

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

DEPARTMENT: El Paso Water Utilities Public Service Board (EPWater)

INTRODUCTION DATE: _____, 2023

PUBLIC HEARING DATE: _____, 2023

CONTACT PERSON/PHONE: Alex Vidales, EPWater Assistant Utility Land and Water Rights Manager, 594-5636

DISTRICT(S) AFFECTED: 4

SUBJECT: No. 7: Enhance and Sustain El Paso's Infrastructure Network

Authorizing the City Manager to sign a Deed and any other documents necessary to convey to the State of Texas, acting by and through the Texas Transportation Commission, approximately 37.9194 acres of land being described as portions of Sections 21, 28, and 29, Block 80, Township 1, Texas and Pacific Railroad Company Surveys, City of El Paso, El Paso County, Texas.

(District 4) EPWater, Alex Vidales, Assistant Utility Land and Water Rights Manager. (915) 594-5636.

BACKGROUND / DISCUSSION:

On April 18, 2023, EPWater received an initial offer of \$912,112.00, from the Texas Department of Transportation, to purchase approximately 37.9194 acres of land being described as portions of Sections 21, 28, and 29, Block 80, Township 1, Texas and Pacific Railroad Company Surveys, City of El Paso, El Paso County, Texas for the construction of Highway Spur 320, also known as the Borderland Expressway Project.

On May 24, 2023, EPWater received an administrative settlement approval of \$2,535,688.98 for the purchase of approximately 37.9194 acres of land being described as portions of Sections 21, 28, and 29, Block 80, Township 1, Texas and Pacific Railroad Company Surveys, City of El Paso, El Paso County, Texas for the construction of Highway Spur 320, also known as the Borderland Expressway Project.

PRIOR COUNCIL ACTION:

Has the Council previously considered this item or a closely related one?

On June 26, 2018, the City Council approved a conveyance of 3.3835 acres of land to the State of Texas, acting by and through the Texas Transportation Commission for \$652,129.00, as part of the State Loop 375, Border West Expressway Project.

AMOUNT AND SOURCE OF FUNDING: N/A

BOARD / COMMISSION ACTION:

On June 14, 2023, The Public Service Board determined approximately 37.9194 acres of land being described as portions of Sections 21, 28, and 29, Block 80, Township 1, Texas and Pacific Railroad Company Surveys, City of El Paso, El Paso County, Texas (the "Property"), to be inexpedient to the water, wastewater and drainage utility systems and that the Property should be sold in accordance with state law.

AFTER EXECUTION OF ALL DOCUMENTS, PLEASE CONTACT ALEX VIDALES AT 594-5636 TO PICK UP THE DOCUMENTS. THANK YOU.

ORDINANCE NO. _____

AN ORDINANCE AUTHORIZING THE CITY MANAGER TO SIGN A DEED AND ANY OTHER DOCUMENTS NECESSARY TO CONVEY APPROXIMATELY 37.9194 ACRES OF LAND SITUATED IN PORTIONS OF SECTIONS 21, 28 AND 29, BLOCK 80, TOWNSHIP 1, TEXAS AND PACIFIC RAILROAD COMPANY SURVEYS, CITY OF EL PASO, EL PASO COUNTY, TEXAS.

WHEREAS, the El Paso Water Utilities Public Service Board (“*EPWater*”), for and on behalf of the City of El Paso, a Texas municipal corporation, holds certain real properties in its land inventory as part of its water, wastewater and drainage utility systems (collectively the “*System*”); and,

WHEREAS, at its regular meeting on June 14, 2023, the Public Service Board determined approximately 37.9194 acres of land being described as portions of Sections 21, 28, and 29, Block 80, Township 1, Texas and Pacific Railroad Company Surveys, City of El Paso, El Paso County, Texas (the “*Property*”), to be inexpedient to the water, wastewater and drainage utility systems and that the *Property* should be sold in accordance with state law; and,

WHEREAS, the State of Texas has agreed to purchase the *Property* for the amount of \$2,535,688.98; 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 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, to convey the following identified real property:

Approximately 37.9194 acres of land being described as portions of Sections 21, 28, and 29, Block 80, Township 1, Texas and Pacific Railroad Company Surveys, City of El Paso, El Paso County, Texas and as more particularly described in Exhibit “A” attached hereto and made a part hereof for all purposes.

PASSED AND APPROVED this ____ day of _____, 2023.

(Signatures begin on following page)

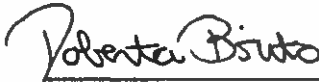
CITY OF EL PASO

Oscar Leeser,
Mayor

ATTEST:

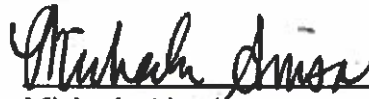
Laura D. Prine
City Clerk

APPROVED AS TO FORM:



Roberta Brito
Assistant City Attorney

APPROVED AS TO FORM:



Michaela Ainsa
Senior Assistant General Counsel

NOTICE OF CONFIDENTIALITY RIGHTS: IF YOU ARE A NATURAL PERSON, YOU MAY REMOVE OR STRIKE ANY OR ALL OF THE FOLLOWING INFORMATION FROM ANY INSTRUMENT THAT TRANSFERS AN INTEREST IN REAL PROPERTY BEFORE IT IS FILED FOR RECORD IN THE PUBLIC RECORDS: YOUR SOCIAL SECURITY NUMBER OR YOUR DRIVER'S LICENSE NUMBER.



DEED

TxDOT ROW CSJ: 0665-02-003

TxDOT Parcel ID: P00065987

Grantor(s), whether one or more:

THE CITY OF EL PASO for the use and benefit of its PUBLIC SERVICE BOARD (EL PASO WATER UTILITIES)

Grantor's Mailing Address (including county):

1154 Hawkins
El Paso, Texas 79925
El Paso County

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):

P.O. Box 5075
Austin, Texas 78763-5075
Travis County

Consideration:

The sum of TWO MILLION FIVE HUNDRED THIRTY-FIVE THOUSAND SIX HUNDRED EIGHTY-EIGHT and 98/100 DOLLARS (\$2,535,688.98) to Grantor in hand paid by Grantee, receipt of which is hereby acknowledged, and for which no lien is retained, either expressed or implied. **The consideration recited herein represents a settlement and compromise by all parties as to the value of the property herein conveyed in order to avoid formal ED proceedings and the added expenses of litigation.**

Property:

All of that certain tract or parcel of land in El Paso County, Texas, being more particularly described in the attached Exhibit A (the "Property").

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.

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:

Grantor covenants and agrees to remove the Retained Improvements from the Property by N/A day of N/A 20N/A, subject to such extensions of time as may be granted by Grantee in writing. In the event Grantor fails, for any reason, to remove the Retained Improvements within the time prescribed, then, without further consideration, title to all or part of such Retained Improvements not so removed shall pass to and vest in Grantee, its successors and assigns, forever.

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:

THE CITY OF EL PASO

Col. Cary Westin,
Interim City Manager of THE CITY OF EL PASO

PUBLIC SERVICE BOARD (EL PASO
WATER UTILITIES)



John E. Balliew
Its: President/CEO

Corporate Acknowledgment

State of Texas

County of El Paso

This instrument was acknowledged before me on _____
by _____,
of _____,
, a _____, on behalf of said entity. The
acknowledging person personally appeared by:

physically appearing before me.

appearing by an interactive two-way audio and video communication that meets the requirements for online notarization under Texas Government Code, Chapter 406, Subchapter C.

Notary Public's Signature

Corporate Acknowledgment

State of Texas

County of El Paso

This instrument was acknowledged before me on July 13th, 2023
by John E. Balliew, President/CEO of the Public Service Board (El Paso Water Utilities), on behalf of the Public
Service Board (El Paso Water Utilities). The acknowledging person(s) personally appeared by:

physically appearing before me.

appearing by an interactive two-way audio and video communication that meets the requirements for
online notarization under Texas Government Code chapter 406, subchapter C.



