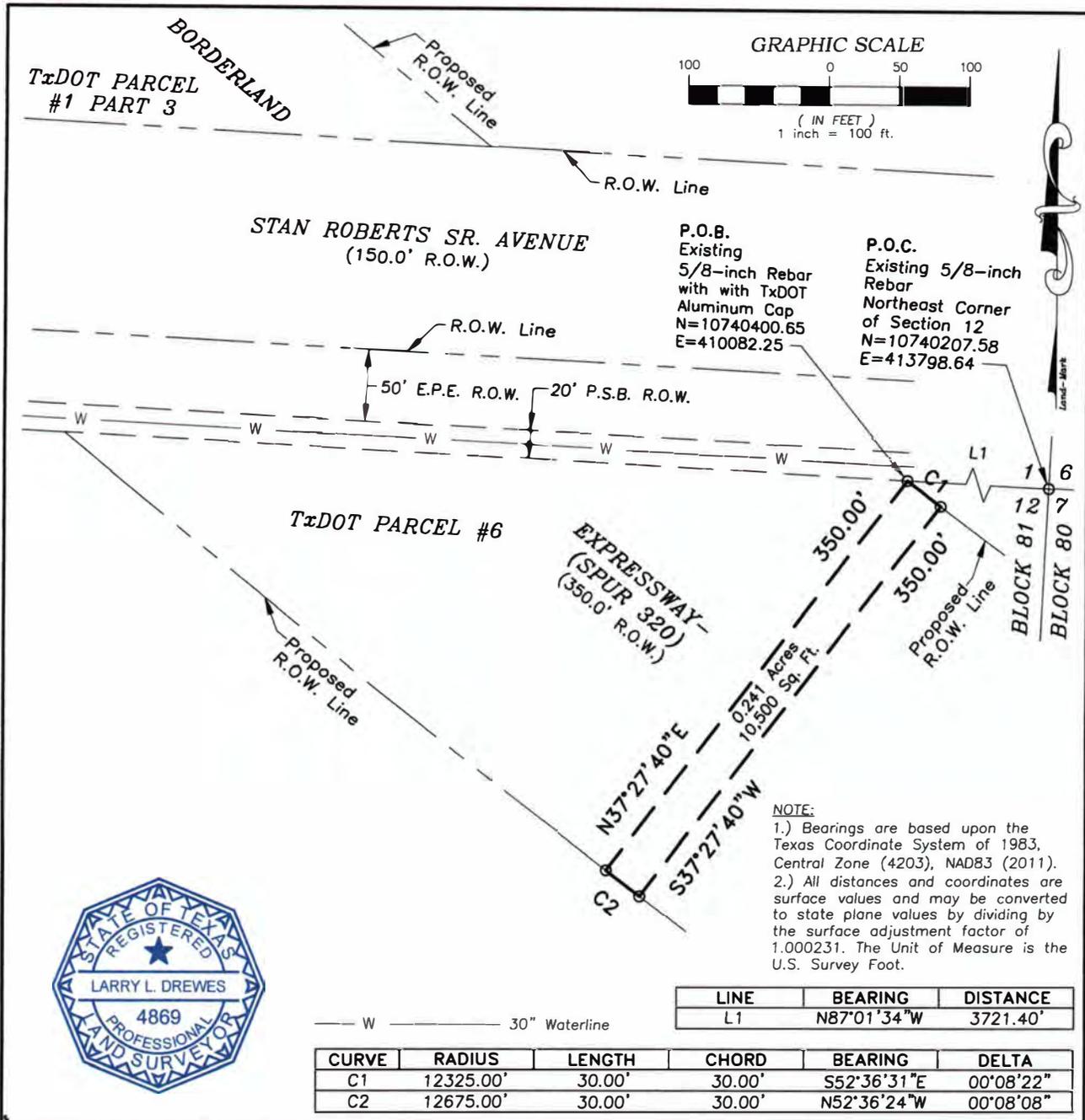
Said parcel contains 0.939 Acres (40,899 Square feet) more or less.

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 Foot

Larry L. Drewes, RPLS
Texas License No. 4869
Job Number 33619-D
December 12, 2024





I hereby certify that the foregoing easement survey was made by me or under my supervision.

[Signature]
 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:

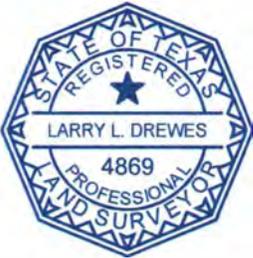
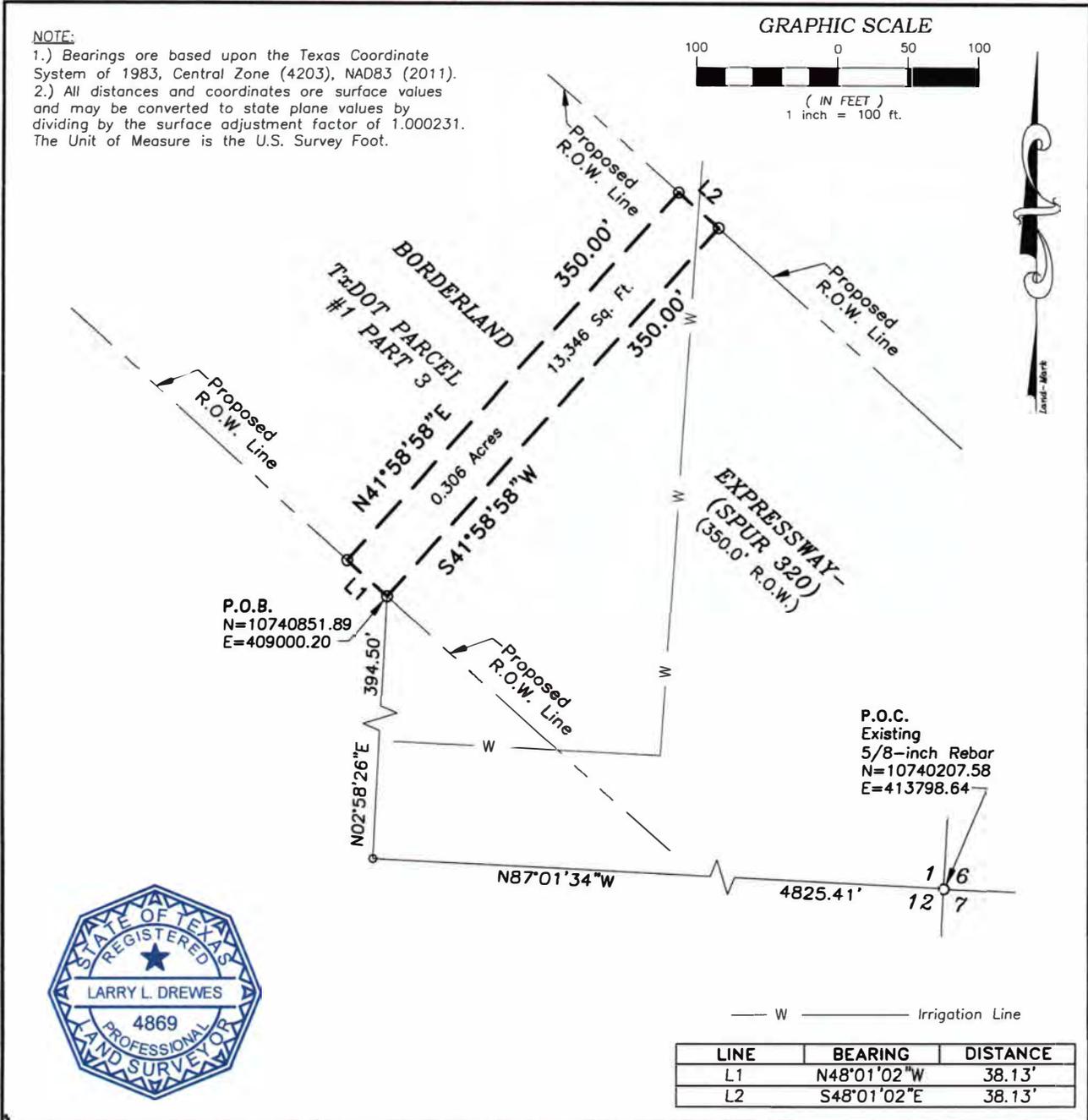
1.) Bearings are based upon the Texas Coordinate System of 1983, Central Zone (4203), NAD83 (2011).

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



Exhibit B



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"



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;

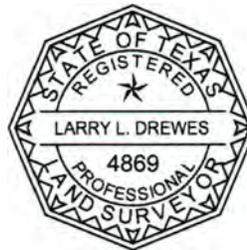
THENCE, South 41°58'58" West, a distance of 350.00 feet to the **POINT OF BEGINNING**;

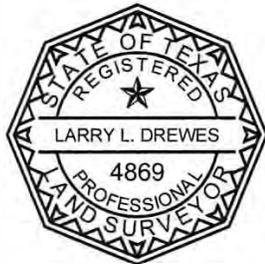
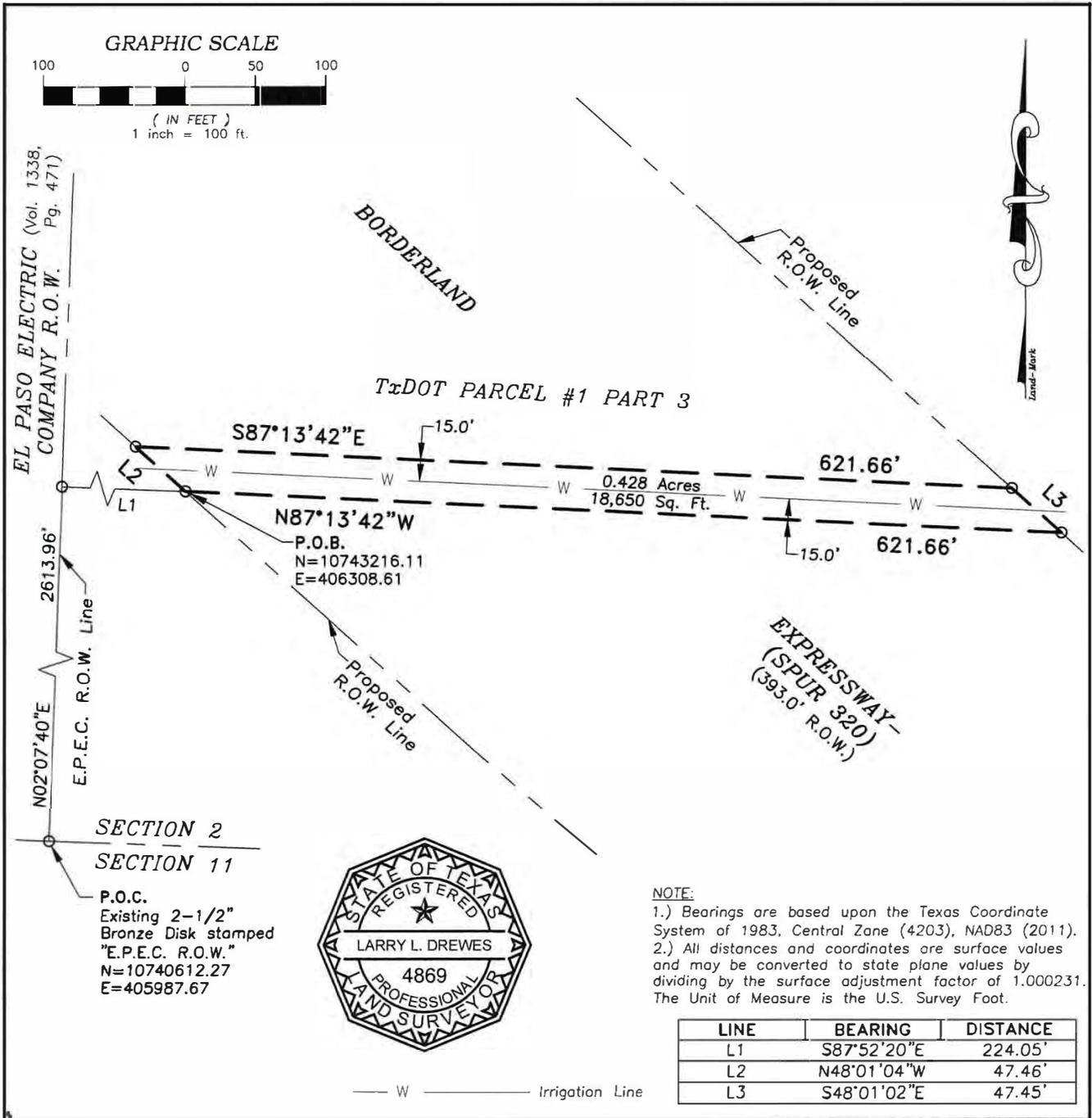
Said parcel contains 0.306 Acres (13,346 Square feet) more or less.

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



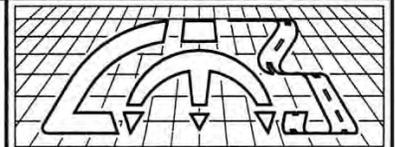


I hereby certify that the foregoing easement survey was made by me or under my supervision.

[Signature]
 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

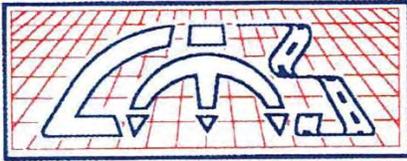


Land-Mark Professional Surveying, Inc.
 1420 Bessemer Drive, Suite 'A'
 El Paso, Texas 79936
(915) 598-1300
 Texas Licensed Surveying Firm
 Registration Number 10125900
 email: Larry@Land-marksurvey.com
 "Serving Texas, New Mexico and Arizona"

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**;

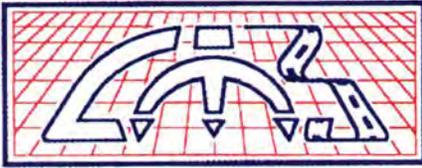
Said parcel contains 0.428 Acres (18,650 Square feet) more or less.

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





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;

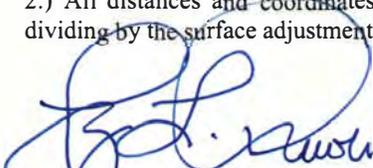
THENCE, North 48°01'04" West, with said proposed southwesterly right-of-way line, a distance of 48.60 feet to a point, for a corner of this parcel;

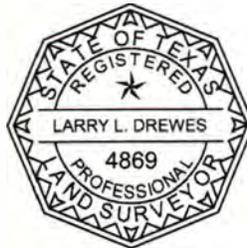
THENCE, northwesterly with the arc of a curve to the left and continuing with said proposed southwesterly right-of-way line, a distance of 3.50 feet to the **POINT OF BEGINNING**; Said curve having a radius of 868.00 feet, a central angle of 00°13'52", and a chord which bears North 48°08'00" West, a 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





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



Frederick H. Eppinger
Frederick H. Eppinger
President and CEO

David Hisey
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.: 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.

**COMMITMENT FOR TITLE INSURANCE
EXHIBIT "A"
LEGAL DESCRIPTION**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

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;

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EXHIBIT "A"
LEGAL DESCRIPTION**

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STEWART TITLE GUARANTY COMPANY

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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;

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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;

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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;

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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 Public 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;

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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;

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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.

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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;

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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;

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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.

