

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

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

**AGENDA DATE:** Introduction -November 23, 2021  
Public Hearing - December 7 , 2021

**CONTACT PERSON/PHONE:** James W. Wolff, Real Estate Manager, 594-5511

**DISTRICT(S) AFFECTED:** District 4.

**SUBJECT:** APPROVE the following Ordinance

Authorizing the City Manager to sign an Offer to Sell, a deed, and any other documents necessary to convey approximately 59.022 acres of land to the United States of America, Department of the Army described as Tract 1-A, Section 16, Block 80, Township 1, Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County, Texas. (District: 4) EPWater, James W. Wolff, Real Estate Manager (915) 594-5511.

**BACKGROUND / DISCUSSION:**

This parcel of land is owned by the City of El Paso and managed by the El Paso Water Utilities - Public Service Board (EPWU/PSB). On January 13, 2021, the Public Service Board declared the property inexpedient to the water system and authorized the President/CEO of El Paso Water to obtain an appraisal of the property. Both parties obtained an appraisal, and the sales price was negotiated for the average of both appraisals.

**PRIOR COUNCIL ACTION:**

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

No

**AMOUNT AND SOURCE OF FUNDING:** NA

**BOARD / COMMISSION ACTION:**

On January 13, 2021, the El Paso Water Utilities - Public Service Board declared the property inexpedient to the system and authorized the President/CEO to sell the property.

**AFTER EXECUTION OF ALL DOCUMENTS, PLEASE CONTACT JAMES W. WOLFF TO PICK UP THE DOCUMENTS. 594-5511. THANK YOU.**

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

**AN ORDINANCE AUTHORIZING THE CITY MANAGER TO SIGN AN OFFER TO SELL, A DEED, AND ANY OTHER DOCUMENTS NECESSARY TO CONVEY 59.022 ACRES OF LAND MORE OR LESS, BEING DESCRIBED AS TRACT 1A, SECTION 16, BLOCK 80, TOWNSHIP 1, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, CITY OF EL PASO, EL PASO COUNTY, TEXAS TO THE UNITED STATES OF AMERICA, DEPARTMENT OF THE ARMY**

**WHEREAS**, the El Paso Water Utilities Public Service Board (EPWU/PSB) holds certain real properties in its land inventory that are owned by the City of El Paso but are under the management and control of EPWU/PSB; and,

**WHEREAS**, the U.S. Department of Homeland Security, U.S. Customs and Border Protection submitted a request to purchase property for a central processing facility, and such property is contained within EPWU/PSB land inventory; and,

**WHEREAS**, at its regular meeting on January 13, 2021, the El Paso Water Utilities -Public Service Board (EPWU/PSB) determined 59.022 acres of land more or less, being described as Tract 1A, Section 16, Block 80, Township 1, Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County, Texas, to be inexpedient to the water system and authorized the President/CEO to have the land appraised and thereafter to forward the recommendation to the El Paso City Council for the sale of the identified property; and,

**WHEREAS**, Section 272.001(b) (5) of the Texas Local Government Code provides for an exception to the bidding requirements for the sale of land to a governmental entity that has the power of eminent domain is not required to be placed for public bid; and,

**WHEREAS**, the property was appraised for sale at its fair market and The United States of Americas has agreed to the sales price;

**NOW THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF EL PASO, TEXAS;**

That the City Manager is authorized to sign an offer to sell, a Deed, and any other necessary documents, in a form approved by the City Attorney's Office, for the sale of the following property to The United States of America:

Approximately 59.022 acres, out of Tract 1A, Section 16, Block 80, Township 1, Texas and Pacific Railway Company Surveys, in the City of El Paso, El Paso County, Texas, and being more particularly described by metes and bounds in **Exhibit A** attached hereto and made a part hereof for all purposes.

**(Signatures begin on following page)**

**PASSED AND APPROVED** this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

**CITY OF EL PASO**

\_\_\_\_\_  
Oscar Leeser,  
Mayor

**ATTEST:**

\_\_\_\_\_  
Laura D. Prine,  
City Clerk

**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Elizabeth K. Triggs,  
Strategic Partnerships Officer

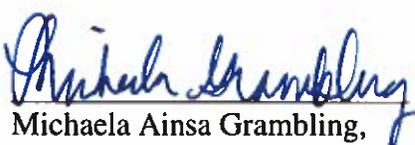
**APPROVED AS TO CONTENT:**

  
\_\_\_\_\_  
Alma De Anda,  
Utility Land and Water Rights Manager

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Omar De La Rosa,  
Assistant City Attorney

**APPROVED AS TO FORM:**

  
\_\_\_\_\_  
Michaela Ainsa Grambling,  
Assistant General Counsel

**SPECIAL WARRANTY DEED**

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

**Effective Date:** \_\_\_\_\_, 2021

**Grantor:**           **THE CITY OF EL PASO, TEXAS**, a Texas municipal corporation, for and on behalf of  
**EL PASO WATER UTILITIES – PUBLIC SERVICE BOARD**  
1154 Hawkins Blvd.  
El Paso, Texas 79925

**Grantee:**           **The United States of America**

**Consideration:** TEN AND NO/100THS DOLLARS (\$10.00), and other good and valuable consideration to the undersigned paid by Grantee, the receipt of which is hereby acknowledged.

**Property (including any improvements):**

Approximately 59.022 acres, out of Tract 1A, Section 16, Block 80, Township 1, Texas and Pacific Railway Company Surveys, in the City of El Paso, El Paso County, Texas, and being more particularly described by metes and bounds in **Exhibit A** attached hereto and made a part hereof for all purposes

**Severance of Groundwater Estate and Reservations from Conveyance:**

*Save and except:*

- (1) The groundwater estate related to the Property, which is hereby severed from the Property and reserved by and for Grantor, for all purposes. The groundwater estate shall include, without limitation, the Groundwater and Groundwater Rights related to the Property. The term (i) "Groundwater" shall mean all of the underground water, percolating water, artesian water, and any other water existing now and in the future from any and all depths, reservoirs, aquifers, formations, and horizons beneath the surface of the Property; and (ii) "Groundwater Rights" shall mean (1) the right to access, test, capture, explore for, drill for, develop, withdraw, produce, store, treat, transport or otherwise acquire and beneficially use, reuse, or recharge, any and all of the Groundwater beneath the Property; and (2) the right to apply for and obtain all permits, licenses, or other governmental authorizations relating to any of the foregoing, including but not limited to any permit issued by a groundwater conservation district or other governmental entity existing now or in the future and having jurisdiction over the Groundwater and/or the exploration, drilling, production, use, storage, treatment, reuse, recharge or transport of Groundwater that are necessary for the Grantee to exercise the rights conveyed under this Special Warranty Deed; and
  
- (2) The estate taken is fee simple, subject to existing easements for public roads and highways, public utilities, railroads, and pipelines; and subject to all interests in minerals and appurtenant rights for exploration, development, production and removal of said minerals;

excepting and excluding all interests in water rights and water distribution and drainage systems, if any, provided that any surface rights arising from such water rights or systems are subordinated to the United States' construction, operation, and maintenance of a border patrol station, and excepting and reserving to the Grantor a 30 foot easement, as more particularly described on Exhibit "B" attached hereto and incorporated fully herein for all purposes.