[Signature]
Notary Public's Signature

AFTER RECORDING, RETURN TO:

Silvia Garcia
El Paso Project Delivery Office
13301 Gateway Blvd. West
El Paso, Texas 79928

Exhibit A

August, 2021
Revised January 2023
Parcel 15
Page 1 of 8

TXDOTCONNECT Parcel No. P00065987.001

HIGHWAY: Spur 320
LIMITS: From Texas and New Mexico State Line to Loop 375
COUNTY: El Paso
ACCOUNT NO.:
ROW CSJ: 0665-02-003
OWNER: The City of El Paso

Property Description for Parcel 15

Being 1,651,769 square feet or 37.9194 acres of land situated in the E. V. Newman Survey, Abstract No. 5424, Sections 21, 28 and 29, 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 1, 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 2-inch iron pipe found for the common corner of Sections 20, 21, 28 and 29, Block 80, Township 1, said Texas and Pacific Railroad Company Surveys;

THENCE, South 01°59'29" West, with the common boundary of Sections 28 and 29, said Block 80, at a distance of 11.57 feet pass the northwesterly right-of-way of Dyer Street originally known as U.S. Highway 54 (Business), a 100 feet wide right-of-way as described by deed recorded in Volume 608, Page 173 and Page 175, Volume 609, Page 104 and Page 105, El Paso County Deed Records (E.P.C.D.R.) continuing for a total distance of 154.54 feet to a 5/8-inch iron rod with TxDOT aluminum cap set on the southeasterly right-of-way line of said Dyer Street for a northerly corner and **POINT OF BEGINNING** of the herein described parcel, having coordinates of N=10,723,619.84 and E=423,777.77, located 59.06 feet right of proposed Borderland Expressway Baseline Station 962+87.63;

1. **THENCE**, North 46°22'26" East, with said southeasterly right-of-way of Dyer Street, a distance of 273.39 feet to a TxDOT Type II brass cap monument found on the easterly right-of-way line of the proposed Spur 320, for the most northerly corner of the herein described parcel and the beginning of a Denial of Access Line, located 175.00 feet left of proposed Borderland Expressway Baseline Station 961+46.35;
2. **THENCE**, South 12°30'39" East, with said proposed easterly right-of-way line and Denial of Access Line, a distance of 1,525.60 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 976+71.95;

CONTINUING with said proposed right-of-way and Denial of Access Line of the proposed Spur 320 the following calls, each to a TxDOT Type II brass cap monument found for a corner of the herein described parcel;

3. **THENCE** North 77°29'21" East, a distance of 28.24 feet, located 203.24 feet left of proposed Spur 320 Baseline Station 976+71.95;
4. **THENCE** South 12°30'39" East, a distance of 56.09 feet, located 203.24 feet left of proposed Spur 320 Baseline Station 977+28.05;
5. **THENCE** South 77°29'21" West, a distance of 28.24 feet, located 175.00 feet left of proposed Spur 320 Baseline Station 977+28.05;
6. **THENCE**, South 12°30'39" East, a distance of 743.76 feet, located 175.00 feet left of proposed Spur 320 Baseline Station 984+71.81;
7. **THENCE**, North 77°29'21" East, a distance of 28.00 feet, located 203.00 feet left of proposed Spur 320 Baseline Station 984+71.81;
8. **THENCE**, South 12°30'39" East, a distance of 49.91 feet, located 203.00 feet left of proposed Spur 320 Baseline Station 985+21.71;
9. **THENCE**, South 77°29'21" West, a distance of 28.00 feet located 175.00 feet left of proposed Spur 320 Baseline Station 985+21.71;
10. **THENCE**, South 12°30'39" East, a distance of 1,710.87 feet, located 175.00 feet left of proposed Spur 320 Baseline Station 1002+32.58;
11. **THENCE**, North 77°29'21" East, a distance of 45.00 feet, located 220.00 feet left of proposed Spur 320 Baseline Station 1002+32.58;
12. **THENCE**, South 12°30'39" East, continuing with said proposed easterly right-of-way and Denial of Access Line, a distance of 55.05 feet to a TxDOT Type II brass cap monument found on the northwesterly right-of-way line of Railroad Drive, a 120 feet wide right-of-way as described by deed recorded in Volume 1626, Page 295 E.P.C.D.R., for a southeasterly corner of the herein described parcel and the end of said Denial of Access Line, located 220.00 feet left of proposed Spur 320 Baseline Station 1002+87.63;
13. **THENCE**, South 31°31'50" West, with said northwesterly right-of-way line of Railroad Drive, a distance of 621.49 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 the beginning of a Denial of Access Line, located 212.04 feet right of proposed Spur 320 Baseline Station 1007+34.38;

14. **THENCE** North 12°30'39" West, with said proposed westerly right-of-way and Denial of Access Line, a distance of 90.11 feet to a TxDOT Type II brass cap monument found for a westerly corner of the herein described parcel, located 212.04 feet right of proposed Spur 320 Baseline Station 1006+44.27;

CONTINUING with said proposed westerly right-of-way and Denial of Access Line, the following calls, each to a TxDOT Type II brass cap monument found for a westerly corner of the herein described parcel;

15. **THENCE** North 78°01'44" East, a distance of 22.00 feet, located 190.05 feet right of proposed Spur 320 Baseline Station 1006+44.48;
16. **THENCE** North 11°58'16" West, a distance of 198.02 feet, located 188.18 feet right of proposed Spur 320 Baseline Station 1004+46.47;
17. **THENCE** South 77°58'25" West, a distance of 10.00 feet, located 198.18 feet right of proposed Spur 320 Baseline Station 1004+46.39;
18. **THENCE** North 12°26'14" West, a distance of 55.78 feet, located 198.11 feet right of proposed Spur 320 Baseline Station 1003+90.60;
19. **THENCE**, North 71°55'16" East, a distance of 10.05 feet, located 188.11 feet right of proposed Spur 320 Baseline Station 1003+89.63;
20. **THENCE**, North 12°26'14" West, a distance of 808.02 feet, located 187.07 feet right of proposed Spur 320 Baseline Station 995+81.61;
21. **THENCE**, South 76°44'07" West, a distance of 353.86 feet, located 540.90 feet right of proposed Spur 320 Baseline Station 995+86.27;
22. **THENCE**, North 13°15'53" West, a distance of 279.00 feet, located 544.57 feet right of proposed Spur 320 Baseline Station 993+07.29;
23. **THENCE**, North 76°44'07" East, a distance of 360.70 feet, located 183.91 feet right of proposed Spur 320 Baseline Station 993+02.54;
24. **THENCE**, North 12°36'35" West, continuing with said westerly right-of-way and Denial of Access Line, a distance of 2,936.50 feet to a TxDOT Type II brass cap monument found on the southeasterly right-of-way line of said Dyer Street, for a northerly corner of the herein described parcel and end of said Denial of Access Line, located 188.98 feet right of proposed Spur 320 Baseline Station 963+66.05;

25. **THENCE**, North 46°22'26" East, with said southeasterly right-of-way of Dyer Street, a distance of 151.75 feet to the **POINT OF BEGINNING** and containing 1,651,769 square feet or 37.9194 acres of the herein described Parcel. 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.