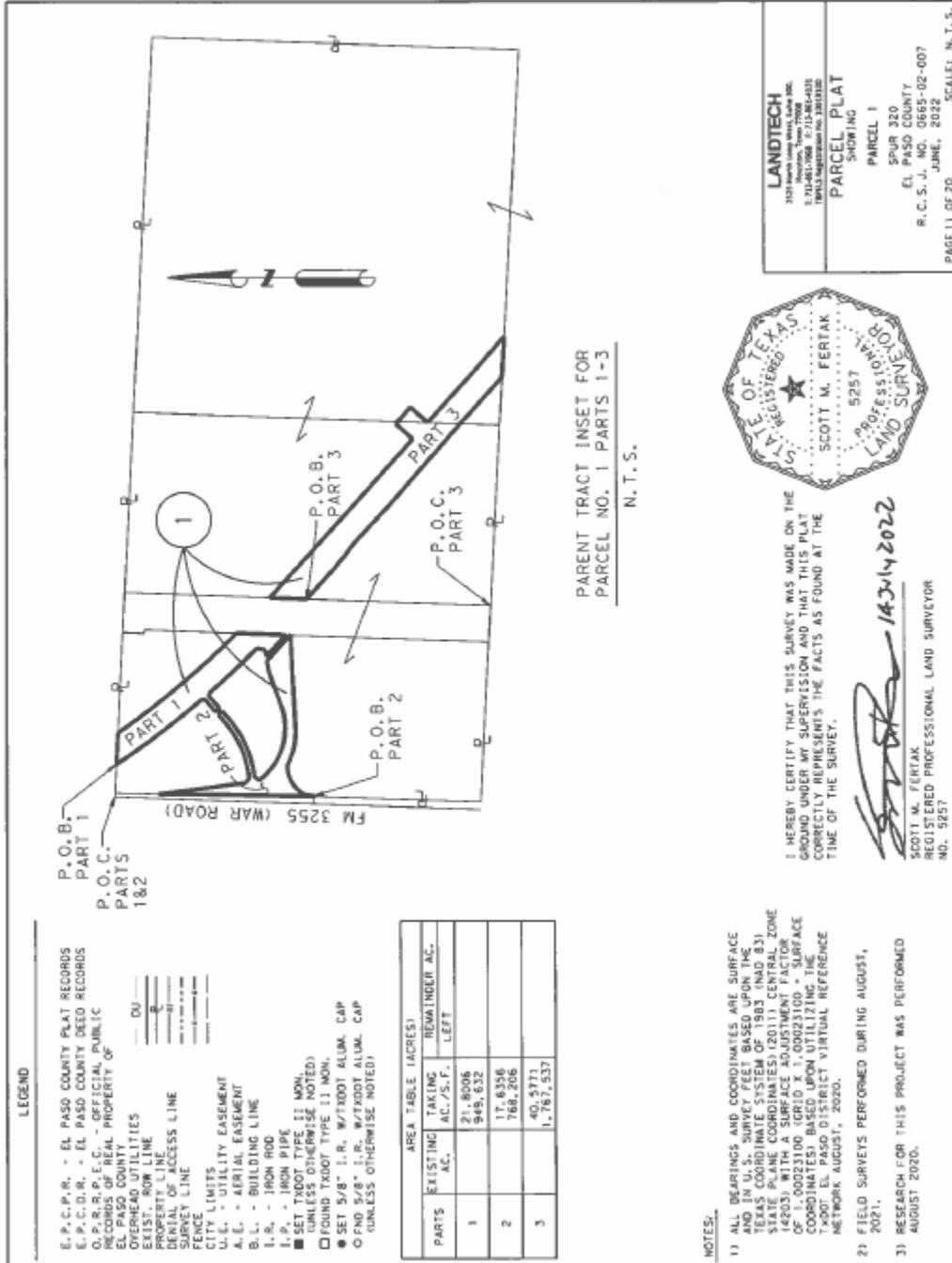
I, Scott M. Fertak, a Registered Professional Land Surveyor, do hereby certify that this property description is a true and correct representation of a survey made on the ground, under my direction and supervision.




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



PARENT TRACT INSET FOR
PARCEL NO. 1 PARTS 1-3
N. T. S.



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.

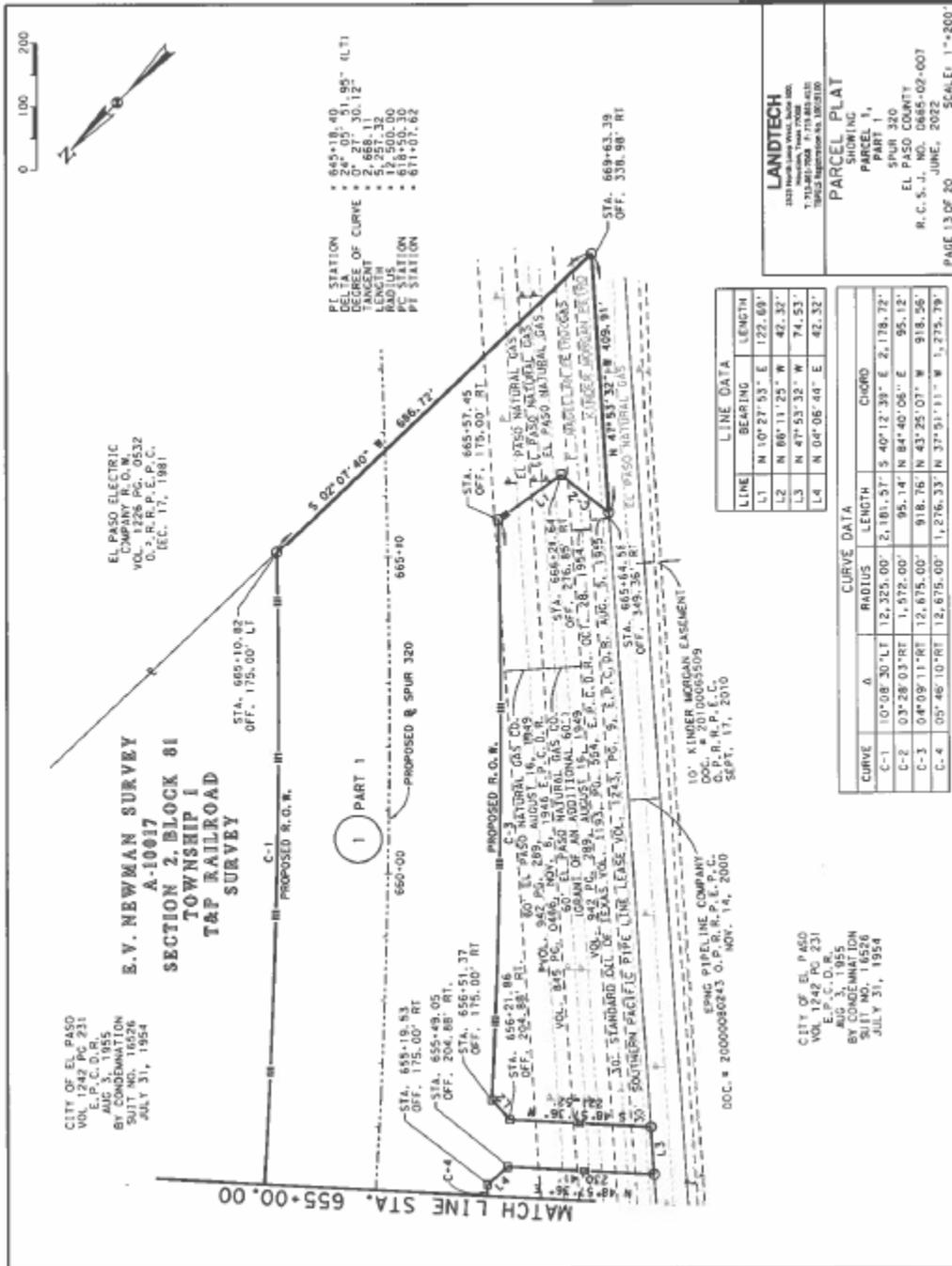
Scott M. Fertak
 14 July 2022
 SCOTT M. FERTAK
 REGISTERED PROFESSIONAL LAND SURVEYOR
 NO. 5257

LANDTECH
 3122 North Loop West, Suite 1000
 Houston, Texas 77008
 Tel: 281.708.1100 Fax: 281.708.1102
 Email: info@landtech.com

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.

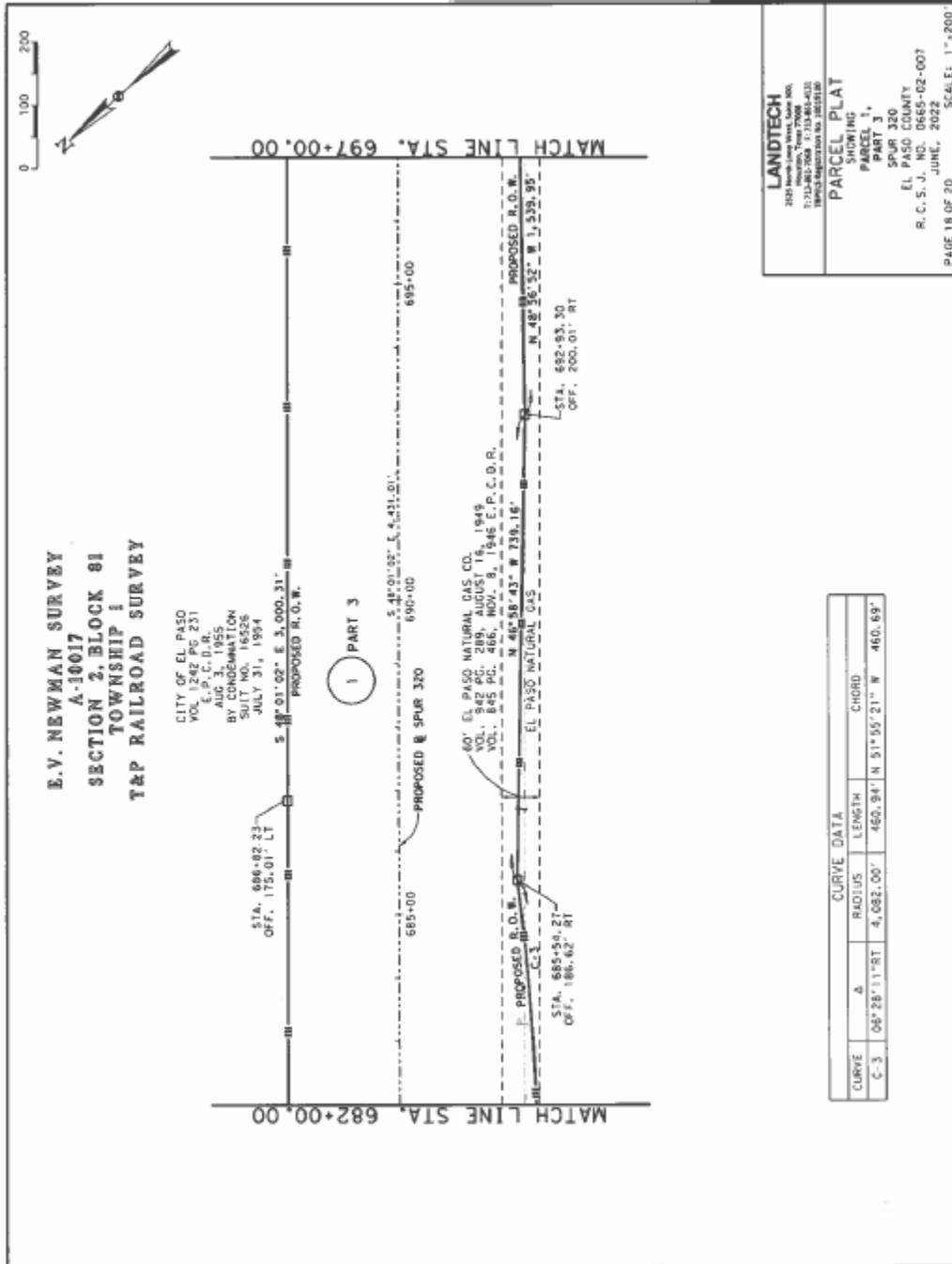
COMMITMENT FOR TITLE INSURANCE EXHIBIT "A" LEGAL DESCRIPTION

ISSUED BY
STEWART TITLE GUARANTY COMPANY



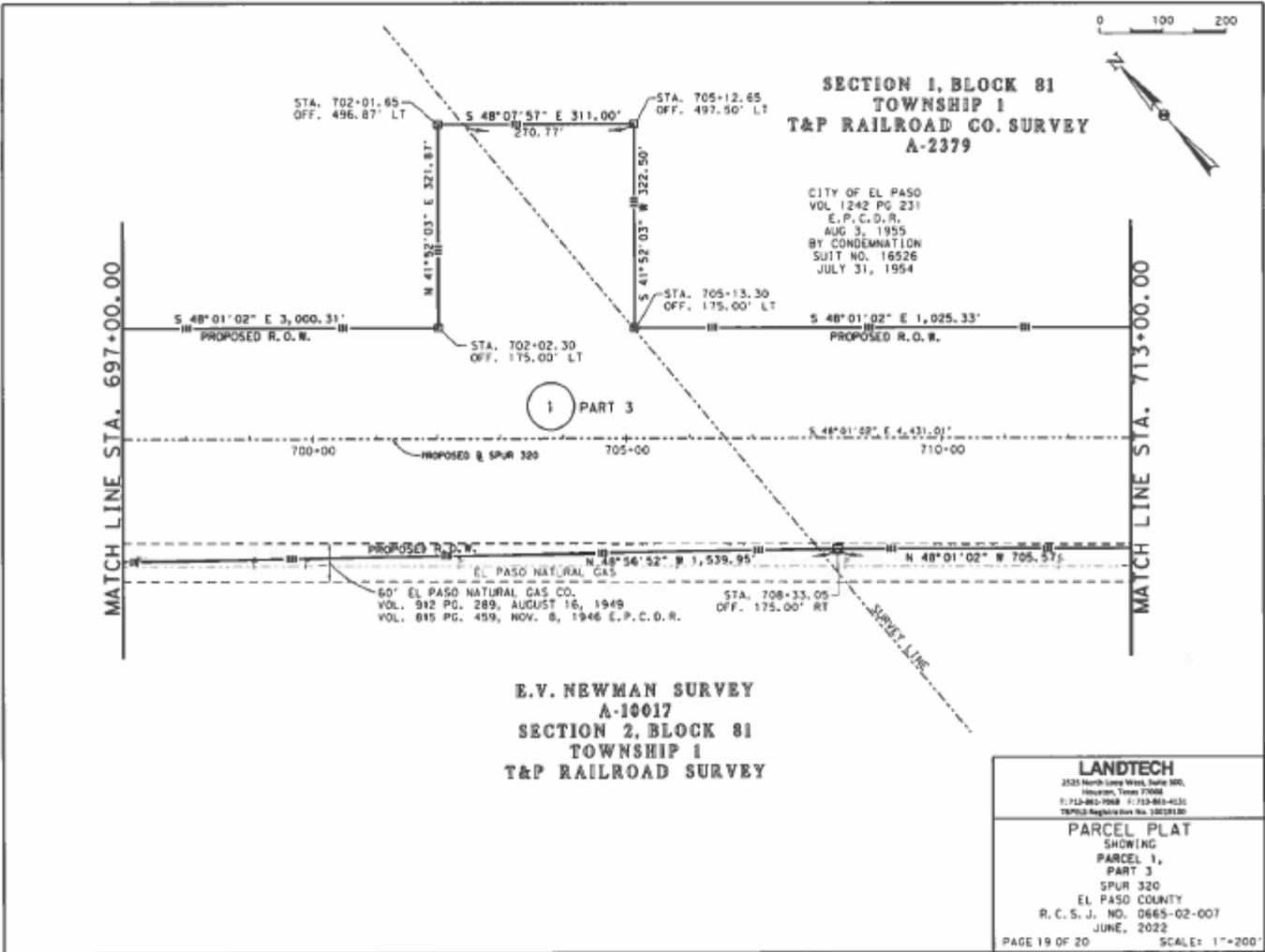
COMMITMENT FOR TITLE INSURANCE EXHIBIT "A" LEGAL DESCRIPTION

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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 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 in [Volume 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, Page 1193](#), 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

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



Frederick H. Eppinger
Frederick H. Eppinger
President and CEO

David Hisey
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 título le asegura en relación a pérdidas 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 entenderlo 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 1-800-729-1902 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.