### **Exceptions to Conveyance and Warranty:**

1. Restrictive Covenants recorded in/under Volume 1186, Page 178, Teal Property Records of El Paso County, Texas but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status, or national origin;
2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements;
3. Standby fees, taxes and assessments by any taxing authority for the year 2021 and subsequent years, and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, which Grantee hereby assumes, subject to any prorations thereof;
4. Any and all claims of right, title and interest to the land, including but not limited to any right of possession or claim for damages relating to the land which has been asserted or may be asserted, of record or not, by or on behalf of any Indian Tribe, including but not limited to the Tigua Indian Tribe of El Paso, Texas, also known as Pueblo De La Ysleta del Sur, also known as the Ysleta del Sur Pueblo Indian Tribe, also known as the Tigua Indian Community, including but not limited to claims appearing in Affidavit of Julian Granillo, filed for record April 16, 1993, recorded in Volume 2553, Page 1958, Real Property Records, El Paso County, Texas;
5. 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 of El Paso County, Texas;
6. Title to all oil, gas and minerals of every kind and character in, on and under the insured premises, together with all rights, privileges and immunities relation thereto, heretofore reserved or conveyed by predecessors in title to Price's Producer's Incorporated, in Volume 1186, Page 178, Real Property Records, El Paso County, Texas;
7. Visible and apparent easements for road and public utilities existing on the ground; and
8. Any visible and apparent right of way road, drainage, and/or irrigation ditches.

**GRANTOR AND GRANTEE AGREE THAT GRANTEE IS ACCEPTING THE PROPERTY FROM GRANTOR IN ITS "AS IS, WHERE IS, AND WITH ALL FAULTS" CONDITION AND THAT THERE ARE NO REPRESENTATIONS OR EXPRESS OR IMPLIED WARRANTIES, EXCEPT THE SPECIAL WARRANTY OF TITLE CONTAINED IN THIS DEED. GRANTEE HAS NOT RELIED ON ANY INFORMATION OTHER THAN GRANTEE'S INSPECTION OF THE PROPERTY.**

Grantor, subject to the Severance of the Groundwater Estate and Reservations from Conveyance and the Exceptions to Conveyance and Warranty set forth above, grants, sells and conveys to Grantee the Property, together with all and singular the rights and appurtenances thereto in any way belonging, to have

and to hold the Property unto Grantee and Grantee's successors and assigns forever. Grantor binds Grantor and Grantor's successors and assigns to warrant and forever defend all and singular the Property unto Grantee and Grantee's successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof when the claim is by, through or under Grantor, but not otherwise, except as to the Severance of the Groundwater Estate and Reservations from Conveyance and the Exceptions to Conveyance and Warranty set forth above.

When the context requires, singular nouns and pronouns include the plural.

This Special Warranty Deed may be executed in multiple counterparts, each of which shall be deemed to be an original, and all of which, when taken together, shall constitute one and the same document.

*(Signature page and exhibits follow.)*

**EXECUTED** to be effective as of the date first stated above.

**GRANTOR:**

**THE CITY OF EL PASO,  
a Texas municipal corporation**

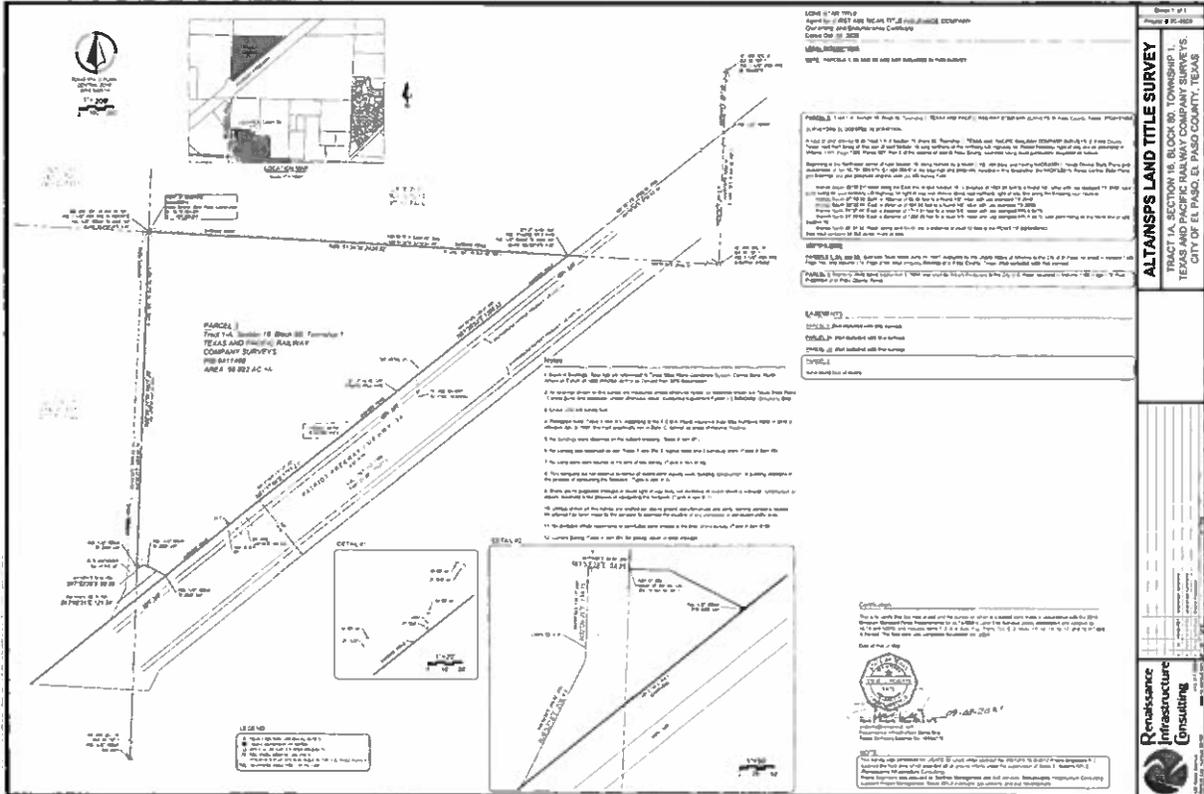
By: \_\_\_\_\_  
Name: Tomás Gonzalez  
Title: City Manager

THE STATE OF TEXAS           §  
  §  
COUNTY OF EL PASO         §

This instrument was acknowledged before me on the \_\_\_\_ day of \_\_\_\_\_, 2021, by **Tomás Gonzalez**, City Manager of the City of El Paso.