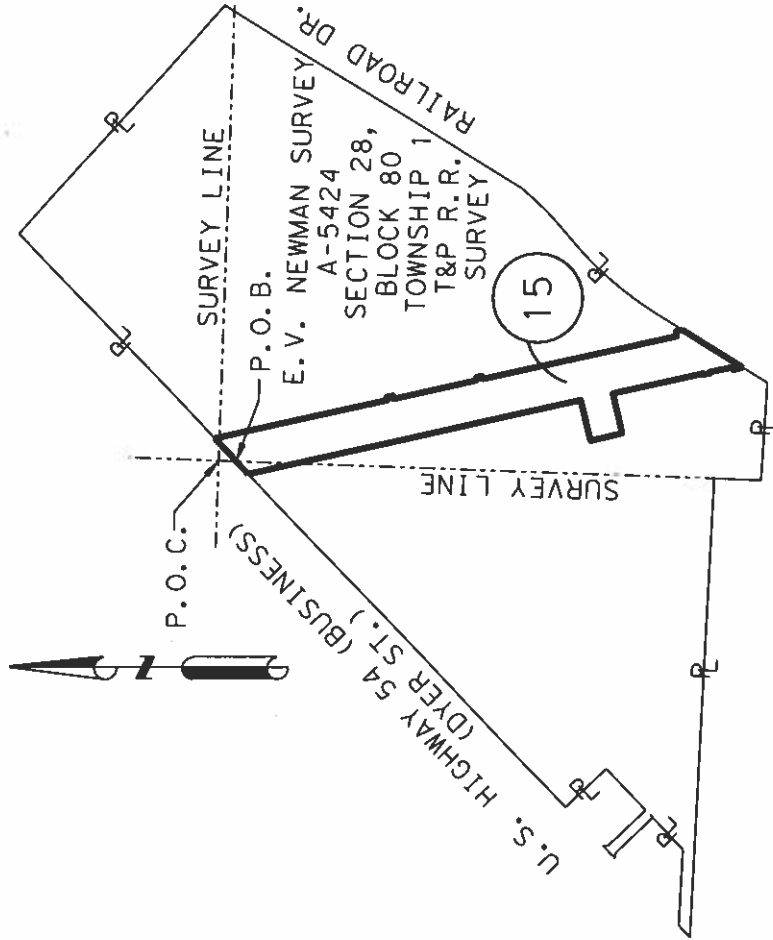
Scott M. Fertak 18 JAN 2023

Scott M. Fertak
Registered Professional Land Surveyor
No. 5257

Revised 18 Jan 2023

LEGEND

- E.P.C.P.R. - EL PASO COUNTY PLAT RECORDS
- E.P.C.D.R. - EL PASO COUNTY DEED RECORDS
- O.P.R.P.E.C. - OFFICIAL PUBLIC RECORDS OF REAL PROPERTY OF EL PASO COUNTY
- OVERHEAD UTILITIES
- EXIST. ROW LINE
- PROPERTY LINE
- DENIAL OF ACCESS LINE
- SURVEY LINE
- 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. 15

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.

[Signature] 14 July 2022

SCOTT M. FERTAK
REGISTERED PROFESSIONAL LAND SURVEYOR
NO. 5257

- 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.

AREA TABLE (ACRES)		
EXISTING AC.	TAKING AC./S.F.	REMAINDER AC.
	37.9194	LEFT
	1,651,769	RIGHT

LANDTECH

2525 North Loop West, Suite 300
Houston, Texas 77008
T: 713-861-7068 F: 713-861-4131
TBPFLS Registration No. 10031200

PARCEL PLAT

SHOWING

PARCEL 15

SPUR 320

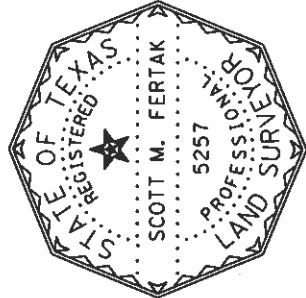
EL PASO COUNTY

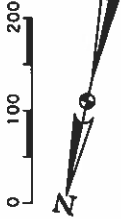
R. C. S. J. NO. 0665-02-003

JUNE, 2022

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SCALE: N. T. S.





**E.V. NEWMAN SURVEY
A-5424
SECTION 28, BLOCK 80
TOWNSHIP 1
T&P RAILROAD SURVEY**

VOL. 810 PG. 1577 SUBJECT TO:
VOL. 875 PG. 611 - ESMT TO E.P.E.C. AND MT. STATES TELE.
SUR. 29 BLK 80 INCLUSIVE
VOL. 723 PG. 622 - ESMT TO MT. STATES TELE.
SEC 21 LANDS LYING EAST OF US-54
VOL. 836 PG. 403 - ESMT TO E.P.N.G.
SUR 21 BLK 80 BETWEEN NEWMAN HWY (US-54) AND RR R-O-W
VOL. 313 PG. 399 - ESMT. TO TRI STATE TELEPHONE
SEC 28 BLK 80 TSP 1

CITY OF EL PASO
517.876 AC.
VOL 810, PG 1577
O.P.R.R.P.E.P.C.
AUG 9, 1977

CITY OF EL PASO
517.876 AC.
VOL 810, PG 1577
O.P.R.R.P.E.P.C.
AUG 9, 1977

EXISTING R.O.W. T&P RAILROAD SURVEY
SBC UNDERGROUND (APPROX. LOC.)
U.S. HIGHWAY 54 (BUSINESS)
EXISTING R.O.W. (100' R.O.W.)

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

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

**SECTION 29, BLOCK 80
TOWNSHIP 1
T&P RAILROAD SURVEY
A-2395**

MATCH LINE STA. 976+00.00

S 12° 30' 39" E 1,525.60'

PROPOSED R.O.W.

15

PROPOSED R SPUR 320

965+00

970+00

975+00

PROPOSED R.O.W.

N 12° 36' 35" W 2,936.50'

STA. 963+66.05
OFF. 188.98' RT

EXISTING R.O.W.
STATE OF TEXAS
VOL. 608 PG. 175, E.P.C.D.R. FEB 11, 1936
VOL. 609, PG. 104-105, E.P.C.D.R. FEB 11, 1936
VOL. 608, PG. 173, E.P.C.D.R. FEB 11, 1936

EL PASO PLACE, LLC
DOC. # 20130074875
O.P.R.R.P.E.P.C.
OCTOBER 02, 2013

30.0' EASEMENT
CITY OF EL PASO PSB
VOL. 3052 PG. 0299
O.P.R.R.P.E.P.C.

U.S. HIGHWAY 54 (BUSINESS)
EXISTING R.O.W.
SURVEY LINE

FND. 5/8" IR
FND. 5/8" IR
W/CAP

FND. 5/8" IR

S 01° 59' 29" W 154.54'
L18
11.57'
L15

--- SURVEY LINE ---

FND. 5/8" IR

LINE DATA		
LINE	BEARING	LENGTH
L2	N 46° 22' 26" E	273.39'
L18	N 46° 22' 26" E	151.75'
L1	S 01° 59' 29" W	154.54'

PARCEL PLAT
SHOWING

PARCEL 15

SPUR 320

EL PASO COUNTY

R.C.S.J. NO. 0665-02-003
JUNE, 2022

PAGE 6 OF 8

N.T.S.

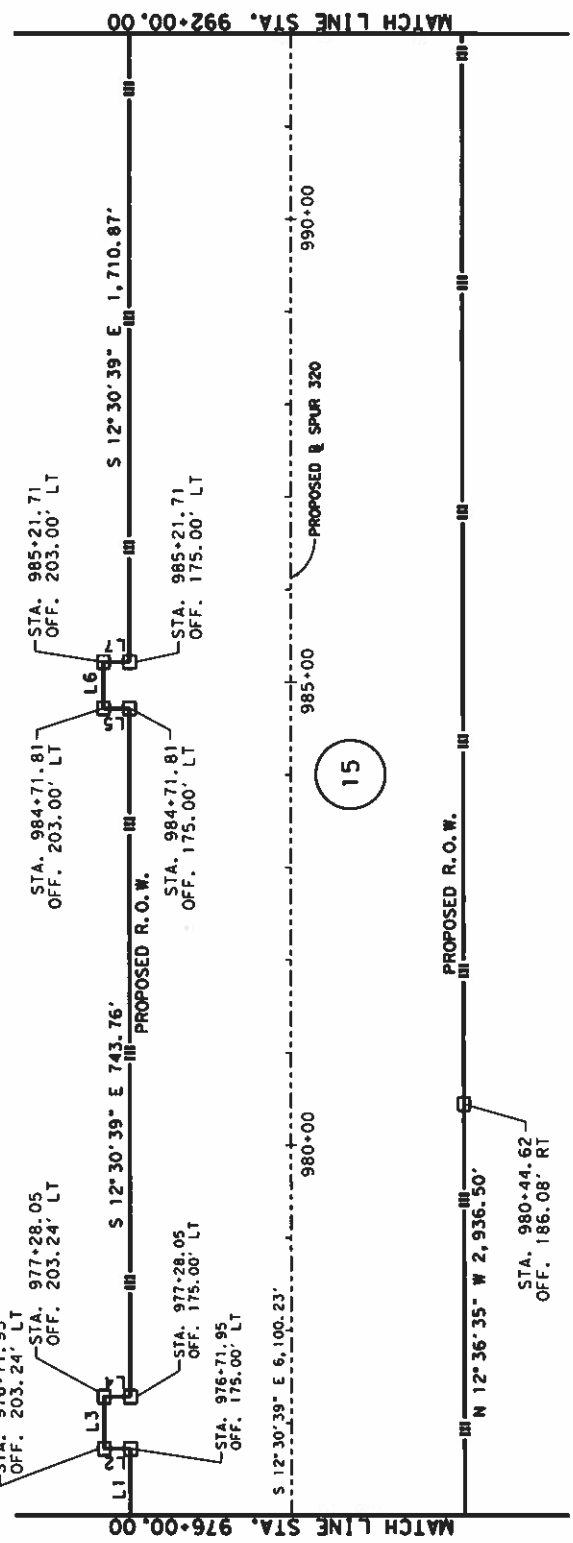
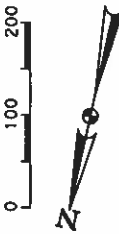
SCALE: 1" = 200'