**COMMITMENT FOR TITLE INSURANCE
EXHIBIT "A"
LEGAL DESCRIPTION**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

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;

**COMMITMENT FOR TITLE INSURANCE
EXHIBIT "A"
LEGAL DESCRIPTION**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exhibit

August, 2021
Parcel 5
Page 2 of 4

TXDOTCONNECT Parcel No. P00066029.001

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.

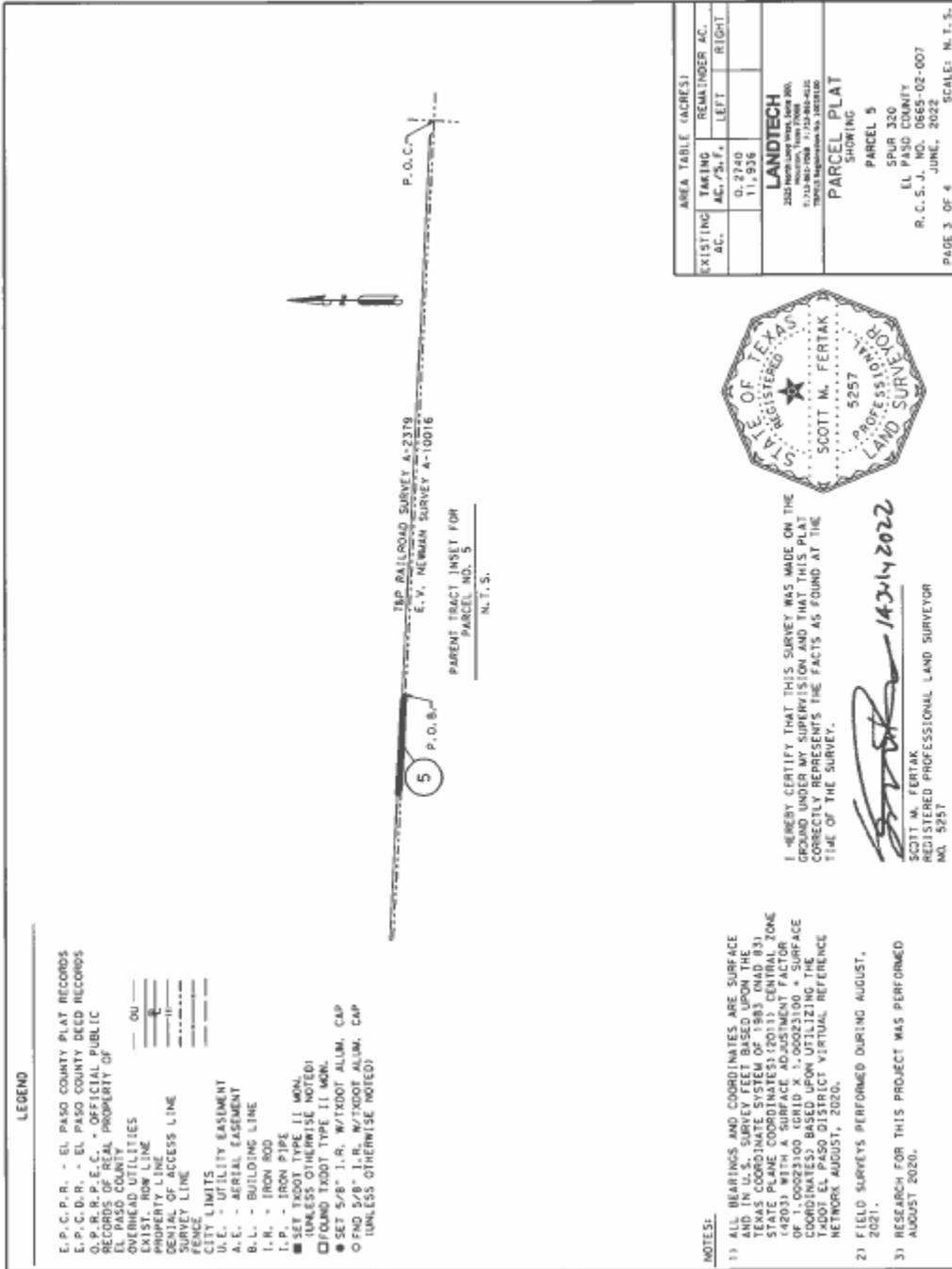
I, Scott M. Fertak, a Registered Professional Land Surveyor, do hereby certify that this property description is a true and correct representation of a survey made on the ground, under my direction and supervision.



 14 July 2022
Scott M. Fertak
Registered Professional Land Surveyor
No. 5257

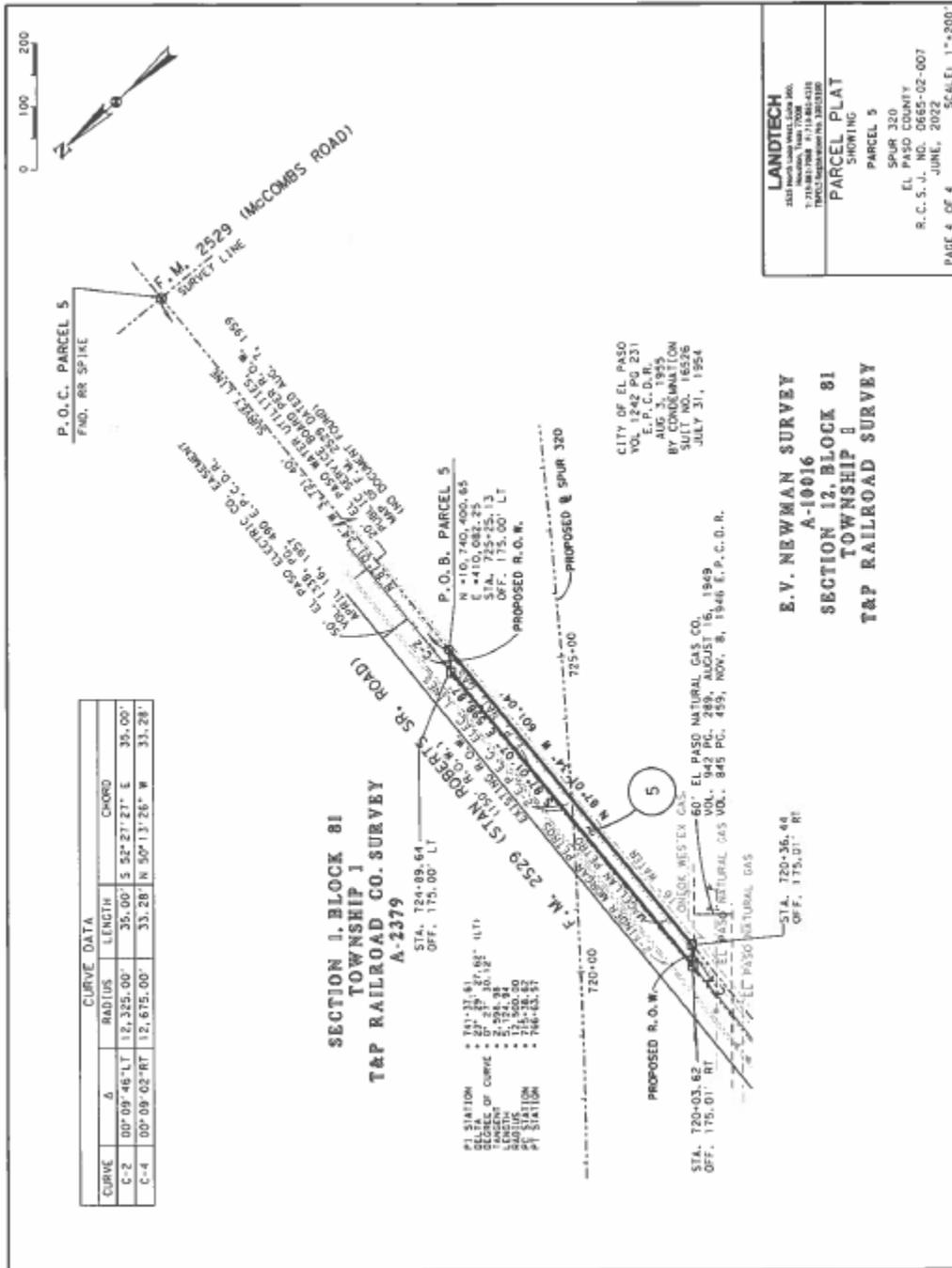
COMMITMENT FOR TITLE INSURANCE EXHIBIT "A" LEGAL DESCRIPTION

ISSUED BY
STEWART TITLE GUARANTY COMPANY



COMMITMENT FOR TITLE INSURANCE EXHIBIT "A" LEGAL DESCRIPTION

ISSUED BY
STEWART TITLE GUARANTY COMPANY



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 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

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



Frederick H. Eppinger
Frederick H. Eppinger
President and CEO

David Hisey
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.: 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.

**COMMITMENT FOR TITLE INSURANCE
EXHIBIT "A"
LEGAL DESCRIPTION**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

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;

**COMMITMENT FOR TITLE INSURANCE
EXHIBIT "A"
LEGAL DESCRIPTION**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exhibit

August, 2021
Parcel 6
Page 2 of 9

TXDOTCONNECT Parcel No. P00066030.001

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;

**COMMITMENT FOR TITLE INSURANCE
EXHIBIT "A"
LEGAL DESCRIPTION**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exhibit

August, 2021

Parcel 6

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TXDOTCONNECT Parcel No. P00066030.001

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;

**COMMITMENT FOR TITLE INSURANCE
EXHIBIT "A"
LEGAL DESCRIPTION**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exhibit

August, 2021

Parcel 6

Page 4 of 9

TXDOTCONNECT Parcel No. P00066030.001

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.