\_\_\_\_\_  
**NOTARY PUBLIC**, State of Texas

# EXHIBIT "A"



Sheet 1 of 1  
August 15, 2010

**ALTAIRPS LAND TITLE SURVEY**

TRACT 1A, SECTION 16, BLOCK 88, TOWNSHIP 1,  
TEXAS AND PACIFIC RAILWAY COMPANY SURVEY,  
CITY OF EL PASO, EL PASO COUNTY, TEXAS

**RENAISSANCE INFRASTRUCTURE CONSULTING**

## EXHIBIT "B"

Prepared for: El Paso Water  
March 25, 2021  
(Proposed 30' Utility Easement)

### METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a portion of Tract 1A, Section 16, Block 80, Township 1, Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County, Texas, and being more particularly described by metes and bounds as follows:

Commencing for reference at a 1.5" iron pipe in concrete found for the northwest corner of said Section 16, whence a cotton spindle in 2" pipe found for the northeast corner of said Section 16 bears, South 86°51'20" East (S90°00'00"E, Cert. #6953) a distance of 5,279.44 feet; Thence along the northerly line of Section 16, Block 80, Township 1, Texas and Pacific Railway Company Surveys, South 86°51'20" East a distance of 2394.86 to a set ½" rebar with cap marked TX 5152 for the "TRUE POINT OF BEGINNING".

Thence continuing along said line, South 86°51'20" East a distance of 45.27 feet to a point on the northerly right of way line of U.S. Highway No. 54 as described in volume 1181, page 1388, Real Property Records of El Paso County, Texas, from which a found 2" aluminum cap marked TX 6245 bears, South 88°41'17" West a distance 1.13 feet;

Thence along the northerly right of way line of U.S. Highway No. 54 the following four courses

1. South 51°38'13" West a distance of 1269.22 feet to a point from which found 2" aluminum cap marked TX 6245, bears North 89°44'41" West a distance of 1.60 feet;
- 2 South 51°37'54" West a distance of 1711.49 feet to a point from which found ½" rebar with cap marked SLI 2998 bears, North 84°02'22" West a distance 1.65 feet;
3. North 63°09'04" West a distance of 122.11 feet to a point from which a found ½" rebar with cap marked TX 2449 bears, North 82°17'19" West a distance of 1.57 feet;
4. North 87°56'01" West a distance of 60.00 feet to a point on the common line of section 16 and 17, Block 80, Township 1, Texas and Pacific Railway Company Surveys from which a found 1-½" pipe for the northeast corner of Section 16, Block 80, Township 1, Texas and Pacific Railway Company Surveys bears, North 02°03'59" East a distance of 1927.87 feet;

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Thence along the common line of Sections 16 and 17, Block 80, Township 1, Texas and Pacific Railway Company Surveys, North 02°03'59" East a distance of 30.00 feet to a set ½" rebar with cap marked TX 5152;

Thence leaving said line, South 87°56'01" East a distance of 66.59 feet to a set ½" rebar with cap marked TX 5152;

Thence, South 63°09'04" East a distance of 109.51 feet to a set ½" rebar with cap marked TX 5152;

Thence, North 51°37'54" East a distance of 1692.30 feet to a set ½" rebar with cap marked TX 5152;

Thence, North 51°38'13" East a distance of 1235.32 feet to "TRUE POINT OF BEGINNING" and containing 93,998 square feet or 2.1579 acres of land more or less.

NOTE: A Plat of even date accompanies this meets and bounds description.



Ron R. Conde  
R.P.L.S. No. 5152



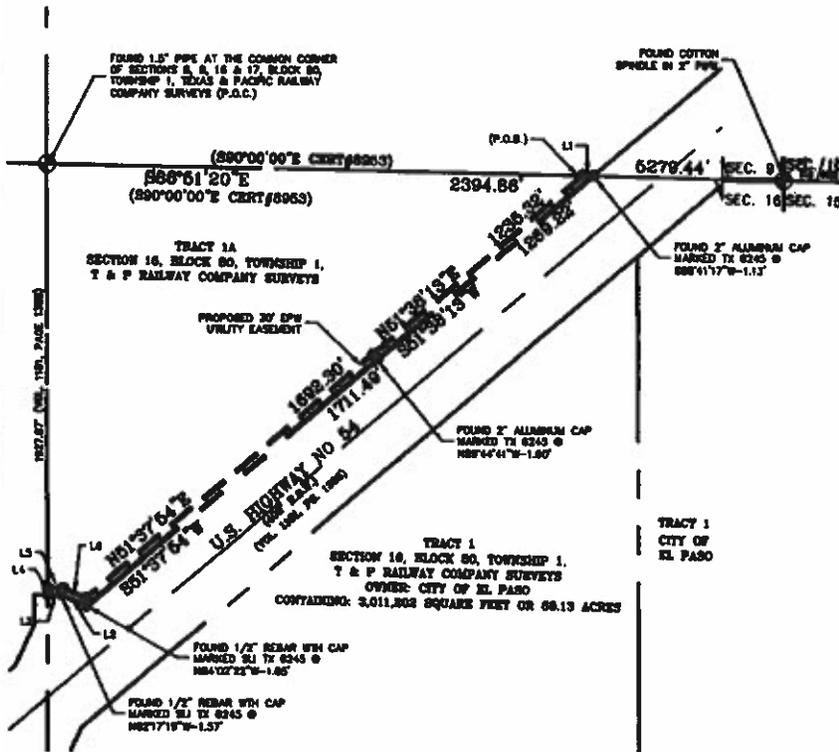
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CONDE INC  
ENGINEERING / LAND SURVEYING / PLANNING  
6080 SURETY DRIVE / SUITE 100 / EL PASO, TEXAS 79905  
(915) 592-0283 FAX (915) 592-0286 FIRM# 10078100

**NOTES:**

1. A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS DRAWING.
2. THIS SURVEY NOT INTENDED TO REFLECT IMPROVEMENTS WITHIN THIS PROPERTY.
3. SET  $\frac{1}{2}$ " REBARS WITH CAPS MARKED TX 5152 ON ALL CORNERS UNLESS OTHERWISE NOTED.
4. BEARINGS BASED ON CORRECTION DEED FROM THE CITY OF EL PASO TO THE STATE HIGHWAY AND PUBLIC TRANSPORTATION COMMISSION RECORDED IN VOLUME 1181, PAGE 1388, REAL PROPERTY RECORDS OF EL PASO COUNTY, TEXAS

LINE TABLE		
LINE	LENGTH	BEARING
L1	48.37'	S89°00'00"E
L2	122.11'	N89°00'00"W
L3	69.60'	N89°00'00"W
L4	30.60'	N89°00'00"W
L5	65.80'	S89°00'00"E
L6	108.84'	S89°00'00"E



**CERTIFICATION**  
 THIS PLAT REPRESENTS A SURVEY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF BASED ON THE FACTS EXISTING AT TIME OF THIS SURVEY.