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

E.V. NEWMAN SURVEY
A-5424
SECTION 28, BLOCK 80
TOWNSHIP 1
T&P RAILROAD SURVEY

VOL. 810 PG. 1577 SUBJECT TO:
 VOL. 875 PG. 611 - ESMT TO E.P.E.C. AND MT. STATES TELE.
 SUR 29 BLK 80 INCLUSIVE
 VOL. 723 PG. 622 - ESMT TO MT. STATES TELE.
 SEC 21 LANDS LYING EAST OF US-54
 VOL. 836 PG. 403 - ESMT TO E.P.N.G.
 SUR 21 BLK 80 BETWEEN NEWMAN HWY (US-54) AND RR R-O-W
 VOL. 313 PG. 399 - ESMT. TO TRI STATE TELEPHONE
 SEC 28 BLK 80 TSP 1

CITY OF EL PASO
 517.876 AC.
 VOL 810, PG 1577
 O.P.R.P.E.P.C.
 AUG 9, 1977



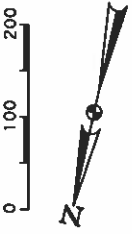
CITY OF EL PASO
 187.87 AC.
 VOL 810, PG 1577,
 O.P.R.P.E.P.C.
 AUG 9, 1977

LINE	BEARING	LENGTH
L1	S 12° 30' 39" E	1,525.60'
L2	N 77° 29' 21" E	28.24'
L3	S 12° 30' 39" E	56.09'
L4	S 77° 29' 21" W	28.24'
L5	N 77° 29' 21" E	28.00'
L6	S 12° 30' 39" E	49.91'
L7	S 77° 29' 21" W	28.00'

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

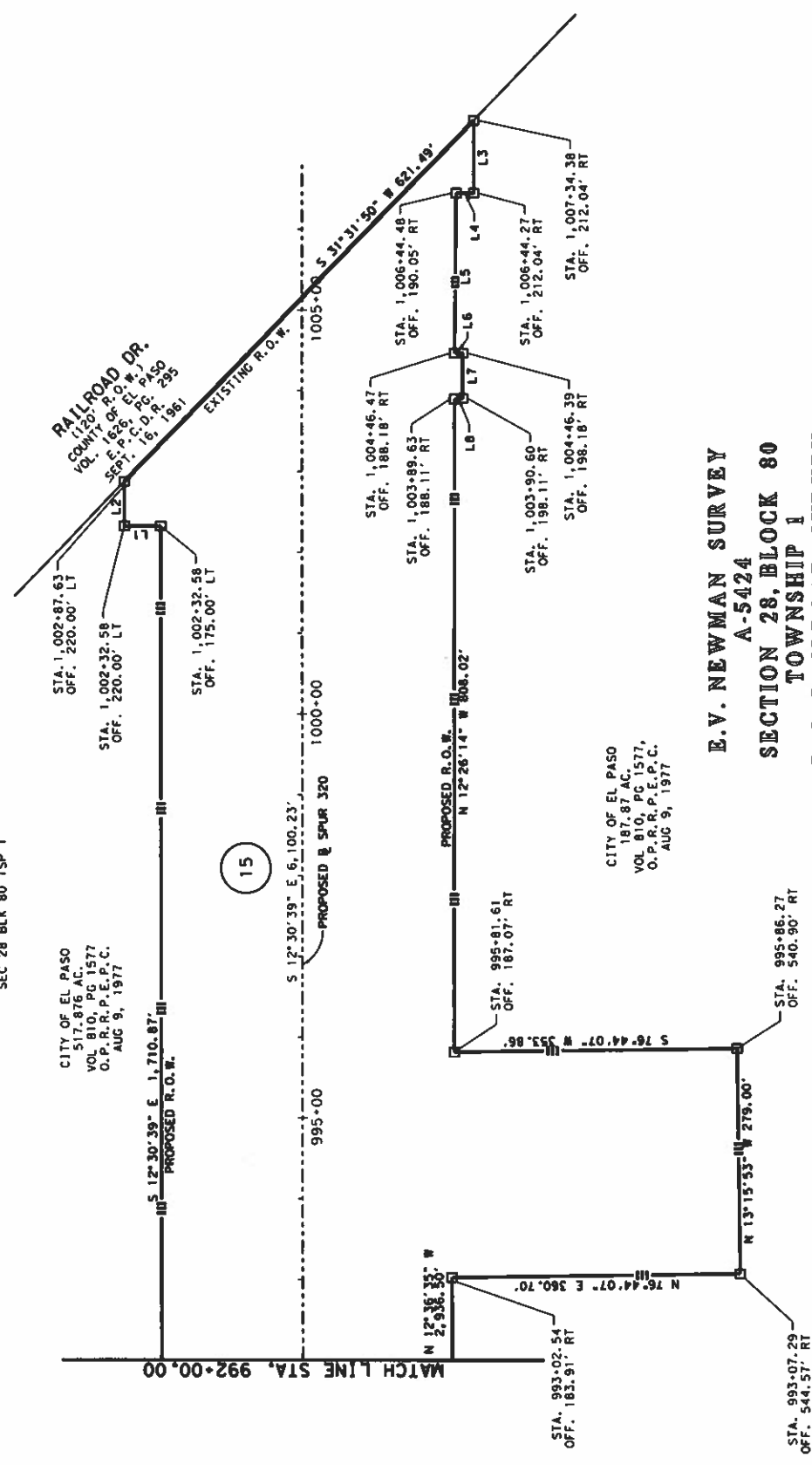
PARCEL 15
 SPUR 320
 EL PASO COUNTY
 R.C.S.-J. NO. 0665-02-003
 JUNE, 2022



VOL. 810 PG. 1577 SUBJECT TO:
 VOL. 875 PG. 611 - ESMAT TO E.P.E.C. AND MT. STATES TELE.
 SUR. 29 BLK 80 INCLUSIVE
 VOL. 723 PG. 622 - ESMAT TO MT. STATES TELE.
 SEC 21 LANDS LYING EAST OF US-54
 VOL. 836 PG. 403 - ESMAT TO E.P.N.G.
 SUR. 21 BLK 80 BETWEEN NEWMAN HWY (US-54) AND RR R-O-W
 VOL. 313 PG. 399 - ESMAT. TO TRI STATE TELEPHONE
 SEC 28 BLK 80 TSP 1

CITY OF EL PASO
 517.876 AC.
 VOL. 810, PG 1577
 O.P.R.R.P.E.P.C.
 AUG 9, 1977

RAILROAD DR.
 COUNTY R.O.W.
 VOL. 1628, EL PASO
 E.P.C.D. PG. 295
 SEPT. 16, 1961



15

CITY OF EL PASO
 187.8 AC.
 VOL. 810, PG. 1577
 O.P.R.R.P.E.P.C.
 AUG 9, 1977

E.V. NEWMAN SURVEY
A-5424
SECTION 28, BLOCK 80
TOWNSHIP 1
T&P RAILROAD SURVEY

LINE DATA		
LINE	BEARING	LENGTH
L1	N 77° 29' 21" E	45.00'
L2	S 12° 30' 39" E	55.05'
L3	N 12° 30' 39" W	90.11'
L4	N 78° 01' 44" E	22.00'
L5	N 11° 58' 16" W	198.02'
L6	S 77° 58' 25" W	10.00'
L7	N 12° 26' 14" W	55.78'
L8	N 71° 55' 16" E	10.05'