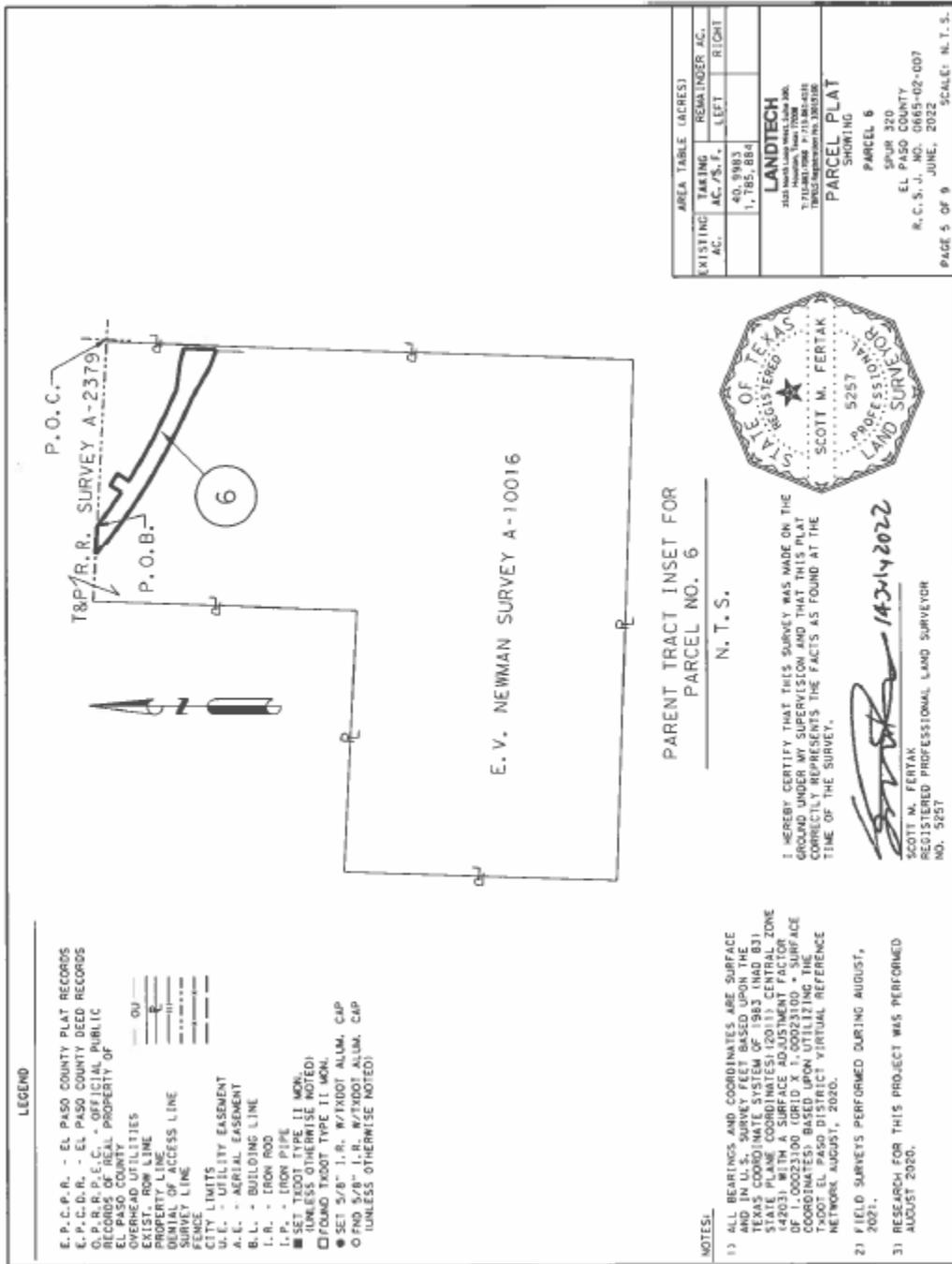


 14 July 2022

Scott M. Fertak
Registered Professional Land Surveyor
No. 5257

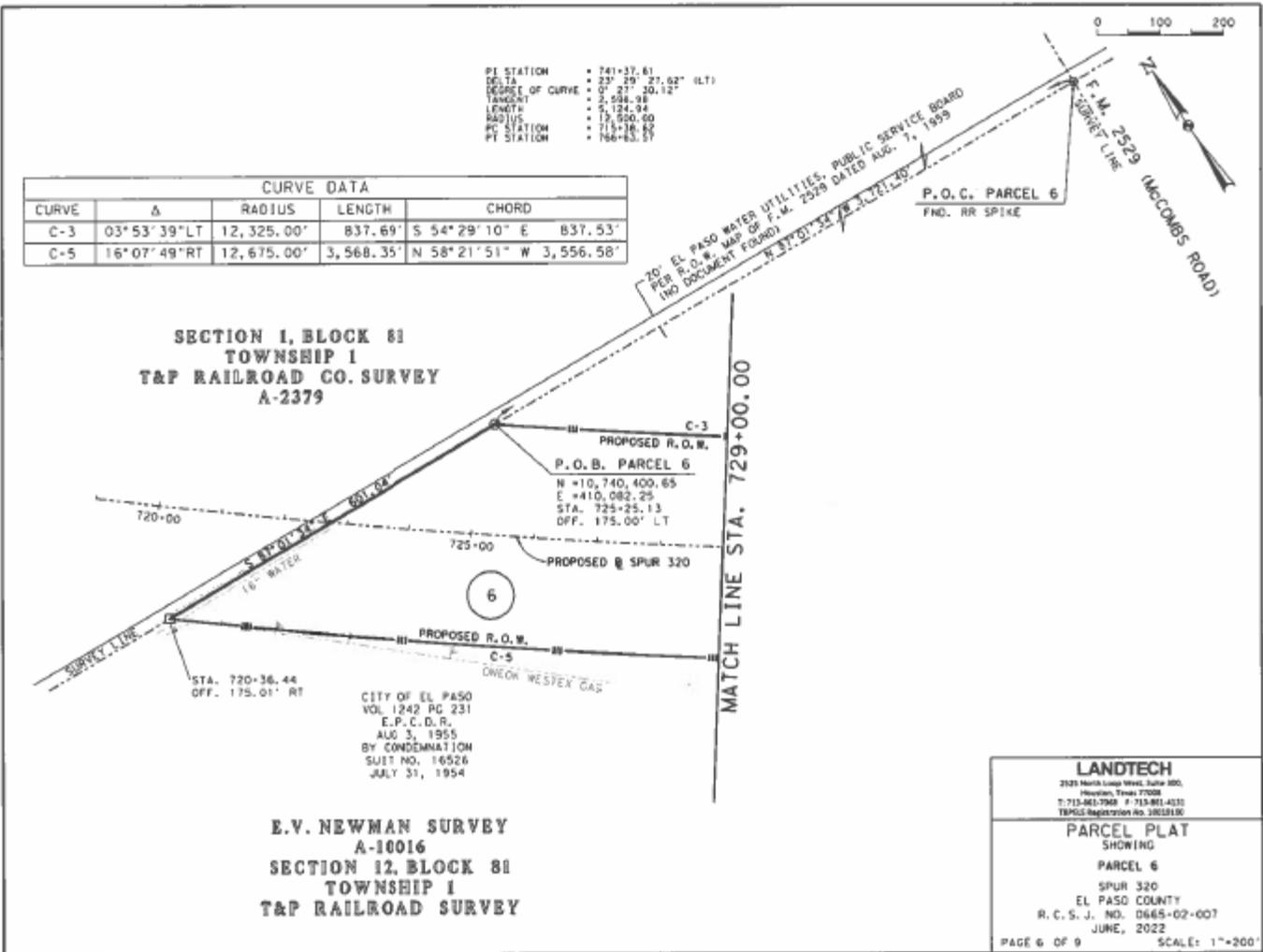
COMMITMENT FOR TITLE INSURANCE EXHIBIT "A" LEGAL DESCRIPTION

ISSUED BY
STEWART TITLE GUARANTY COMPANY



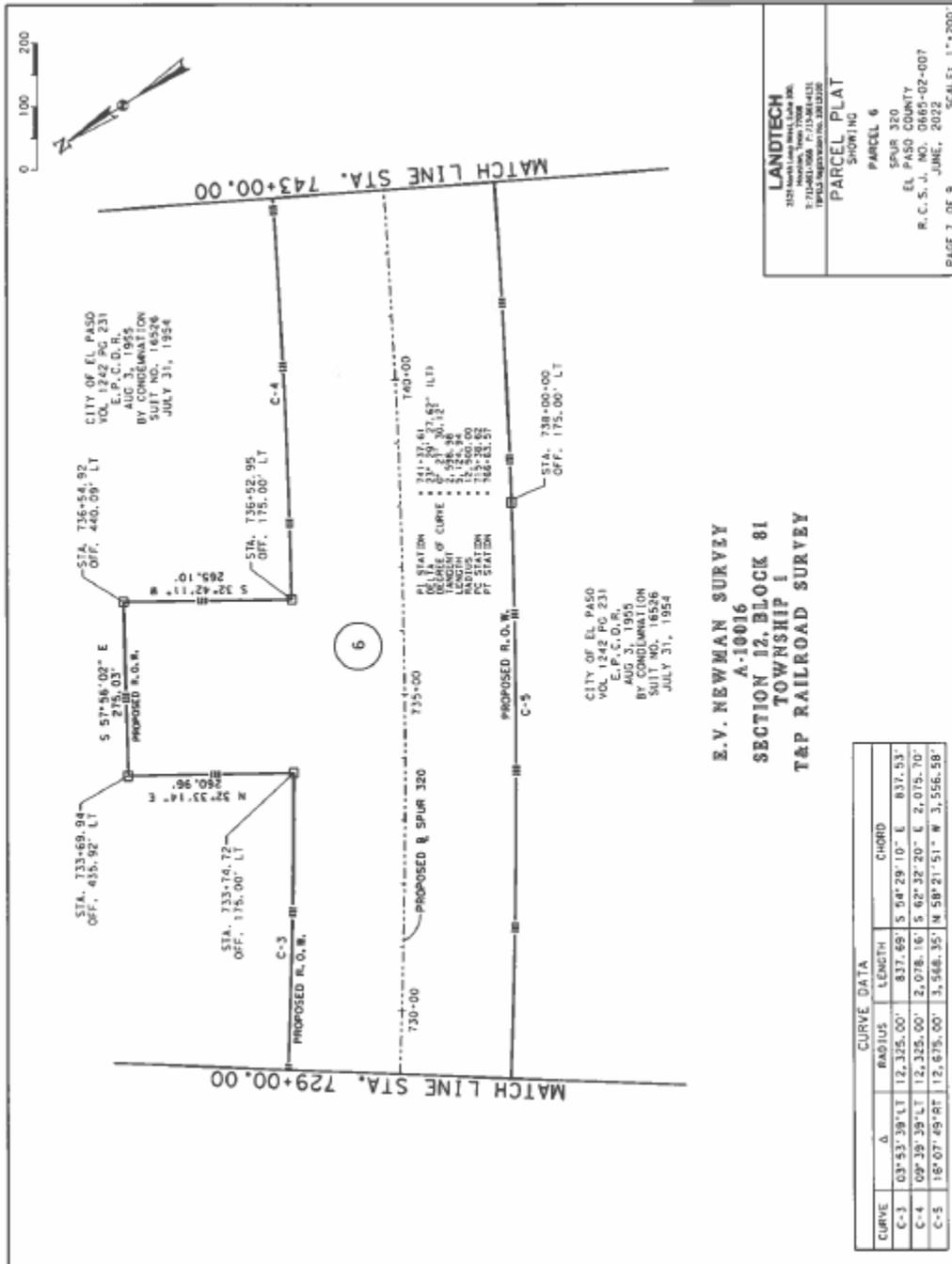
**COMMITMENT FOR TITLE INSURANCE
EXHIBIT "A"
LEGAL DESCRIPTION**

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) 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

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



Fred H. Eppinger

Frederick H. Eppinger
President and CEO

David Hisey

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.

**COMMITMENT FOR TITLE INSURANCE
EXHIBIT "A"
LEGAL DESCRIPTION**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exhibit

August, 2021
Parcel 7
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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;

**COMMITMENT FOR TITLE INSURANCE
EXHIBIT "A"
LEGAL DESCRIPTION**

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STEWART TITLE GUARANTY COMPANY

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TXDOTCONNECT Parcel No. P00066031.001, .002 and .003

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;

**COMMITMENT FOR TITLE INSURANCE
EXHIBIT "A"
LEGAL DESCRIPTION**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exhibit

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TXDOTCONNECT Parcel No. P00066031.001, .002 and .003

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;

**COMMITMENT FOR TITLE INSURANCE
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TXDOTCONNECT Parcel No. P00066031.001, .002 and .003

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.);

**COMMITMENT FOR TITLE INSURANCE
EXHIBIT "A"
LEGAL DESCRIPTION**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

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TXDOTCONNECT Parcel No. P00066031.001, .002 and .003

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;

**COMMITMENT FOR TITLE INSURANCE
EXHIBIT "A"
LEGAL DESCRIPTION**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

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TXDOTCONNECT Parcel No. P00066031.001, .002 and .003

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;

**COMMITMENT FOR TITLE INSURANCE
EXHIBIT "A"
LEGAL DESCRIPTION**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exhibit

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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.

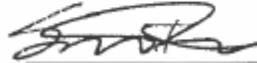
Note: Survey Plat to accompany this legal description.

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.

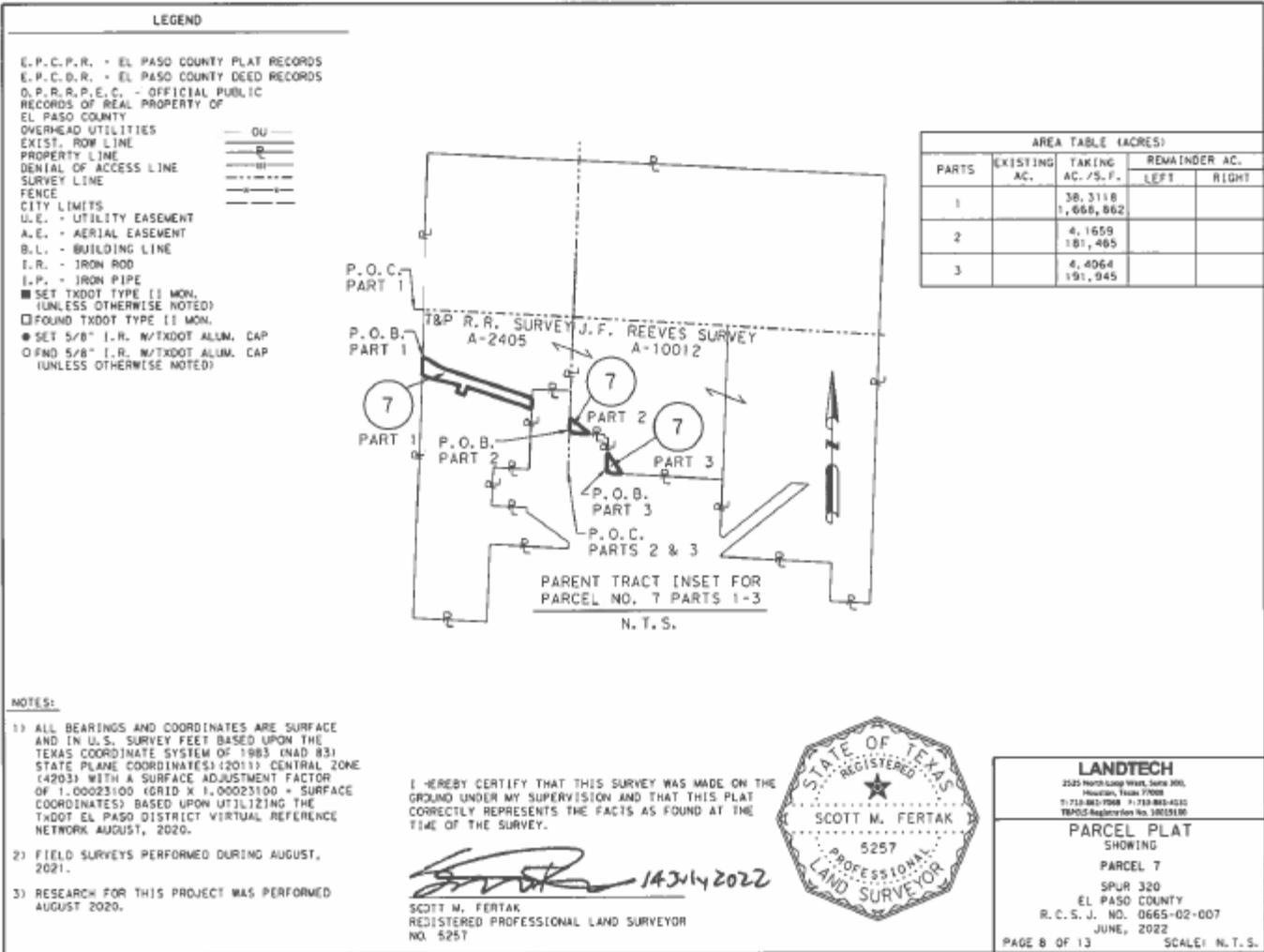
I, Scott M. Fertak, a Registered Professional Land Surveyor, do hereby certify that this property description is a true and correct representation of a survey made on the ground, under my direction and supervision.