\_\_\_\_\_  
 RON R. CONDE R.P.L.S #5152

JOB # 321-28	DATE: MARCH 25, 2021	FIELD: W.B.	OFFICE: R.C.
BEING A PORTION OF TRACT 1A, SECTION 16, BLOCK 80, TOWNSHIP 1, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS, EL PASO COUNTY, TEXAS			
CONDE INC. 6080 SURETY SUITE 100 EL PASO, TEXAS 79905, FIRM# 10078100			

SCALE: 1"=20'

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1300 Pennsylvania Avenue NW  
Washington, DC 20229



**U.S. Customs and  
Border Protection**

5 August 2021

Mr. John E. Balliew, P.E.  
President/CEO  
El Paso Water  
1154 Hawkins Blvd.  
El Paso, Texas 79925

Dear Mr. Balliew:

Please find enclosed the Offer to Sell regarding the Highway 54 land, NEC of HWY 54 and Mesquite Hill Drive, El Paso, Texas 79934. Based upon the current needs of the Central Processing Facility, El Paso Sector, we have determined the need to acquire an interest in property, which our records show you own. This tract is identified in Government records as EPT-EPS-F1200, which is identified as the Northwest Quarter (NW/4) of Section Sixteen (16), Block Eighty (80), Township No. 1, Texas Pacific Railway Survey and being northwest of Patriot Freeway, El Paso County, Texas. By delivering this letter, the U.S. Government is offering the agreed upon negotiated price of \$1,600,000 to purchase this interest in the above-described land.

This Central Processing Facility project is managed by U.S. Customs and Border Protection, which has engaged the U. S. Army Corps of Engineers (USACE) to obtain the real estate necessary to support this project.

We look forward to speaking with you and discussing this very important Facility Project. A USACE representative will contact you shortly to continue the negotiation process. Should you have any questions, please contact USACE Realty Specialist, Mr. Kenneth H. Davis, 817-886-1253 or e-mail [kenneth.h.davis@usace.army.mil](mailto:kenneth.h.davis@usace.army.mil).

Sincerely,

A handwritten signature in black ink that reads "Joseph Zidron".

Joseph Zidron  
Director, Real Estate, Environmental, and  
Leasing Division  
Border Patrol & Air and Marine Program  
Management Office  
U.S. Customs and Border Protection

Enclosure

**DEPARTMENT OF THE ARMY**  
**OFFER TO SELL REAL PROPERTY**

**Project:           CBP BPAM El Paso CPC Real  
Estate Acquisition**

**Tract No.:        EPT-EPS-F1200**

**Contract No.:   DACW63-6-21-\_\_\_\_\_**

The undersigned, El Paso Water Utilities- Public Service Board, a component unit of the City of El Paso, a Texas municipal corporation, hereinafter called the "Vendor", in consideration of the mutual covenants and agreements herein set forth, offers to sell and convey to The United States of America, hereinafter the "Vendee" and its assigns, the following described land, improvements, and appurtenances, located in the County of El Paso, State of Texas, bounded and described as set forth in Exhibit "A" attached hereto and made a part hereof (hereinafter the "Property") in fee simple title as described in Exhibit "B" attached hereto and made a part of; subject to the following exceptions and rights outstanding in third parties:

See additional terms of this Offer to Sell on Exhibit "C," attached hereto and made a part hereof, and the form of Temporary Right of Entry and Temporary Construction Easement related thereto, attached hereto as Exhibit "D" and made a part hereof

---

The Vendor reserves only the following rights and interests in the above described property (namely):

See the Grantor's reservations and exceptions contained on Exhibits "B" and "B-1" attached hereto and made a part hereof.

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The terms and conditions of this offer are as follows:

(1) The vendor agrees that this offer may be accepted by the United States through any duly authorized representative, by delivering, mailing, or electronically transmitting a notice of acceptance to the Vendor at the address stated below, at any time within THIRTY (30) days from the date hereof, whereupon this offer and the acceptance thereof become a binding contract.

(2) The United States of America agrees to pay to the Vendor of the said land the sum of ONE MILLION SIX HUNDRED THOUSAND DOLLARS AND ZERO CENTS (\$1,600,000.00), payable at the Closing (as defined below) upon approval by the United States of the Vendor's title at that time; and provided the Vendor can execute and deliver a good and sufficient general warranty deed, in accordance with Exhibits B and B-1 hereto, conveying said land with the hereditaments and appurtenances thereunto to The United States of America and its assigns, in fee simple, free and clear from all liens and encumbrances, except those specifically excepted or reserved, above.

(a) The closing of this transaction (the "Closing") is conditioned upon the authorization and approval of the City Manager of the City of El Paso of the transaction and the City Manager's signature on the Closing documents. Accordingly, the Closing shall take place within thirty (30) days from the date of approval by the City Council of the City of El Paso of an ordinance authorizing the City Manager to effectuate the sale of the Property by the Vendor to the United States Government or its assigns.

(3) It is agreed that the United States will defray the expenses incident to the preparation and recordation of the deed to The United States and the procurement of the necessary title evidence.

(4) The Vendor agrees to satisfy of record at or before the transfer of title, all encumbrances and special assessments which are a lien against the land, as the United States may require, and to pay the pro rata portion of all taxes on the property which are allocable to a period prior to and including the date of vesting title in The United States, or the effective date of possession of such real property by The United States, whichever is the earlier, and, if the Vendor fails to do so, the United States may pay any taxes, assessments, and encumbrances which are a lien against the land; that the amount of any such payments by the United States shall be deducted from the purchase price of the land; and that the Vendor will, at the request of the United States and without prior payment or tender of the purchase price, execute and deliver a general warranty deed to The United States and obtain and record such other curative evidence of title as may be required by the United States.

(5) The Vendor agrees that the United States may, notwithstanding the prior acceptance of this offer, acquire title to said land in the name of the United States by condemnation or other judicial proceedings, in which event the Vendor agrees to cooperate with the United States in the prosecution of such proceedings; agrees that the consideration hereinabove stated shall be the full amount of just compensation, inclusive of interest, for the taking of said land; agrees that the consideration recited in paragraph 2 hereof constitutes the full amount of the compensation for the land and shall be pro-rated among all persons having an interest in this property as their respective interests may appear; and agrees that the said consideration shall be in full satisfaction of any and all claims of the Vendor for payment for the right of occupancy and use hereinafter provided for in paragraph 7.

(6) The Vendor agrees that loss or damage to the property by fire or acts of God shall be at the risk of the Vendor until the title to the land and deed to The United States

have been accepted by the United States through its duly authorized representative or until the right of occupancy and use of the land, as herein below provided for, has been exercised by The United States; and, in the event that such loss or damage occurs before the risk of loss has passed to the United States, the United States may, without liability, refuse to accept conveyance of the title or it may elect to accept conveyance of title to such property, in which case there shall be an equitable adjustment of the purchase price.

(7) The Vendor hereby grants to The United States the right of immediate occupancy and use of the land for any purpose whatsoever from and after the acceptance by the United States of this offer until such time as said land is conveyed to The United States and, upon demand, the Vendor will immediately vacate the property and deliver possession to The United States.

(8) It is agreed that the spouse, if any, of the Vendor, by signing below, agrees to join in any deed to The United States and to execute any instrument deemed necessary to convey to The United States any separate or community estate or interest in the subject property and to relinquish and release any dower, curtesy, homestead, or other rights or interest of such spouse therein.

(9) The Vendor represents and it is a condition of acceptance of this offer that no Member of or Delegate to Congress, or Resident Commissioner, shall be admitted to or share any part of this agreement, or to any benefits that may arise therefrom; but this provision shall be not construed to extend to any agreement if made with a corporation for its general benefit.