LANDTECH
 2525 North Loop West, Suite 300,
 Houston, Texas 77008
 T: 713-861-7068 F: 713-861-4131
 TBPELS Registration No. 00019100

PARCEL PLAT
 SHOWING
 PARCEL 15
 SPUR 320
 EL PASO COUNTY
 R. C. S. J. NO. 0665-02-003
 JUNE, 2022

PAGE 8 OF 8 SCALE: 1" = 200'



Texas Department of Transportation

13301 GATEWAY BLVD. WEST • EL PASO TEXAS 79928-5410 • (915) 790-4200

April 18, 2023

County: El Paso
Federal Project No.: F 2023(613)
Highway: Spur 320

ROW CSJ: 0665-02-003
Parcel ID: P00065987
From: Texas and New Mexico State Line
To: Loop 375

BY CERTIFIED MAIL, RETURN RECEIPT REQUESTED, NO. 7020 3160 0001 3098 9577

The City Of El Paso
Attn: Mayor Oscar Leeser
218 N. Campbell St., Second Floor
El Paso, TX 79901

Dear Mayor Leeser,

Enclosed for your review and consideration please find the following documents:

- Initial Offer Letter for the above referenced parcel in fee acquisition in the amount of **\$912,112.00**
- Appraisal Report prepared by Walker Beard, MAI, dated April 6, 2023
- Acknowledgment of Receipt of Appraisal Report Form – please sign and return to my attention to: Texas Department of Transportation, 13301 Gateway Boulevard West, El Paso, Texas 79928
- Texas Department of Transportation booklet titled “Right of Way Purchase”
- Texas Landowner’s Bill of Rights
- Draft Conveyance Instrument
- Possession and Use Agreement with an incentive of **\$25,000.00** for your consideration, allowing TxDOT to take possession of the land to begin its construction

Thank you for your attention to this matter. Should you have any questions, please contact me at (915) 790-4208 or via e-mail: Silvia.Garcia@txdot.gov.

Sincerely,

Silvia Garcia

Silvia Garcia, Negotiator
El Paso Project Delivery Office | Right of Way Division

Enclosures

✓ CC: **VIA CERTIFIED MAIL RETURN RECEIPT REQUESTED NO.: 7020 3160 0001 3098 9546**

El Paso Water Utilities
Attn: Marcela Navarrete
Vice President Strategic, Finance & Management Services
1154 Hawkins
El Paso, Texas 79925



Texas Department of Transportation

13301 GATEWAY BLVD. WEST • EL PASO TEXAS 79928-5410 • (915) 790-4200

Date: May 24, 2023

El Paso Water Utilities
Attn: Ana Sanchez,
Vice President Strategic, Finance
& Management Services
1154 Hawkins
El Paso, Texas 79925

Re: Administrative Settlement Approval
ROW CSJ: 0665-02-003
Parcel No.: P00065987
District: El Paso

Dear Ms.Sanchez:

The Texas Department of Transportation Right of Way Administrative Settlement Evaluation Team has reviewed your counteroffer and the accompanying documentation. Based on this information and other pertinent data, it has been determined that \$2,535,688.98 is an amount that can be supported and is offered to you in an attempt to settle this acquisition. This offer is made available to you for a period of five business days from the date of this letter. If you choose to accept this settlement offer, please notify **Silvia Garcia** at (915) 790-4208 or at silvia.garcia@txdot.gov.

If improvements are retained, the retention value will be subtracted from the total settlement amount.

If this administrative offer to settle is rejected, a final offer letter will be forwarded to you in accordance with our procedures. This final offer will be made in the amount of the original offer.

We would like to thank you for your effort and cooperation in attempting to settle this acquisition in order to expedite this much needed project.

Sincerely,

DocuSigned by:
Ismael Hernandez
E00E778ACB2E4EA

Ismael Hernandez,
Right of Way Manager



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.

Authorized Countersignature

Stewart Title Company
415 North Mesa Street
El Paso, TX 79901



Frederick H. Eppinger
President and CEO

David Hisey
Secretary

CONDITIONS AND STIPULATIONS

1. If you have actual knowledge of any matter which may affect the title or mortgage covered by this Commitment, that is not shown in Schedule B, you must notify us in writing,. If you do not notify us in writing, our liability to you is ended or reduced to the extent that your failure to notify us affects our liability. If you do notify us, or we learn of such matter, we may amend Schedule B, but we will not be relieved of liability already incurred.
2. Our liability is only to you, and others who are included in the definition of Insured in the Policy to be issued. Our liability is only for actual loss incurred in your reliance on this Commitment to comply with its requirements or to acquire the interest in the land. Our liability is limited to the amount shown in Schedule A of this Commitment and will be subject to the following terms of the Policy: Insuring Provisions, Conditions and Stipulations, and Exclusions.

All notices required to be given the Company and any statement in writing required to be furnished the Company shall be addressed to it at P.O. Box 2029, Houston, Texas 77252-2029.

STEWART TITLE GUARANTY COMPANY

IMPORTANT INFORMATION

FOR INFORMATION, OR
TO MAKE A COMPLAINT
CALL OUR TOLL-FREE TELE-
PHONE NUMBER

1-800-729-1902

ALSO
YOU MAY CONTACT
THE TEXAS DEPARTMENT
OF INSURANCE AT

1-800-252-3439

to obtain information on:

1. filing a complaint against an insurance company or agent,
2. whether an insurance company or agent is licensed,
3. complaints received against an insurance company or agent.
4. policyholder rights, and
5. a list of consumer publications and services available through the Department.

YOU MAY ALSO WRITE TO
THE TEXAS DEPARTMENT OF
INSURANCE
P.O. BOX 149104
AUSTIN, TEXAS 78714-9104
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 149104
AUSTIN, TEXAS 78714-9104
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.: 1919476	Effective Date: May 18, 2023 at 8:00AM
CLOSER: Ron Rush	Issued: May 30, 2023 5:08PM

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: \$2,535,688.98
PROPOSED INSURED: State of Texas, acting by and through The Texas Transportation Commission
- b. TEXAS RESIDENTIAL OWNER'S POLICY OF TITLE INSURANCE
-ONE-TO-FOUR FAMILY RESIDENCES (Form T-1R)
Policy Amount: \$
PROPOSED INSURED:
- c. LOAN POLICY OF TITLE INSURANCE (Form T-2)
Policy Amount: \$
PROPOSED INSURED:
Proposed Borrower:
- d. TEXAS SHORT FORM RESIDENTIAL LOAN POLICY OF TITLE INSURANCE (Form T-2R)
Policy Amount: \$
PROPOSED INSURED:
Proposed Borrower:
- e. LOAN TITLE POLICY BINDER ON INTERIM CONSTRUCTION LOAN (Form T-13)
Binder Amount: \$
PROPOSED INSURED:
Proposed Borrower:
- f. OTHER:
Policy Amount: \$
PROPOSED INSURED:

2. The interest in the land covered by this Commitment is:

FEE SIMPLE

3. Record title to the land on the Effective Date appears to be vested in:

THE CITY OF EL PASO for the use and benefit of its PUBLIC SERVICE BOARD (EL PASO WATER UTILITIES)

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.: 1919476

A portion of Sections 21, 28 and 29, Block 80, Township 1, TEXAS AND PACIFIC RAILROAD SURVEYS, El Paso County, Texas, and being more particularly described by metes and bounds in [Exhibit "A-1"](#) attached hereto and made a part hereof for all purposes.

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.):

Those recorded in/under [Volume 3495, Page 1474](#), of the Real Property Records of El Paso County, Texas; but omitting any covenants, condition, or restriction, if any, based on race, color, religion, sex, handicap, familial status or national origin unless and to the extent that the covenant, condition or restriction (a) is exempt under Title 42 of the United States Code or (b) relates to handicap, but does not discriminate against handicapped persons.