 14 July 2022
Scott M. Fertak
Registered Professional Land Surveyor
No. 5257

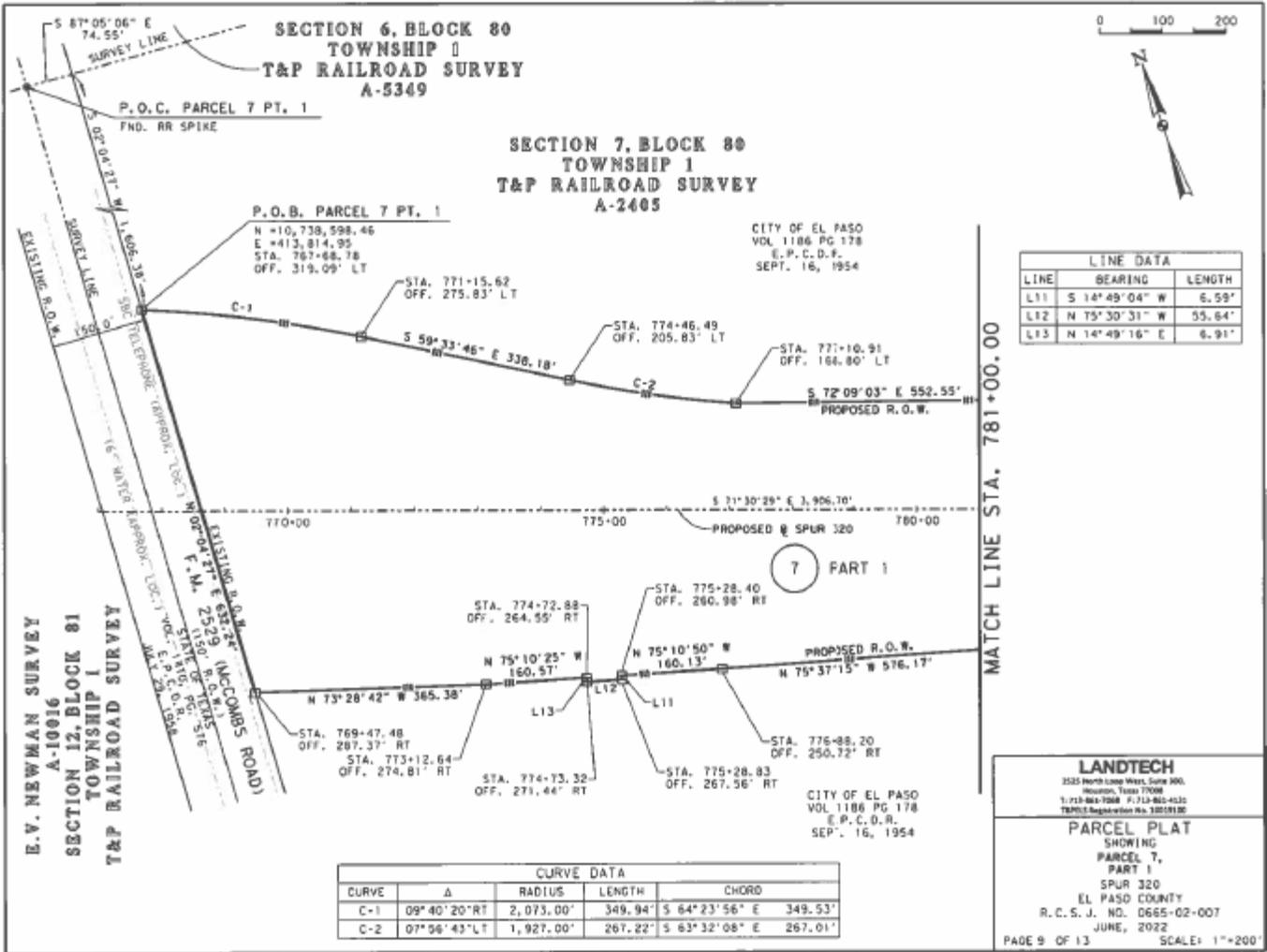
**COMMITMENT FOR TITLE INSURANCE
EXHIBIT "A"
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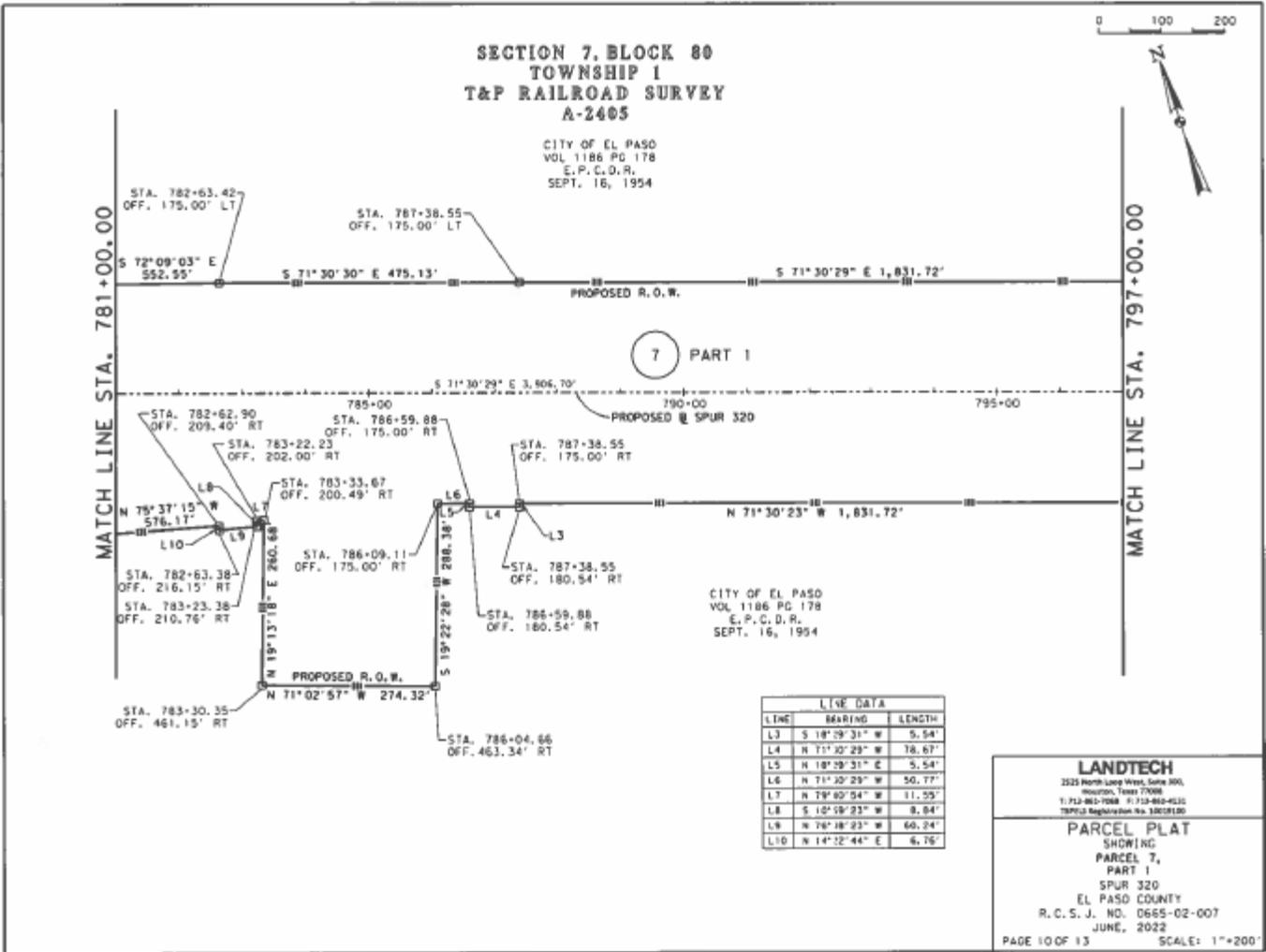
**COMMITMENT FOR TITLE INSURANCE
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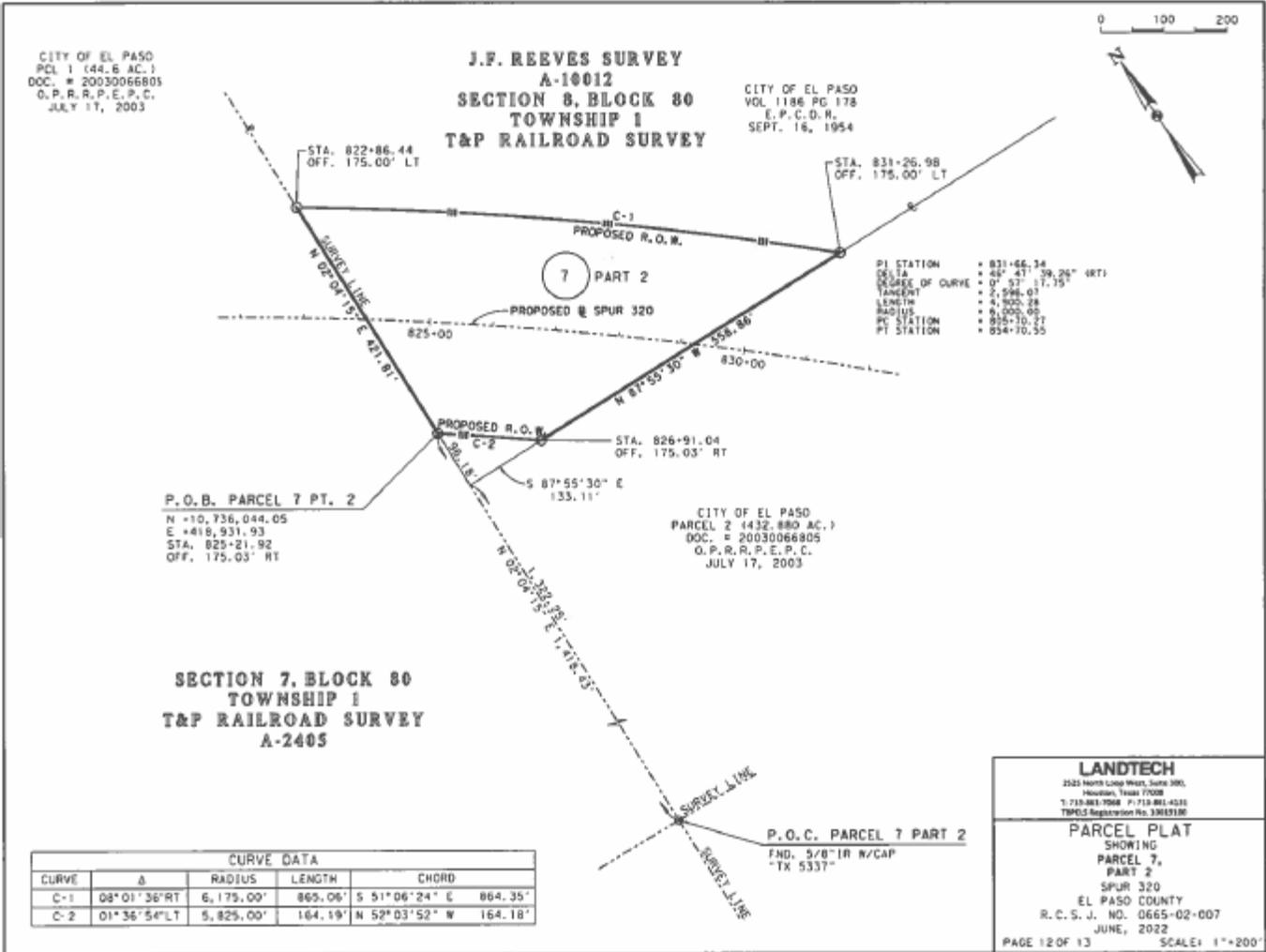
**COMMITMENT FOR TITLE INSURANCE
EXHIBIT "A"
LEGAL DESCRIPTION**

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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 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 Producers 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

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



F. H. Eppinger

Frederick H. Eppinger
President and CEO

David Hisey

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.: 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.

**COMMITMENT FOR TITLE INSURANCE
EXHIBIT "A"
LEGAL DESCRIPTION**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

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;

**COMMITMENT FOR TITLE INSURANCE
EXHIBIT "A"
LEGAL DESCRIPTION**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exhibit

August, 2021

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TXDOTCONNECT Parcel No. P00066032.001, .002 and .003

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.;

**COMMITMENT FOR TITLE INSURANCE
EXHIBIT "A"
LEGAL DESCRIPTION**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exhibit

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TXDOTCONNECT Parcel No. P00066032.001, .002 and .003

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;

**COMMITMENT FOR TITLE INSURANCE
EXHIBIT "A"
LEGAL DESCRIPTION**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exhibit

August, 2021
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TXDOTCONNECT Parcel No. P00066032.001, .002 and .003

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;

**COMMITMENT FOR TITLE INSURANCE
EXHIBIT "A"
LEGAL DESCRIPTION**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

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TXDOTCONNECT Parcel No. P00066032.001, .002 and .003

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;

**COMMITMENT FOR TITLE INSURANCE
EXHIBIT "A"
LEGAL DESCRIPTION**

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STEWART TITLE GUARANTY COMPANY

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TXDOTCONNECT Parcel No. P00066032.001, .002 and .003

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;

**COMMITMENT FOR TITLE INSURANCE
EXHIBIT "A"
LEGAL DESCRIPTION**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exhibit

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TXDOTCONNECT Parcel No. P00066032.001, .002 and .003

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;

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TXDOTCONNECT Parcel No. P00066032.001, .002 and .003

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.

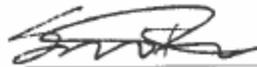
Note: Survey Plat to accompany this legal description.

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.

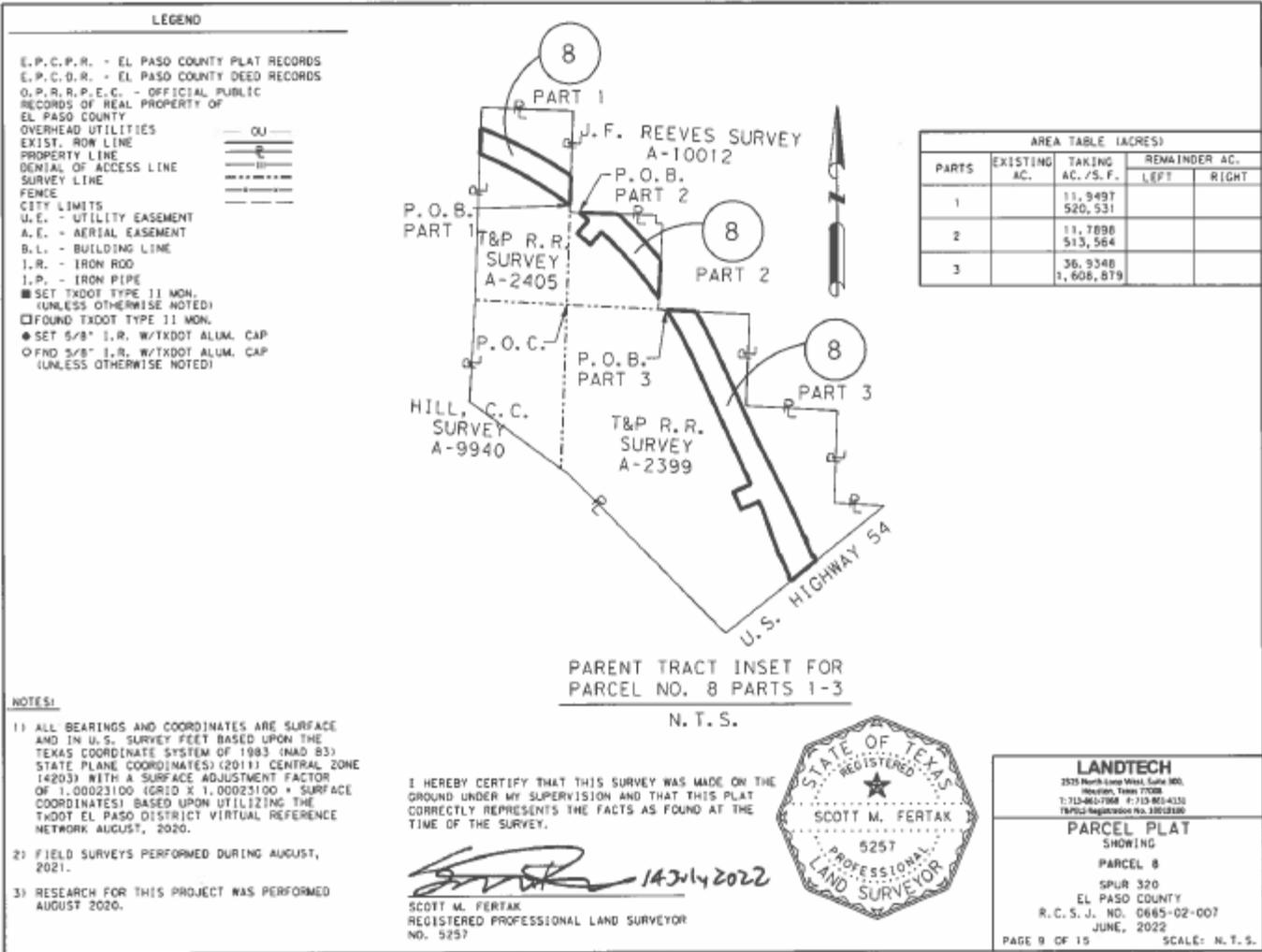
I, Scott M. Fertak, a Registered Professional Land Surveyor, do hereby certify that this property description is a true and correct representation of a survey made on the ground, under my direction and supervision.