(10) The terms and conditions aforesaid are to apply to and bind the heirs, executors, administrators, successors, and assigns of the Vendor.

(11) All terms and conditions with respect to this offer are expressly contained herein and the Vendor agrees that no representative or agent of the United States has made any representation or promise with respect to this offer not expressly contained herein.

SIGNED, SEALED, AND DELIVERED this \_\_\_\_\_ day of \_\_\_\_\_ 2021.

ACCEPTANCE OF OFFER TO SELL REAL PROPERTY

Date: \_\_\_\_\_

The offer of the Vendor contained herein is hereby accepted for and on behalf of the United States of America.

---

Hector Montalvo  
Director, Border Patrol Air and Marine  
Program Management Office  
Facilities Management and Engineering  
Office of Facilities and Asset Management  
U.S. Customs and Border Protection

NOTICE OF ACCEPTANCE OF THIS OFFER IS TO BE SENT TO:

---

(Name and Address)

EXECUTED on this the \_\_\_\_\_ day of \_\_\_\_\_, 2021 by:

EL PASO WATER UTILITIES-  
PUBLIC SERVICE BOARD

\_\_\_\_\_  
John Balliew  
President/CEO

APPROVED AS TO FORM:

  
Michaela Ainsa Grambling  
Assistant General Counsel

APPROVED AS TO CONTENT:

  
Alma De Anda  
Utility Land & Water Rights Manager

ACKNOWLEDGMENT

STATE OF TEXAS        )  
  )  
COUNTY OF EL PASO    )

This instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_ 2021, by JOHN BALLIEW, PRESIDENT/CEO, on behalf of the El Paso Water Utilities Public Service Board.

Notary Seal:

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

Commission Expires: \_\_\_\_\_

THIS SIGNATURE PAGE IS SOLELY FOR ADMINISTRATIVE PURPOSES FOR THE ACCEPTANCE OF THIS OFFER. SATISFACTION OF THE CONDITION TO SALE CONTAINED IN PARAGRAPH 2(a) OF THIS AGREEMENT REQUIRES THE SIGNATURE OF THE CITY MANAGER OF THE CITY OF EL PASO ON THE CLOSING DOCUMENTS.

EXECUTED on this the \_\_\_\_\_ day of \_\_\_\_\_, 2021 by:

**CITY OF EL PASO**, a Texas municipal corporation

\_\_\_\_\_  
By: Tomas Gonzalez  
Title: City Manager

**APPROVED AS TO CONTENT:**

*Elizabeth Triggs*  
By: Elizabeth Triggs  
Title: Strategic Partnerships Officer