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.)

COMMITMENT FOR TITLE INSURANCE SCHEDULE B

ISSUED BY
STEWART TITLE GUARANTY COMPANY

9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan Policy of Title Insurance (T-2R) only.) Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy of Title Insurance. (T-2R)
10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):
- a) Rights of parties in possession. (Owner Title Policy only)
 - b) Utility easements and prescriptive rights visible and apparent on the ground.
 - c) Easement to El Paso Electric Company and Mountain States Telephone and Telegraph Company, recorded in [Volume 875, Page 611](#), Real Property Records of El Paso County, Texas; with Mountain States Telephone and Telegraph Company's interest granted, sold, and quitclaimed to Southwestern Bell Telephone Company, recorded in [Volume 1231, Page 646](#), Real Property Records of El Paso County, Texas. (Section 29)
 - d) Easement to El Paso Electric Company and Mountain States Telephone and Telegraph Company, recorded in [Volume 723, Page 622](#), Real Property Records of El Paso County, Texas; with Mountain States Telephone and Telegraph Company's interest granted, sold, and quitclaimed to Southwestern Bell Telephone Company, recorded in [Volume 1231, Page 646](#), Real Property Records of El Paso County, Texas. (Section 21)
 - e) Easement to El Paso Electric Company and Mountain States Telephone and Telegraph Company, recorded in [Volume 1311, Page 312](#), Real Property Records of El Paso County, Texas; with Mountain States Telephone and Telegraph Company's interest granted, sold, and quitclaimed to Southwestern Bell Telephone Company, recorded in [Volume 1231, Page 646](#), Real Property Records of El Paso County, Texas. (Section 21 & 28)
 - 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) INTENTIONALLY DELETED
 - h) Ordinance Number 013894 as evidenced by instrument filed 12/11/1998, by The City of El Paso, Texas, recorded in/under [Volume 3495, Page 1474](#), of the Real Property Records of El Paso County, Texas.
 - i) INTENTIONALLY DELETED
 - j) An Easement to Tri-State Telephone Company recorded in [Book 313, Page 399](#), of the Real Property Records of El Paso County, Texas.

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. INTENTIONALLY DELETED
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.

COMMITMENT FOR TITLE INSURANCE SCHEDULE D

ISSUED BY
STEWART TITLE GUARANTY COMPANY

Policy Commitment No.: 1919476

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	\$12,225.00
Loan Policy	
Endorsement Charges	\$0.00
Other	
Total	\$12,225.00

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."

HIGHWAY: Spur 320
 LIMITS: From Texas and New Mexico State Line to Loop 375
 COUNTY: El Paso
 ACCOUNT NO.:
 ROW CSJ: 0665-02-003
 OWNER: The City of El Paso

Property Description for Parcel 15

Being 1,651,769 square feet or 37.9194 acres of land situated in the E. V. Newman Survey, Abstract No. 5424, Sections 21, 28 and 29, 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 1, 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 2-inch iron pipe found for the common corner of Sections 20, 21, 28 and 29, Block 80, Township 1, said Texas and Pacific Railroad Company Surveys;

THENCE, South 01°59'29" West, with the common boundary of Sections 28 and 29, said Block 80, at a distance of 11.57 feet pass the northwesterly right-of-way of Dyer Street originally known as U.S. Highway 54 (Business), a 100 feet wide right-of-way as described by deed recorded in Volume 608, Page 173 and Page 175, Volume 609, Page 104 and Page 105, El Paso County Deed Records (E.P.C.D.R.) continuing for a total distance of 154.54 feet to a 5/8-inch iron rod with TxDOT aluminum cap set on the southeasterly right-of-way line of said Dyer Street for a northerly corner and **POINT OF BEGINNING** of the herein described parcel, having coordinates of N=10,723,619.84 and E=423,777.77, located 59.06 feet right of proposed Borderland Expressway Baseline Station 962+87.63;

1. **THENCE**, North 46°22'26" East, with said southeasterly right-of-way of Dyer Street, a distance of 273.39 feet to a TxDOT Type II brass cap monument found on the easterly right-of-way line of the proposed Spur 320, for the most northerly corner of the herein described parcel and the beginning of a Denial of Access Line, located 175.00 feet left of proposed Borderland Expressway Baseline Station 961+46.35;
2. **THENCE**, South 12°30'39" East, with said proposed easterly right-of-way line and Denial of Access Line, a distance of 1,525.60 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 976+71.95;

CONTINUING with said proposed right-of-way and Denial of Access Line of the proposed Spur 320 the following calls, each to a TxDOT Type II brass cap monument found for a corner of the herein described parcel;

3. **THENCE** North 77°29'21" East, a distance of 28.24 feet, located 203.24 feet left of proposed Spur 320 Baseline Station 976+71.95;
4. **THENCE** South 12°30'39" East, a distance of 56.09 feet, located 203.24 feet left of proposed Spur 320 Baseline Station 977+28.05;
5. **THENCE** South 77°29'21" West, a distance of 28.24 feet, located 175.00 feet left of proposed Spur 320 Baseline Station 977+28.05;
6. **THENCE**, South 12°30'39" East, a distance of 743.76 feet, located 175.00 feet left of proposed Spur 320 Baseline Station 984+71.81;
7. **THENCE**, North 77°29'21" East, a distance of 28.00 feet, located 203.00 feet left of proposed Spur 320 Baseline Station 984+71.81;
8. **THENCE**, South 12°30'39" East, a distance of 49.91 feet, located 203.00 feet left of proposed Spur 320 Baseline Station 985+21.71;
9. **THENCE**, South 77°29'21" West, a distance of 28.00 feet located 175.00 feet left of proposed Spur 320 Baseline Station 985+21.71;
10. **THENCE**, South 12°30'39" East, a distance of 1,710.87 feet, located 175.00 feet left of proposed Spur 320 Baseline Station 1002+32.58;
11. **THENCE**, North 77°29'21" East, a distance of 45.00 feet, located 220.00 feet left of proposed Spur 320 Baseline Station 1002+32.58;
12. **THENCE**, South 12°30'39" East, continuing with said proposed easterly right-of-way and Denial of Access Line, a distance of 55.05 feet to a TxDOT Type II brass cap monument found on the northwesterly right-of-way line of Railroad Drive, a 120 feet wide right-of-way as described by deed recorded in Volume 1626, Page 295 E.P.C.D.R., for a southeasterly corner of the herein described parcel and the end of said Denial of Access Line, located 220.00 feet left of proposed Spur 320 Baseline Station 1002+87.63;
13. **THENCE**, South 31°31'50" West, with said northwesterly right-of-way line of Railroad Drive, a distance of 621.49 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 the beginning of a Denial of Access Line, located 212.04 feet right of proposed Spur 320 Baseline Station 1007+34.38;

14. **THENCE** North 12°30'39" West, with said proposed westerly right-of-way and Denial of Access Line, a distance of 90.11 feet to a TxDOT Type II brass cap monument found for a westerly corner of the herein described parcel, located 212.04 feet right of proposed Spur 320 Baseline Station 1006+44.27;

CONTINUING with said proposed westerly right-of-way and Denial of Access Line, the following calls, each to a TxDOT Type II brass cap monument found for a westerly corner of the herein described parcel;