 14 July 2022
Scott M. Fertak
Registered Professional Land Surveyor
No. 5257

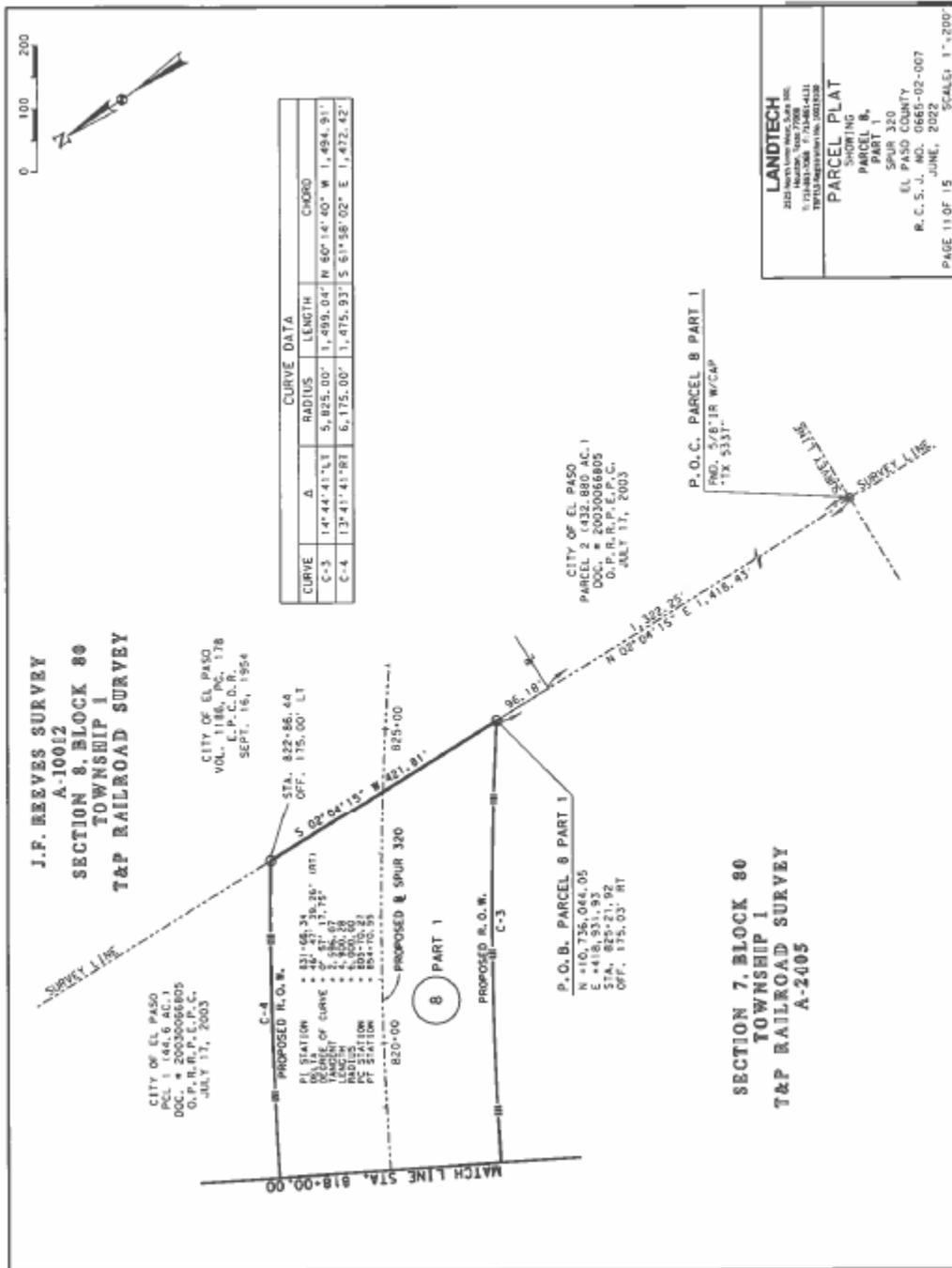
**COMMITMENT FOR TITLE INSURANCE
EXHIBIT "A"
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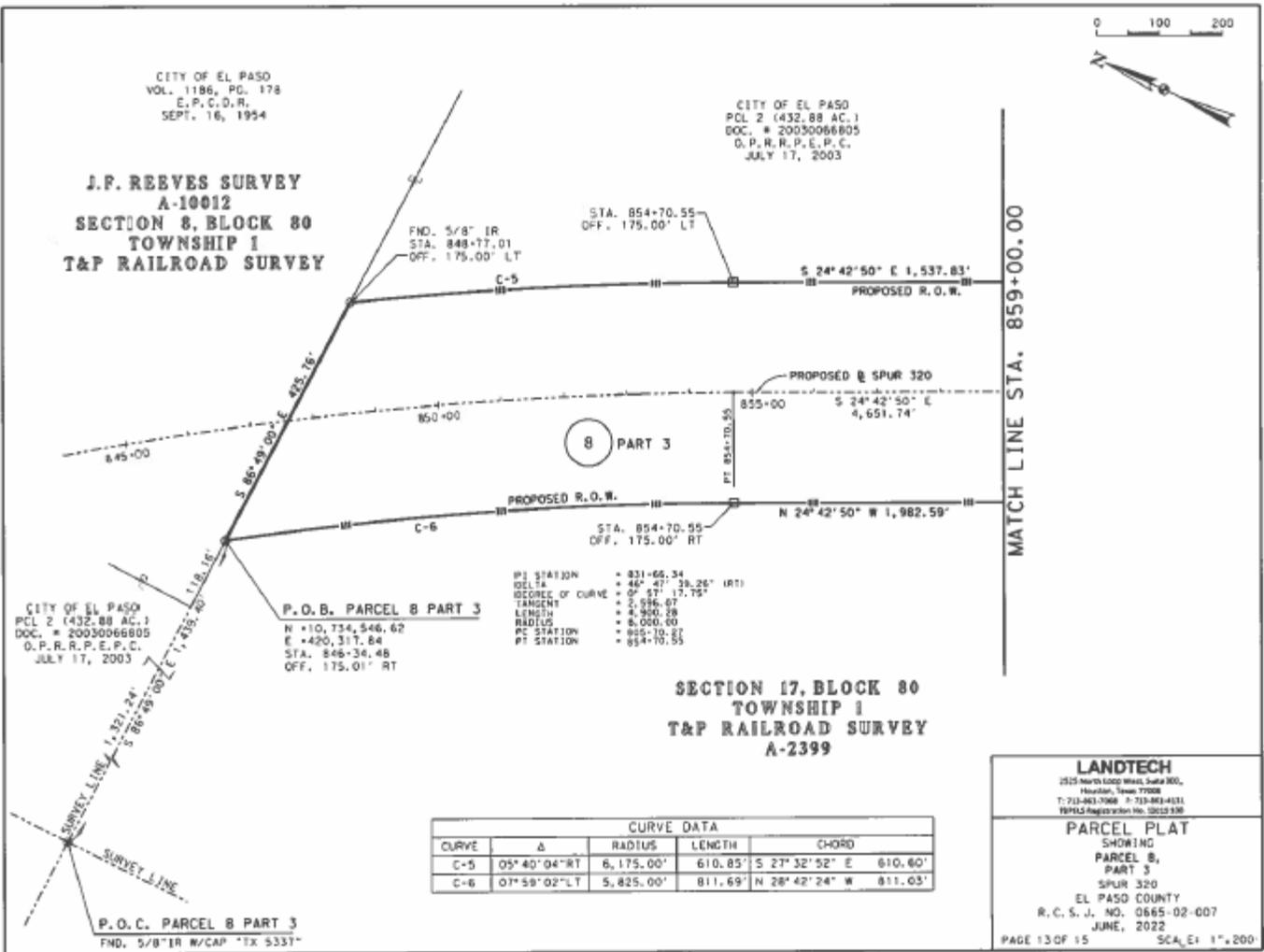
COMMITMENT FOR TITLE INSURANCE EXHIBIT "A" LEGAL DESCRIPTION

ISSUED BY
STEWART TITLE GUARANTY COMPANY



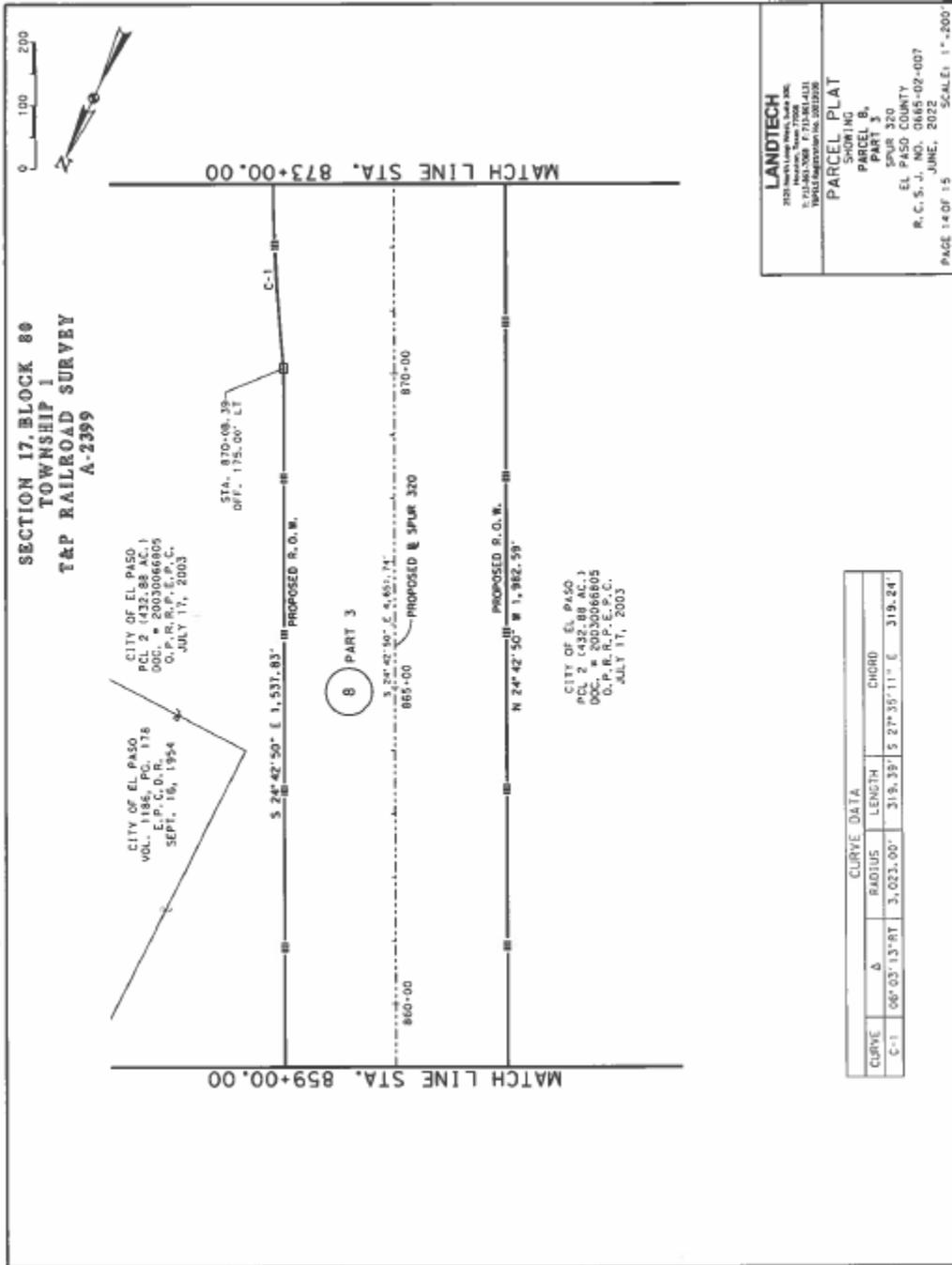
**COMMITMENT FOR TITLE INSURANCE
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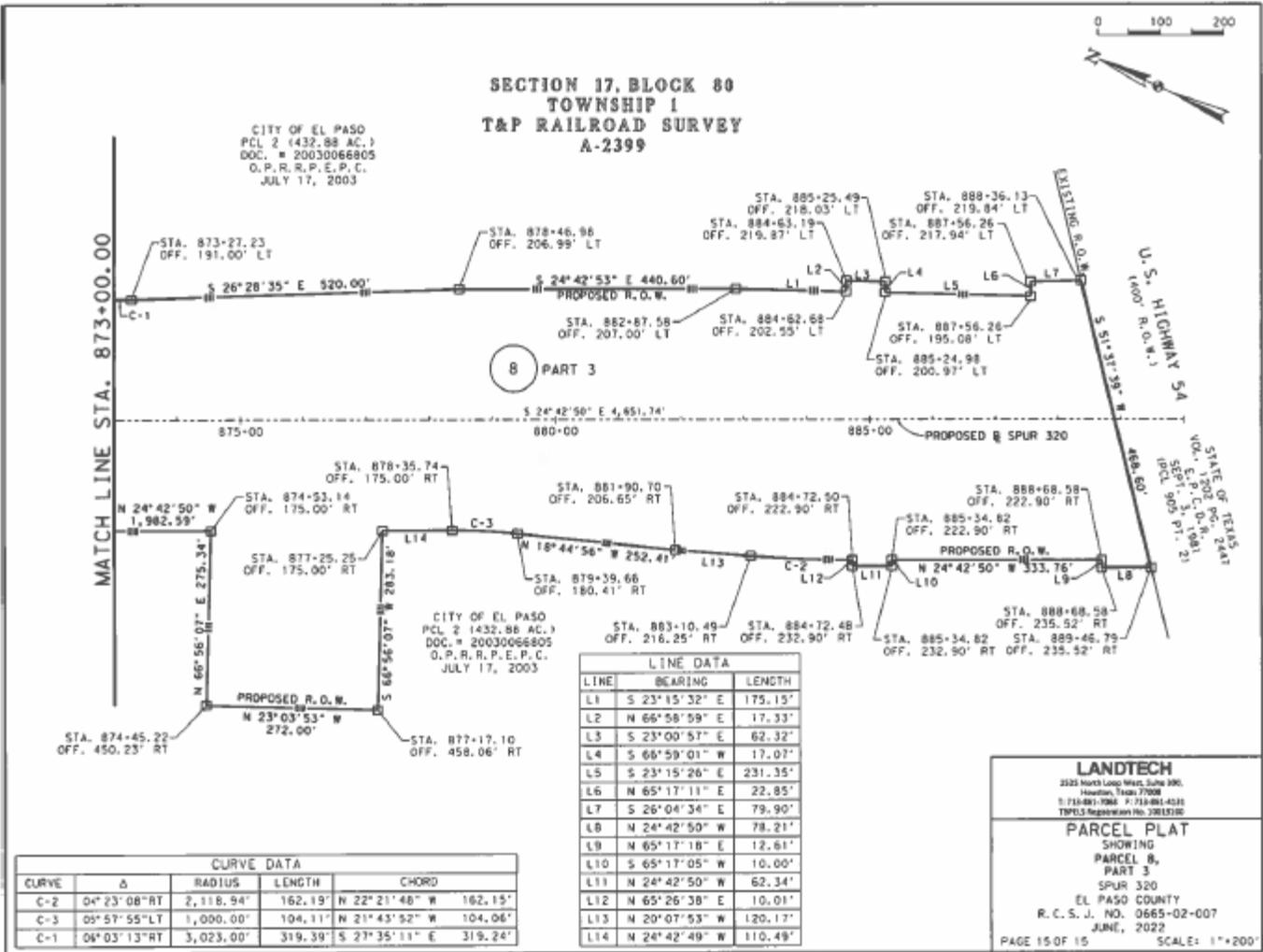
COMMITMENT FOR TITLE INSURANCE EXHIBIT "A" LEGAL DESCRIPTION

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) 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 Producers 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

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



Frederick H. Eppinger
Frederick H. Eppinger
President and CEO

David Hisey
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.: 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.

**COMMITMENT FOR TITLE INSURANCE
EXHIBIT "A"
LEGAL DESCRIPTION**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

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;

**COMMITMENT FOR TITLE INSURANCE
EXHIBIT "A"
LEGAL DESCRIPTION**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

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.