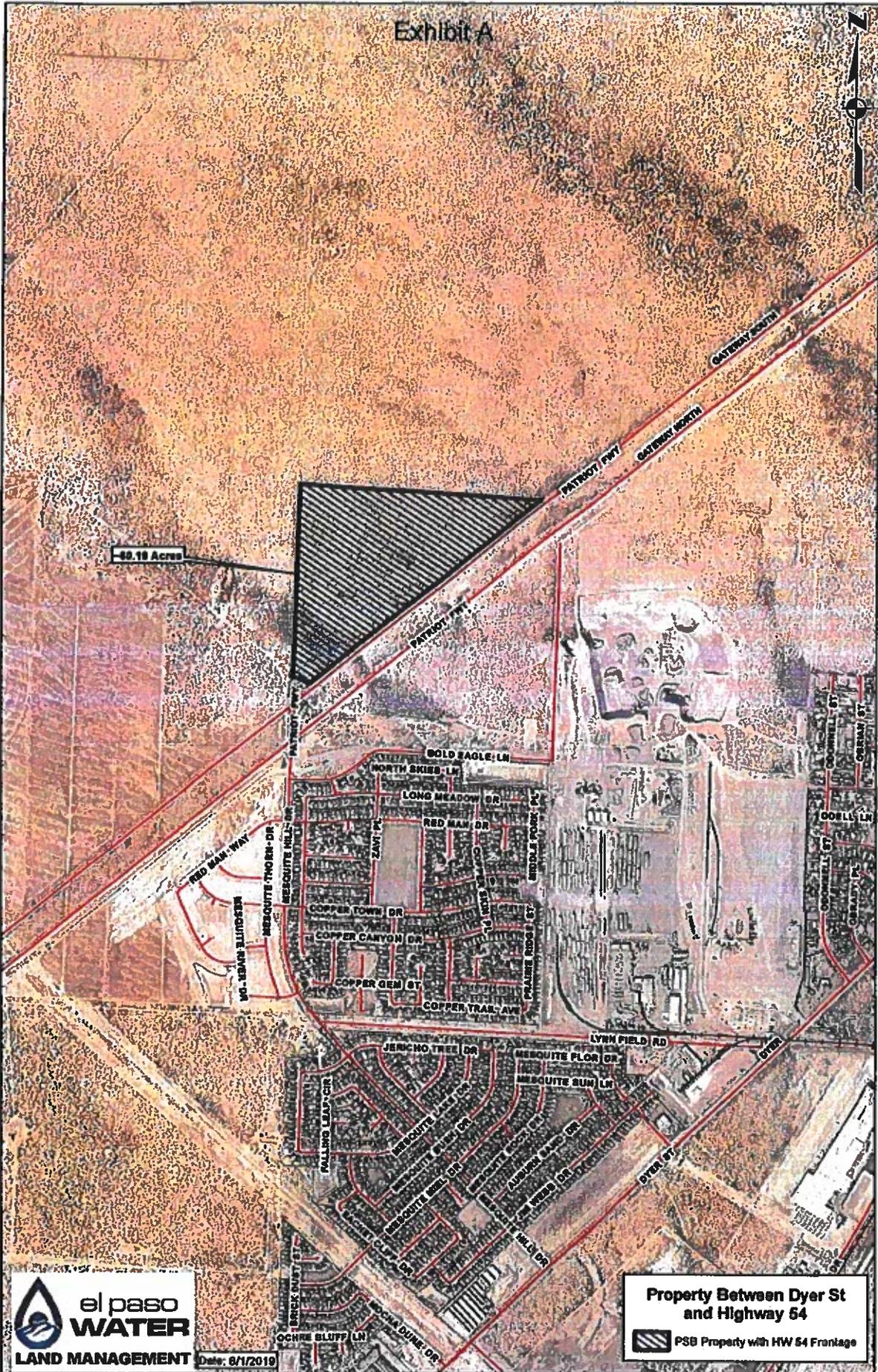
**APPROVED AS TO FORM: \***

*Omar De La Rosa*  
By: Omar De La Rosa  
Title: Assistant City Attorney

Exhibit A

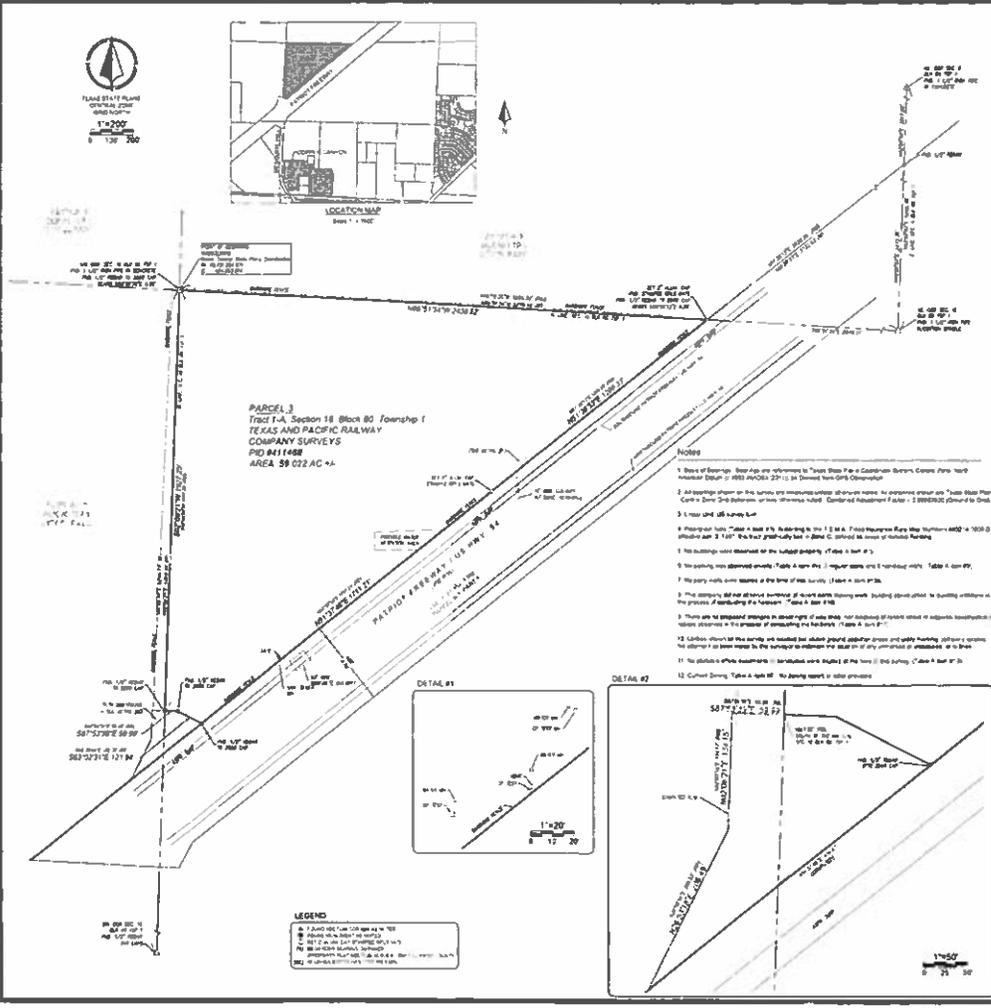


69.18 Acres



Date: 8/1/2019

Property Between Dyer St and Highway 54  
PSB Property with HW 54 Frontage



**LOVE STAR TITLE**  
 Agent for FIRST AMERICAN TITLE INSURANCE COMPANY  
 Commercial and Encumbrance Certificates  
 Dated Oct. 26, 2021

**LEGAL DESCRIPTION**  
 TRACT 1A, Section 16, Block 80, Township 1 N, Range 10 N, County of El Paso, State of Texas

**EXEMPTION**  
 A map of the land shown on this plat is attached to this plat as Exhibit 14. Said Exhibit 14 is a plat of the land shown on this plat as prepared by the Surveyor General of the State of Texas, and the same is hereby certified to be correct and true to the best of the Surveyor General's knowledge and belief.

**BASEMENTS**  
 PARCEL 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.

- Notes**
- Block of Easements: Bear Ags and references to Texas State Public Administration Commission, Chapter 190B, Subchapter 190B-001, 190B-002, 190B-003, 190B-004, 190B-005, 190B-006, 190B-007, 190B-008, 190B-009, 190B-010, 190B-011, 190B-012, 190B-013, 190B-014, 190B-015, 190B-016, 190B-017, 190B-018, 190B-019, 190B-020, 190B-021, 190B-022, 190B-023, 190B-024, 190B-025, 190B-026, 190B-027, 190B-028, 190B-029, 190B-030, 190B-031, 190B-032, 190B-033, 190B-034, 190B-035, 190B-036, 190B-037, 190B-038, 190B-039, 190B-040, 190B-041, 190B-042, 190B-043, 190B-044, 190B-045, 190B-046, 190B-047, 190B-048, 190B-049, 190B-050, 190B-051, 190B-052, 190B-053, 190B-054, 190B-055, 190B-056, 190B-057, 190B-058, 190B-059, 190B-060, 190B-061, 190B-062, 190B-063, 190B-064, 190B-065, 190B-066, 190B-067, 190B-068, 190B-069, 190B-070, 190B-071, 190B-072, 190B-073, 190B-074, 190B-075, 190B-076, 190B-077, 190B-078, 190B-079, 190B-080, 190B-081, 190B-082, 190B-083, 190B-084, 190B-085, 190B-086, 190B-087, 190B-088, 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190B-689, 190B-690, 190B-691

**Exhibit "B"**

**Offer to Sell**

**ESTATE TAKEN**

El Paso County, Texas

Tract: EPT-EPS-F1200

Owner: City of El Paso

Acres: 59.022

The estate taken is fee simple, subject to existing easements for public roads and highways, public utilities, railroads, and pipelines; and subject to all interests in minerals and appurtenant rights for exploration, development, production and removal of said minerals;

Excepting and excluding all interests in water rights and water distribution and drainage systems, if any, provided that any surface rights arising from such water rights or systems are subordinated to the United States' construction, operation, and maintenance of a border patrol station.

## EXHIBIT "B-1" to Offer

Prepared for: El Paso Water  
March 25, 2021  
(Proposed 30' Utility Easement)

### METES AND BOUNDS DESCRIPTION

Description of a parcel of land being a portion of Tract 1A, Section 16, Block 80, Township 1, Texas and Pacific Railway Company Surveys, City of El Paso, El Paso County, Texas, and being more particularly described by metes and bounds as follows:

Commencing for reference at a 1.5" iron pipe in concrete found for the northwest corner of said Section 16, whence a cotton spindle in 2" pipe found for the northeast corner of said Section 16 bears, South 86°51'20" East (S90°00'00"E, Cert. #6953) a distance of 5,279.44 feet; Thence along the northerly line of Section 16, Block 80, Township 1, Texas and Pacific Railway Company Surveys, South 86°51'20" East a distance of 2394.86 to a set ½" rebar with cap marked TX 5152 for the "TRUE POINT OF BEGINNING".