15. **THENCE** North 78°01'44" East, a distance of 22.00 feet, located 190.05 feet right of proposed Spur 320 Baseline Station 1006+44.48;
16. **THENCE** North 11°58'16" West, a distance of 198.02 feet, located 188.18 feet right of proposed Spur 320 Baseline Station 1004+46.47;
17. **THENCE** South 77°58'25" West, a distance of 10.00 feet, located 198.18 feet right of proposed Spur 320 Baseline Station 1004+46.39;
18. **THENCE** North 12°26'14" West, a distance of 55.78 feet, located 198.11 feet right of proposed Spur 320 Baseline Station 1003+90.60;
19. **THENCE**, North 71°55'16" East, a distance of 10.05 feet, located 188.11 feet right of proposed Spur 320 Baseline Station 1003+89.63;
20. **THENCE**, North 12°26'14" West, a distance of 808.02 feet, located 187.07 feet right of proposed Spur 320 Baseline Station 995+81.61;
21. **THENCE**, South 76°44'07" West, a distance of 353.86 feet, located 540.90 feet right of proposed Spur 320 Baseline Station 995+86.27;
22. **THENCE**, North 13°15'53" West, a distance of 279.00 feet, located 544.57 feet right of proposed Spur 320 Baseline Station 993+07.29;
23. **THENCE**, North 76°44'07" East, a distance of 360.70 feet, located 183.91 feet right of proposed Spur 320 Baseline Station 993+02.54;
24. **THENCE**, North 12°36'35" West, continuing with said westerly right-of-way and Denial of Access Line, a distance of 2,936.50 feet to a TxDOT Type II brass cap monument found on the southeasterly right-of-way line of said Dyer Street, for a northerly corner of the herein described parcel and end of said Denial of Access Line, located 188.98 feet right of proposed Spur 320 Baseline Station 963+66.05;

25. **THENCE**, North 46°22'26" East, with said southeasterly right-of-way of Dyer Street, a distance of 151.75 feet to the **POINT OF BEGINNING** and containing 1,651,769 square feet or 37.9194 acres of the herein described Parcel. 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.



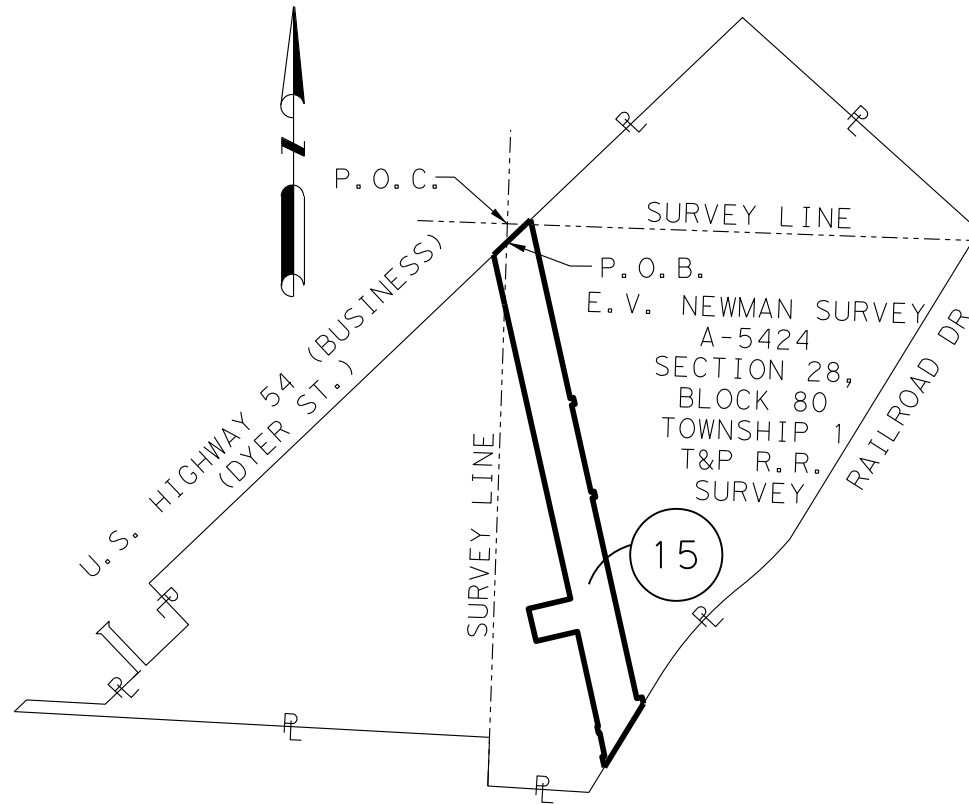
 18 JAN 2023

Scott M. Fertak
Registered Professional Land Surveyor
No. 5257

Revised 18 Jan 2023

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 — III —
- SURVEY LINE — - - - -
- FENCE — x — x —
- CITY LIMITS — — — —
- U.E. - UTILITY EASEMENT
- A.E. - AERIAL EASEMENT
- B.L. - BUILDING LINE
- I.R. - IRON ROD
- I.P. - IRON PIPE
- SET TXDOT TYPE II MON. (UNLESS OTHERWISE NOTED)
- FOUND TXDOT TYPE II MON.
- SET 5/8" I.R. W/TXDOT ALUM. CAP
- FND 5/8" I.R. W/TXDOT ALUM. CAP (UNLESS OTHERWISE NOTED)



PARENT TRACT INSET FOR
PARCEL NO. 15
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

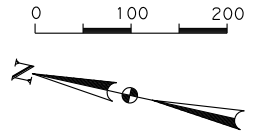


AREA TABLE (ACRES)			
EXISTING AC.	TAKING AC./S.F.	REMAINDER AC.	
		LEFT	RIGHT
37.9194	1,651,769		

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

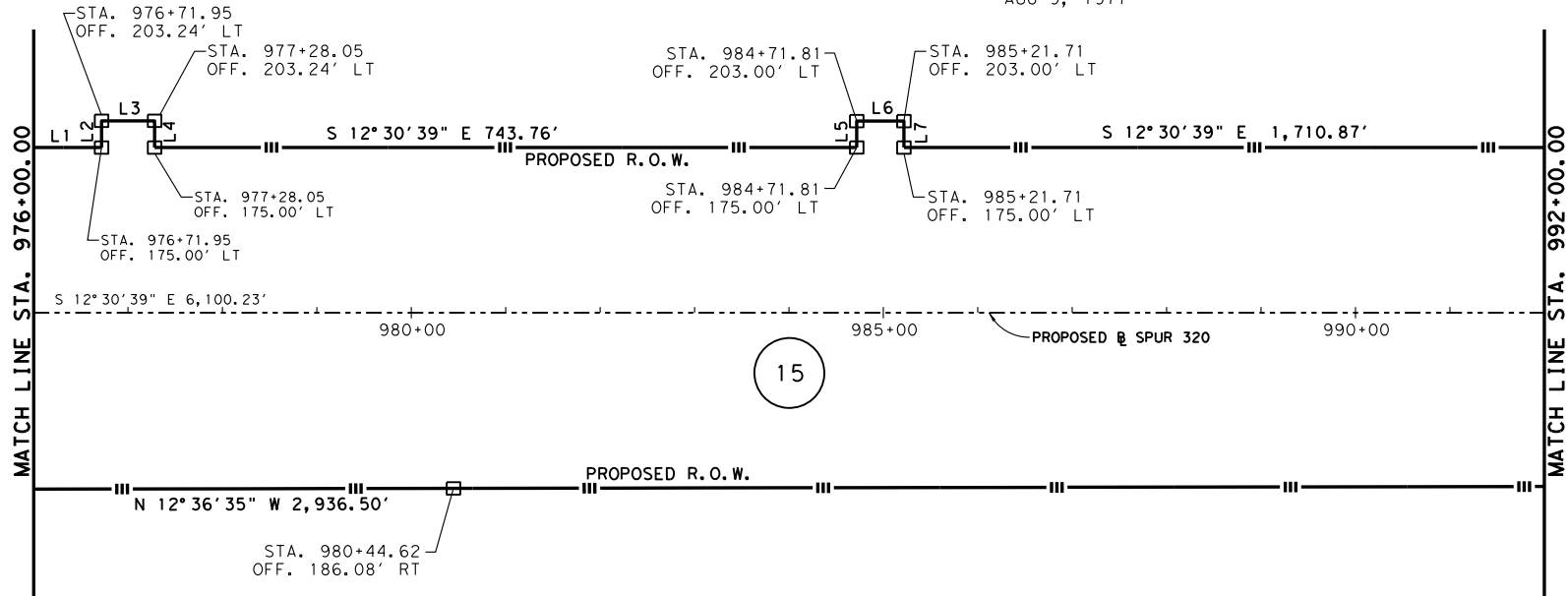
PARCEL PLAT
SHOWING
PARCEL 15
SPUR 320
EL PASO COUNTY
R. C. S. J. NO. 0665-02-003
JUNE, 2022