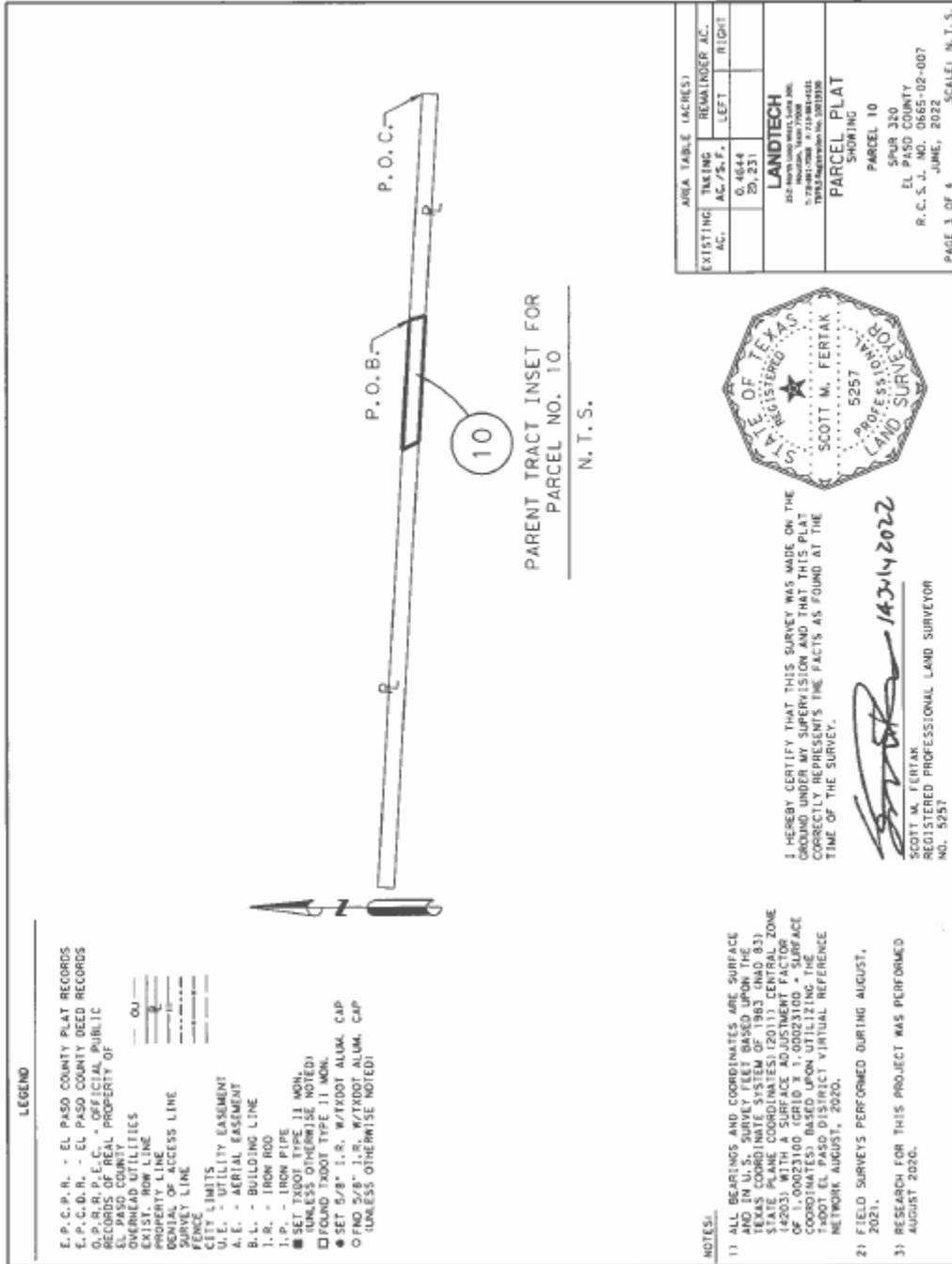
I, Scott M. Fertak, a Registered Professional Land Surveyor, do hereby certify that this property description is a true and correct representation of a survey made on the ground, under my direction and supervision.



 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 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

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



Fred H. Eppinger

Frederick H. Eppinger
President and CEO

David Hisey

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.

**COMMITMENT FOR TITLE INSURANCE
EXHIBIT "A"
LEGAL DESCRIPTION**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

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 I:

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;

**COMMITMENT FOR TITLE INSURANCE
EXHIBIT "A"
LEGAL DESCRIPTION**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exhibit

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Parcel 11
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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 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;

**COMMITMENT FOR TITLE INSURANCE
EXHIBIT "A"
LEGAL DESCRIPTION**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exhibit

August, 2021

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TXDOTCONNECT Parcel No. P00066035.001 and .002

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;

**COMMITMENT FOR TITLE INSURANCE
EXHIBIT "A"
LEGAL DESCRIPTION**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exhibit

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TXDOTCONNECT Parcel No. P00066035.001 and .002

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;

**COMMITMENT FOR TITLE INSURANCE
EXHIBIT "A"
LEGAL DESCRIPTION**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Exhibit

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TXDOTCONNECT Parcel No. P00066035.001 and .002

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;

**COMMITMENT FOR TITLE INSURANCE
EXHIBIT "A"
LEGAL DESCRIPTION**

ISSUED BY
STEWART TITLE GUARANTY COMPANY

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.

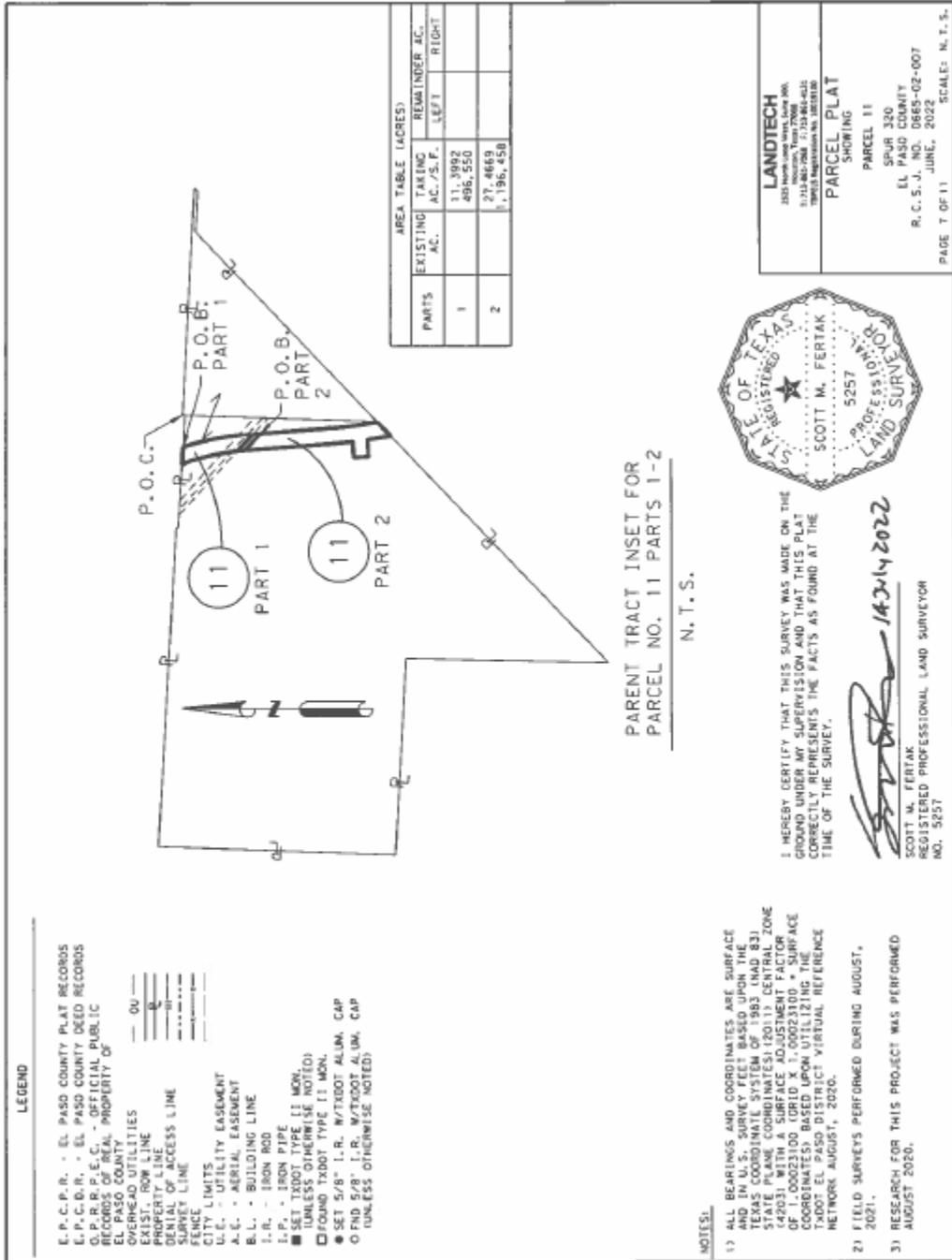


 14 July 2022

Scott M. Fertak
Registered Professional Land Surveyor
No. 5257

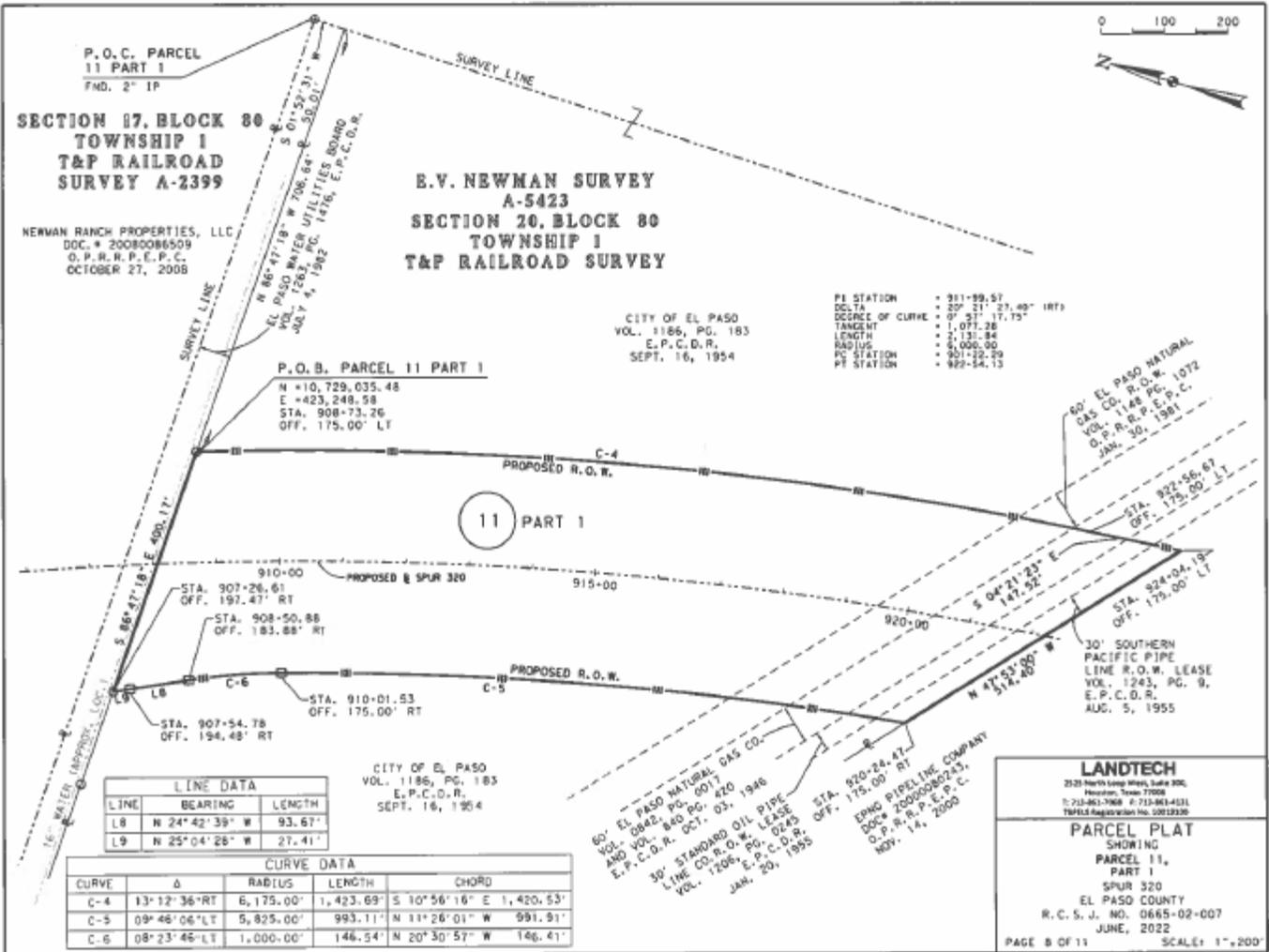
COMMITMENT FOR TITLE INSURANCE EXHIBIT "A" LEGAL DESCRIPTION