Thence continuing along said line, South 86°51'20" East a distance of 45.27 feet to a point on the northerly right of way line of U.S. Highway No. 54 as described in volume 1181, page 1388, Real Property Records of El Paso County, Texas, from which a found 2" aluminum cap marked TX 6245 bears, South 88°41'17" West a distance 1.13 feet;

Thence along the northerly right of way line of U.S. Highway No. 54 the following four courses

1. South 51°38'13" West a distance of 1269.22 feet to a point from which found 2" aluminum cap marked TX 6245, bears North 89°44'41" West a distance of 1.60 feet;
- 2 South 51°37'54" West a distance of 1711.49 feet to a point from which found ½" rebar with cap marked SLI 2998 bears, North 84°02'22" West a distance 1.65 feet;
3. North 63°09'04" West a distance of 122.11 feet to a point from which a found ½" rebar with cap marked TX 2449 bears, North 82°17'19" West a distance of 1.57 feet;
4. North 87°56'01" West a distance of 60.00 feet to a point on the common line of section 16 and 17, Block 80, Township 1, Texas and Pacific Railway Company Surveys from which a found 1-½" pipe for the northeast corner of Section 16, Block 80, Township 1, Texas and Pacific Railway Company Surveys bears, North 02°03'59" East a distance of 1927.87 feet;

Thence along the common line of Sections 16 and 17, Block 80, Township 1, Texas and Pacific Railway Company Surveys, North 02°03'59" East a distance of 30.00 feet to a set ½" rebar with cap marked TX 5152;

Thence leaving said line, South 87°56'01" East a distance of 66.59 feet to a set ½" rebar with cap marked TX 5152;

Thence, South 63°09'04" East a distance of 109.51 feet to a set ½" rebar with cap marked TX 5152;

Thence, North 51°37'54" East a distance of 1692.30 feet to a set ½" rebar with cap marked TX 5152;

Thence, North 51°38'13" East a distance of 1235.32 feet to "TRUE POINT OF BEGINNING" and containing 93,998 square feet or 2.1579 acres of land more or less.

NOTE: A Plat of even date accompanies this meets and bounds description.

  
-----  
Ron R. Conde  
R.P.L.S. No. 5152



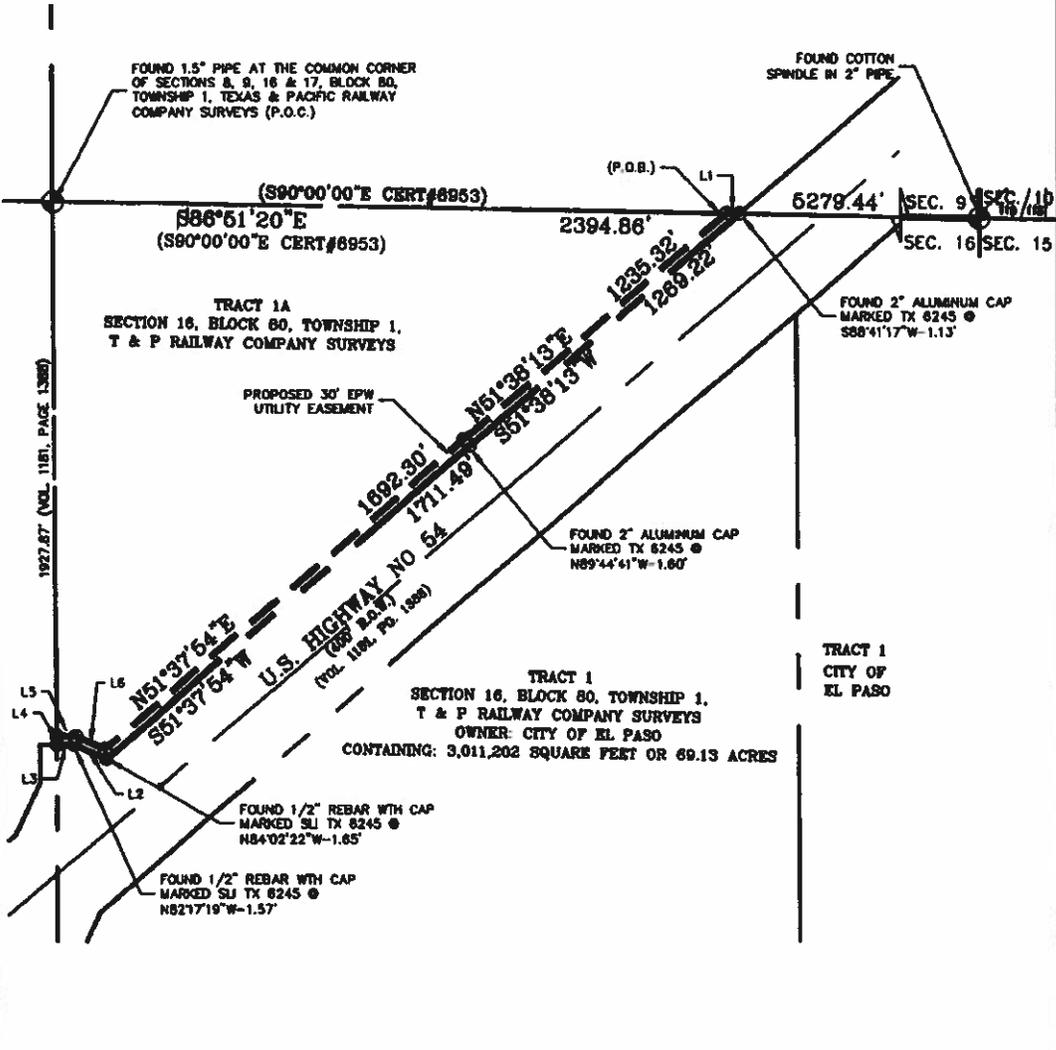
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CONDE INC  
ENGINEERING / LAND SURVEYING / PLANNING  
6080 SURETY DRIVE / SUITE 100 / EL PASO, TEXAS 79905  
(915) 592-0283 FAX (915) 592-0286 FIRM# 10078100

NOTES:

1. A METES AND BOUNDS DESCRIPTION OF EVEN DATE ACCOMPANIES THIS DRAWING.
2. THIS SURVEY NOT INTENDED TO REFLECT IMPROVEMENTS WITHIN THIS PROPERTY.
3. SET 1/2" REBARS WITH CAPS MARKED TX 5152 ON ALL CORNERS UNLESS OTHERWISE NOTED.
4. BEARINGS BASED ON CORRECTION DEED FROM THE CITY OF EL PASO TO THE STATE HIGHWAY AND PUBLIC TRANSPORTATION COMMISSION RECORDED IN VOLUME 1181, PAGE 1388, REAL PROPERTY RECORDS OF EL PASO COUNTY, TEXAS

LINE TABLE		
LINE	LENGTH	BEARING
L1	48.27'	S86°51'20"E
L2	122.11'	N83°05'04"W
L3	60.00'	N87°06'01"E
L4	30.00'	N02°03'38"E
L5	66.98'	S87°06'01"E
L6	108.81'	S83°05'04"E



CERTIFICATION

THIS PLAT REPRESENTS A SURVEY MADE ON THE GROUND BY ME OR UNDER MY SUPERVISION AND IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF BASED ON THE FACTS EXISTING AT TIME OF THIS SURVEY.

*Ron R. Conde*  
 RON R. CONDE R.P.L.S #5152

JOB # 321-28      DATE: MARCH 25, 2021      FIELD: W.B.      OFFICE: R.C.