E.V. NEWMAN SURVEY
A-5424
SECTION 28, BLOCK 80
TOWNSHIP 1
T&P RAILROAD SURVEY



VOL. 810 PG. 1577 SUBJECT TO:
VOL. 875 PG. 611 - ESMT TO E.P.E.C. AND MT. STATES TELE.
SUR 29 BLK 80 INCLUSIVE
VOL. 723 PG. 622 - ESMT TO MT. STATES TELE.
SEC 21 LANDS LYING EAST OF US-54
VOL. 836 PG. 403 - ESMT TO E.P.N.G.
SUR 21 BLK 80 BETWEEN NEWMAN HWY (US-54) AND RR R-O-W
VOL. 313 PG. 399 - ESMT. TO TRI STATE TELEPHONE
SEC 28 BLK 80 TSP 1

CITY OF EL PASO
517.876 AC.
VOL 810, PG 1577
O.P.R.R.P.E.P.C.
AUG 9, 1977



CITY OF EL PASO
187.87 AC.
VOL 810, PG 1577,
O.P.R.R.P.E.P.C.
AUG 9, 1977

LINE DATA		
LINE	BEARING	LENGTH
L1	S 12° 30' 39" E	1,525.60'
L2	N 77° 29' 21" E	28.24'
L3	S 12° 30' 39" E	56.09'
L4	S 77° 29' 21" W	28.24'
L5	N 77° 29' 21" E	28.00'
L6	S 12° 30' 39" E	49.91'
L7	S 77° 29' 21" W	28.00'

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 15
SPUR 320
EL PASO COUNTY
R. C. S. J. NO. 0665-02-003
JUNE, 2022

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 TITLE GUARANTY COMPANY

PRIVACY NOTICE

This Stewart Title Guaranty Company Privacy Notice (“Notice”) explains how Stewart Title Guaranty Company and its subsidiary title insurance companies (collectively, “Stewart”) 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, social security number, driver’s license number, passport number, or other similar identifiers;
2. Demographic Information: Marital status, gender, date of birth.
3. Personal Information and Personal Financial Information: Name, signature, social security number, physical characteristics or description, address, 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 about your transactions with Stewart, our affiliates, or others; and
4. 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 or in connection with a transaction.
2. To improve our products and services.
3. To communicate with you about our, 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 of 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, a realtor, broker, or a lender). Stewart may disclose your personal information to a non-affiliated third party for a business purpose. Typically, when we disclose personal information for a business purpose, we enter in a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

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.
- Non-affiliated third-party service providers with whom we perform joint marketing, pursuant to an agreement with them to jointly market financial products or services to you.
- Parties involved in litigation and attorneys, as required by law.
- Financial rating organizations, rating bureaus and trade associations.
- 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 to our affiliates for direct marketing, you may send an "opt out" request to Privacyrequest@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 direct 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 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 law, 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

Privacy Notice at Collection for California Residents

Pursuant to the California Consumer Privacy Act of 2018 (“CCPA”) and the California Privacy Rights Act of 2020, effective January 1, 2023 (“CPRA”), Stewart Information Services Corporation and its subsidiary companies (collectively, “Stewart”) are providing this **Privacy Notice at Collection for California Residents** (“CCPA & CPRA Notice”). This CCPA & CPRA Notice supplements the information contained in Stewart’s existing privacy notice and applies solely to all visitors, users, and consumers and others who reside in the State of California or are considered California Residents as defined in the CCPA & CPRA (“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

- Publicly available information from government records.
- Deidentified or aggregated consumer information.
- Certain personal information protected by other sector-specific federal or California laws, including but not limited to the Fair Credit Reporting Act (FCRA), Gramm Leach Bliley Act (GLBA) and California Financial Information Privacy Act (FIPA).

Specifically, Stewart has collected the following categories of **personal and sensitive personal information** from consumers within the last twelve (12) months:

Category	Examples	Collected
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.	YES
B. Personal information categories listed in the California Customer Records statute (Cal. Civ. Code § 1798.80(e)).	A name, signature, Social Security number, physical characteristics or description, 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, medical information, or health insurance information. Some personal information included in this category may overlap with other categories.	YES
C. Protected classification characteristics under California or federal law.	Age (40 years or older), race, color, ancestry, national origin, citizenship, religion or creed, marital status, medical condition, physical or mental disability, sex (including gender, gender identity, gender expression, pregnancy or childbirth and related medical conditions), sexual orientation, veteran or military status, genetic information (including familial genetic information).	YES
D. Commercial information.	Records of personal property, products or services purchased, obtained, or considered, or other purchasing or consuming histories or tendencies.	YES
E. Biometric information.	Genetic, physiological, behavioral, and biological characteristics, or activity patterns used to extract a template or other identifier or identifying information, such as, fingerprints, faceprints, and voiceprints, iris or retina scans, keystroke, gait, or other physical patterns, and sleep, health, or exercise data.	YES
F. Internet or other similar network activity.	Browsing history, search history, information on a consumer's interaction with a website, application, or advertisement.	YES
G. Geolocation data.	Physical location or movements.	YES

H. Sensory data.	Audio, electronic, visual, thermal, olfactory, or similar information.	YES
I. Professional or employment-related information.	Current or past job history or performance evaluations.	YES
J. Non-public education information (per the Family Educational Rights and Privacy Act (20 U.S.C. Section 1232g, 34 C.F.R. Part 99)).	Education records directly related to a student maintained by an educational institution or party acting on its behalf, such as grades, transcripts, class lists, student schedules, student identification codes, student financial information, or student disciplinary records.	YES
K. Inferences drawn from other personal information.	Profile reflecting a person's preferences, characteristics, psychological trends, predispositions, behavior, attitudes, intelligence, abilities, and aptitudes.	YES

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:

- 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 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).
- 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, providing advertising or marketing services or other similar services.
- To evaluate or conduct a merger, divestiture, restructuring, reorganization, dissolution, or other sale or transfer of some or all of 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). Stewart may disclose your personal information to a third party for a business purpose.

Typically, when we disclose personal information for a business purpose, we enter into a contract that describes the purpose and requires the recipient to both keep that personal information confidential and not use it for any purpose except performing the contract.

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 for a business purpose:

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: Biometric Information

Category F: Internet or other similar network activity

Category G: Geolocation data

Category H: Sensory data

Category I: Professional or employment-related information

Category J: Non-public education information

Category K: Inferences

Your Consumer Rights and Choices Under CCPA and CPRA

Your Rights Under CCPA

The CCPA provides consumers (California residents as defined in the CCPA) with specific rights regarding their personal information. This section describes your CCPA rights and explains how to exercise those rights.

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.

Deletion Request Rights

You have the right to request that Stewart delete any of your 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.

Your Rights Under CPRA

CPRA expands upon your consumer rights and protections offered by the CCPA. This section describes your CPRA rights and explains how to exercise those rights.

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 & CPRA Notice.

Correction of Inaccurate Information

You have the right to request that Stewart correct any inaccurate information maintained about.

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

To exercise the access, data portability, deletion, opt-out, correction, or limitation rights described above, please submit a verifiable consumer request to us by the available means provided below:

1. Calling us Toll Free at 1-866-571-9270; or
2. Emailing us at Privacyrequest@stewart.com; or
3. Visiting <http://stewart.com/ccpa>.

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. For data portability requests, we will select a format to provide your personal information that is readily useable and should allow you to transmit the information from one entity to another entity without hindrance.

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 and CPRA rights. Unless permitted by the CCPA or CPRA, 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 CCPRA & CPRA Notice

Stewart reserves the right to amend this CCPA & CPRA Notice at our discretion and at any time. When we make changes to this CCPA & CPRA Notice, we will post the updated Notice on Stewart's website and update the Notice's effective date.

Link to Privacy Notice

Stewarts Privacy Notice can be found on our website at <https://www.stewart.com/en/privacy.html>.

Contact Information

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 do not hesitate to contact us at:

Phone: Toll Free at 1-866-571-9270

Website: <http://stewart.com/ccpa>

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