ISSUED BY
STEWART TITLE GUARANTY COMPANY



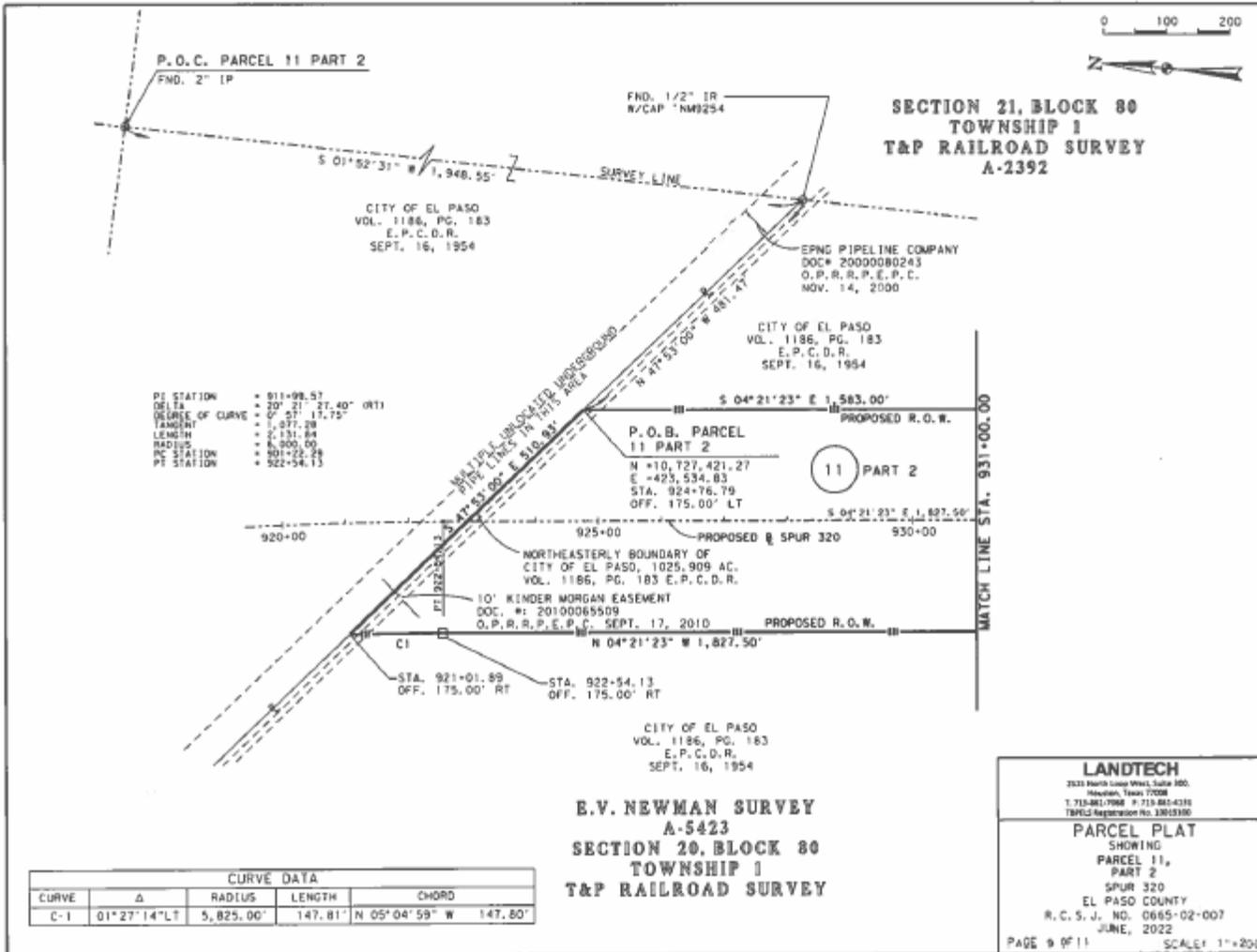
**COMMITMENT FOR TITLE INSURANCE
EXHIBIT "A"
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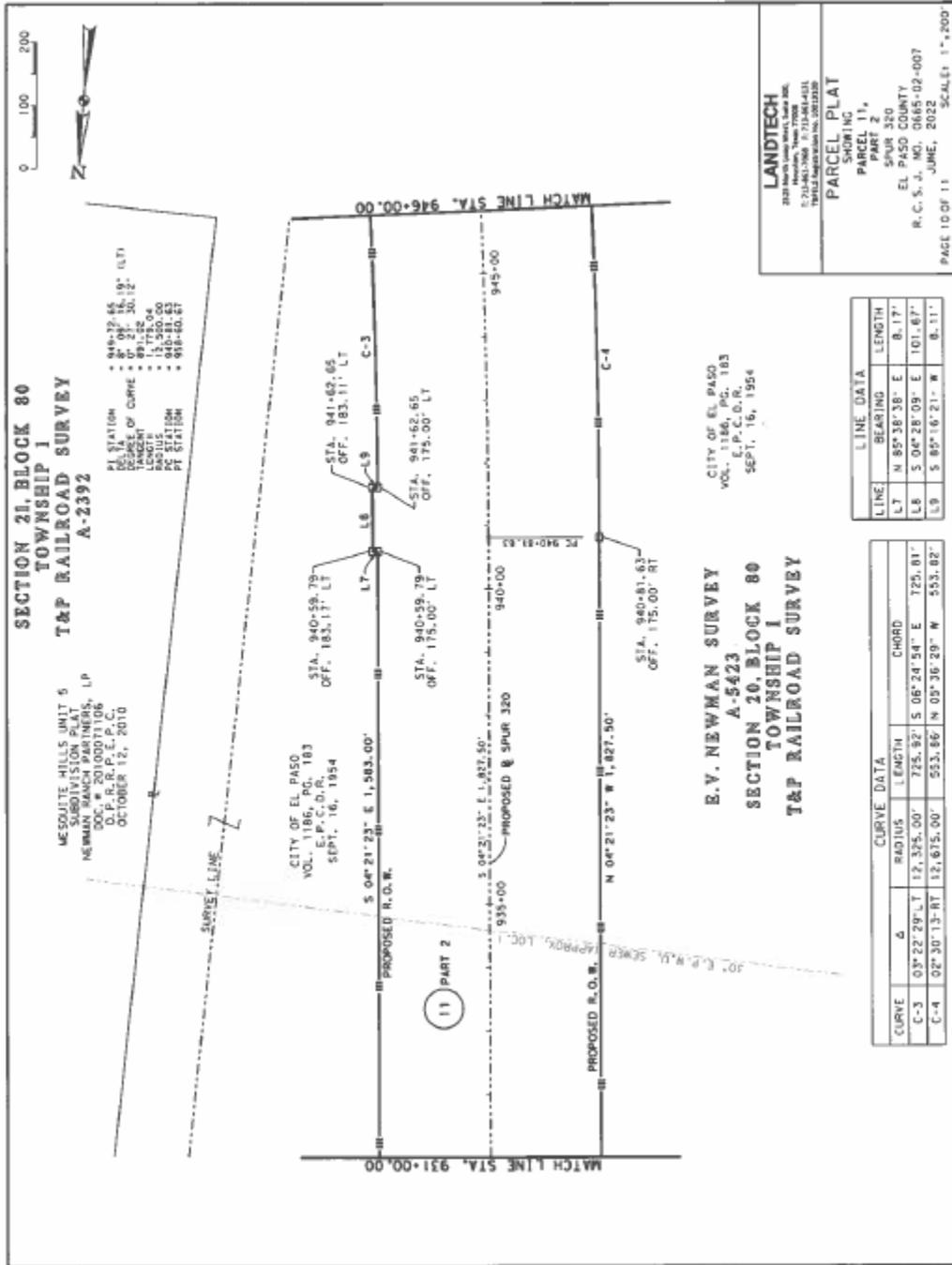
**COMMITMENT FOR TITLE INSURANCE
EXHIBIT "A"
LEGAL DESCRIPTION**

ISSUED BY
STEWART TITLE GUARANTY COMPANY



COMMITMENT FOR TITLE INSURANCE EXHIBIT "A" LEGAL DESCRIPTION

ISSUED BY
STEWART TITLE GUARANTY COMPANY



**SECTION 21, BLOCK 80
TOWNSHIP 1
T&P RAILROAD SURVEY
A-2392**

MESQUITE HILLS UNIT 5
SUBDIVISION PLAT
NEWMAN RANCH PARTNERS, LP
DOC. # 20100011106
D.P. R. P. E. P. C.
OCTOBER 12, 2010

PL STATION
• 84+72.65 18° 43.71
• 0+21.30 12°
DEGREE OF CURVE
• 89.17 24
• 171.82
• 15,540.00
RADIUS
• 818+80.83
PT STATION

CITY OF EL PASO
VOL. 1186, PG. 183
E.P.C.D.R.
SEPT. 16, 1954

**E.V. NEWMAN SURVEY
A-5423
SECTION 20, BLOCK 80
TOWNSHIP 1
T&P RAILROAD SURVEY**

CITY OF EL PASO
VOL. 1186, PG. 183
E.P.C.D.R.
SEPT. 16, 1954

CURVE DATA		CHORD	
CURVE	Δ	RADIUS	LENGTH
C-3	03°22'29" LT	17,325.00'	725.92'
C-4	02°30'13" RT	12,675.00'	553.86'

LINE DATA		
LINE	BEARING	LENGTH
L7	N 85°36'38" E	8.17'
L8	S 04°28'09" E	101.67'
L9	S 80°16'21" W	8.11'

LANDTECH
2525 North Loop West, Suite 800
El Paso, Texas 79906
TEL: 915.762.1100 FAX: 915.762.1111
TITLE INFORMATION NO. 0012309

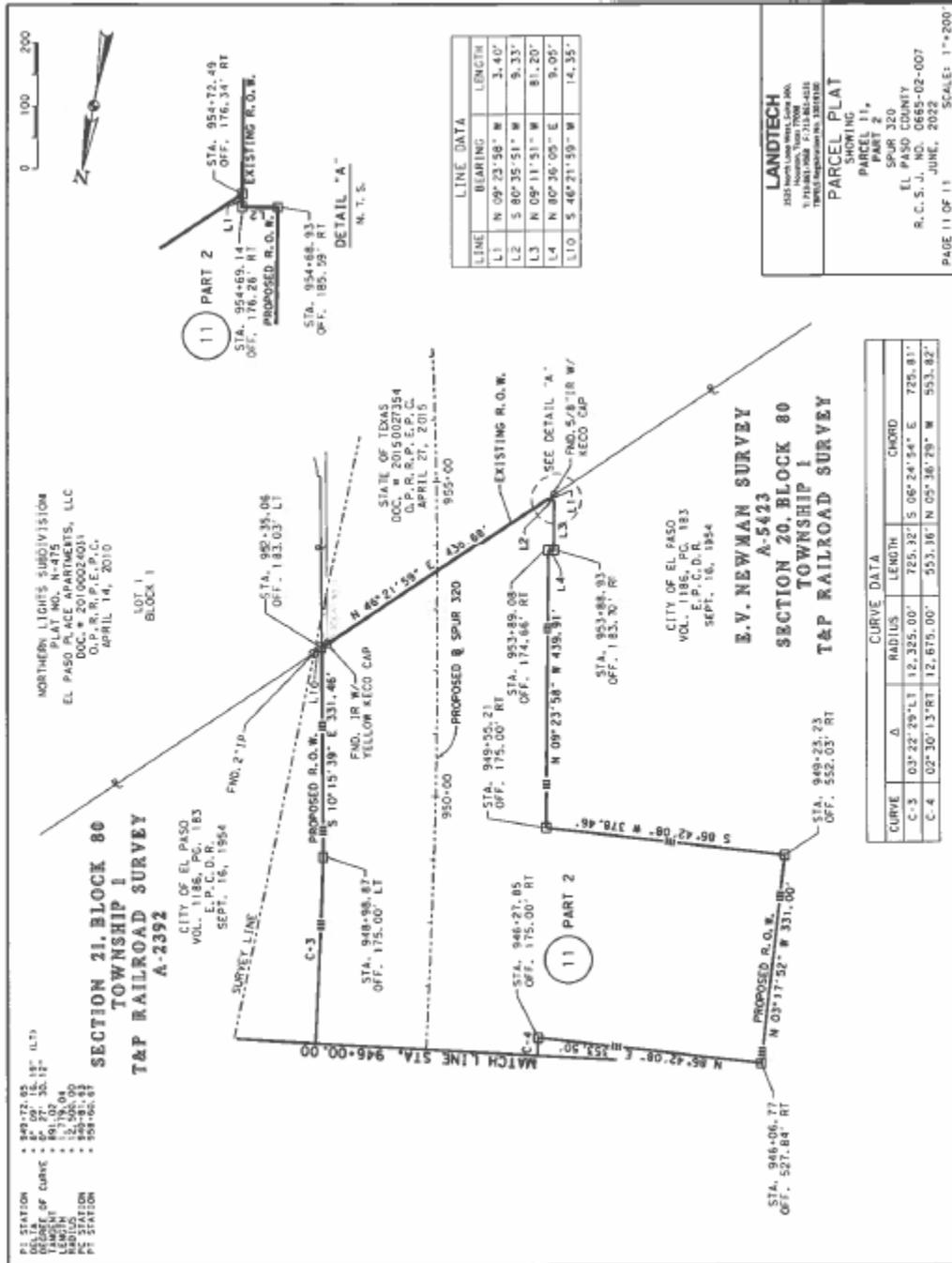
**PARCEL PLAT
SHOWING
PARCEL 11,
PART 2**

SPUR 320
EL PASO COUNTY
R. C. S. J. MO. 0665-02-007
JUNE, 2022

PAGE 10 OF 11 SCALE: 1"=200'

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 Producers 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.)

COMMITMENT FOR TITLE INSURANCE SCHEDULE B

ISSUED BY
STEWART TITLE GUARANTY COMPANY

- 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

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

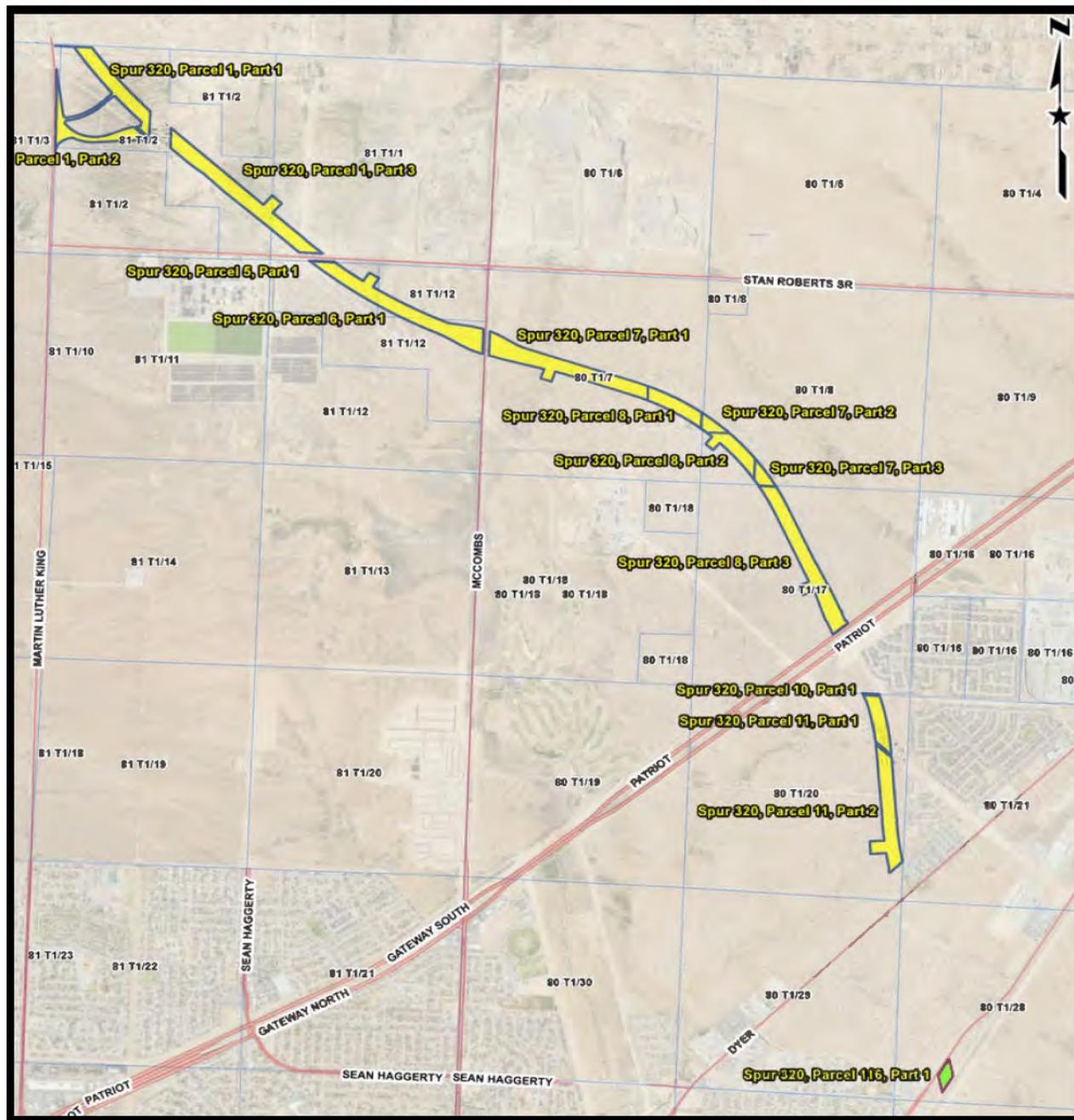
NAYS: 0



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



Sale of Real Property – EPWater Northeast



- TxDOT- Borderland Expressway Phases II and III

- \$7,528,957