BEING A PORTION OF TRACT 1A, SECTION 16, BLOCK 80, TOWNSHIP 1, TEXAS AND PACIFIC RAILWAY COMPANY SURVEYS EL PASO COUNTY, TEXAS

CONDE INC.  
 6080 SURETY SUITE 100  
 EL PASO, TEXAS 79905, FIRM# 10078100

CADD FILE: S:\SU\ME\SECTION 16

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.

**COMMITMENT FOR TITLE INSURANCE T-7**

ISSUED BY

**FIDELITY NATIONAL TITLE INSURANCE COMPANY**

We FIDELITY NATIONAL TITLE INSURANCE 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.

FIDELITY NATIONAL TITLE INSURANCE COMPANY

Countersigned:

By: 

Authorized Officer or Agent  
Laura K. Evans  
WestStar Title, LLC  
641 N. Stanton  
Suite 200  
El Paso, TX 79901  
Tel: 915-779-0500  
Fax: 915-775-9951



By:



Randy R. Quirk

President

Attest:



Marjorie Nemzura

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.

Title insurance insures you against loss resulting from certain risks to your title. The commitment for Title Insurance is the title insurance company's promise to issue the title insurance policy. The commitment is a legal document. You should review it carefully to completely understand it before your closing date.

*El seguro de título le asegura en relación a pérdidas resultantes de ciertos riesgos que pueden afectar el título de su propiedad.*

El Compromiso para Seguro de Título es la promesa de la compañía aseguradora de títulos de emitir la póliza de seguro de título. El Compromiso es un documento legal. Usted debe leerlo cuidadosamente y entenderlo completamente antes de la fecha para finalizar su transacción.

## TEXAS TITLE INSURANCE INFORMATION

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) 442-7067 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.

**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 parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction."

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

**COMMITMENT FOR TITLE INSURANCE T-7**

**ISSUED BY**

**FIDELITY NATIONAL TITLE INSURANCE COMPANY**

**SCHEDULE A**

Effective Date: **March 10, 2021, 5:00 pm**

GF No. **210337-COM**

Commitment No. \_\_\_\_\_, issued **March 19, 2021**

1. The policy or policies to be issued are:

- a. **OWNER'S POLICY OF TITLE INSURANCE (Form T-1)**  
(Not applicable for improved one-to-four family residential real estate)  
Policy Amount:  
**PROPOSED INSURED: TBD**
- 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**

4. Legal description of land:

**Tract 1A, Section 16, Block 80, Township 1, TEXAS AND PACIFIC RAILWAY  
COMPANY SURVEYS, in the City of El Paso, El Paso County, Texas, and being more  
particularly described by metes and bounds TO COME.**

## SCHEDULE B

### EXCEPTIONS FROM COVERAGE

In addition to the Exclusions and Conditions and Stipulations, your Policy will not cover loss, costs, attorney's fees, and expenses resulting from:

1. The following restrictive covenants of record itemized below (We must either insert specific recording data or delete this exception):

**Restrictive Covenants recorded in/under Volume 1186, Page 178, Real Property Records of El Paso County, Texas but omitting any covenant or restriction based on race, color, religion, sex, handicap, familial status, or national origin.**

2. Any discrepancies, conflicts, or shortages in area or boundary lines, or any encroachments or protrusions, or any overlapping of improvements.
3. Homestead or community property or survivorship rights, if any of any spouse of any insured. (Applies to the Owner's Policy only.)
4. Any titles or rights asserted by anyone, including, but not limited to, persons, the public, corporations, governments or other entities,
  - a. to tidelands, or lands comprising the shores or beds of navigable or perennial rivers and streams, lakes, bays, gulfs or oceans, or
  - b. to lands beyond the line of the harbor or bulkhead lines as established or changed by any government, or
  - c. to filled-in lands, or artificial islands, or
  - d. to statutory water rights, including riparian rights, or
  - e. to the area extending from the line of mean low tide to the line of vegetation, or the rights of access to that area or easement along and across that area.(Applies to the Owner's Policy only.)
5. Standby fees, taxes and assessments by any taxing authority for the year 2021, and subsequent years; and subsequent taxes and assessments by any taxing authority for prior years due to change in land usage or ownership, but not those taxes or assessments for prior years because of an exemption granted to a previous owner of the property under Section 11.13, Texas Tax Code, or because of improvements not assessed for a previous tax year. (If Texas Short Form Residential Loan Policy of Title Insurance (T-2R) is issued, that policy will substitute "which become due and payable subsequent to Date of Policy" in lieu of "for the year \_\_\_\_\_ and subsequent years.")
6. The terms and conditions of the documents creating your interest in the land.
7. Materials furnished or labor performed in connection with planned construction before signing and delivering the lien document described in Schedule A, if the land is part of the homestead of the owner. (Applies to the Loan Title Policy Binder on Interim Construction Loan only, and may be deleted if satisfactory evidence is furnished to us before a binder is issued.)

8. Liens and leases that affect the title to the land, but that are subordinate to the lien of the insured mortgage. (Applies to Loan Policy (T-2) only.)
9. The Exceptions from Coverage and Express Insurance in Schedule B of the Texas Short Form Residential Loan Policy of Title Insurance (T-2R). (Applies to Texas Short Form Residential Loan Policy of Title Insurance (T-2R) only.) Separate exceptions 1 through 8 of this Schedule B do not apply to the Texas Short Form Residential Loan Policy of Title Insurance (T-2R).
10. The following matters and all terms of the documents creating or offering evidence of the matters (We must insert matters or delete this exception.):
  - a. **All leases, grants, exceptions or reservations of coal, lignite, oil, gas and other minerals, together with all rights, privileges, and immunities relating thereto, appearing in the Public Records whether listed in Schedule B or not. There may be leases, grants, exceptions or reservations of mineral interest that are not listed.**
  - b. **Rights of parties in possession as tenants and/or lessees.**
  - c. **Any and all claims of right, title and interest to the land, including but not limited to any right of possession or claim for damages relating to the land which has been asserted or may be asserted, of record or not, by or on behalf of any Indian or Indian Tribe, including but not limited to the Tigua Indian Tribe of El Paso, Texas, also known as Pueblo De La Ysleta del Sur, also known as the Ysleta del Sur Pueblo Indian Tribe, also known as the Tigua Indian Community, including by not limited to claims appearing in Affidavit of Julian Granillo, filed for record April 16, 1993, recorded in Volume 2553, Page 1958, Real Property Records of El Paso County, Texas.**

**Company insures the Insured against loss, if any, sustained by the insured under the terms of this Policy by reason of the enforcement of said rights as to the land. Company agrees to provide defense to the Insured in accordance with the terms of this Policy if suit is brought against the Insured to enforce said rights as to the land.**

**d. OWNER POLICY:**

**Any and all liens arising by reason of unpaid bills or claims for work performed or materials furnished in connection with improvements placed, or to be placed, upon the subject land. However, the Company does insure the Insured against loss, if any, sustained by the Insured under this policy if such liens have been filed with the County Clerk of El Paso County, Texas, prior to the date hereof.**

**Liability hereunder at the date hereof is limited to \$\_\_\_\_\_. Liability shall increase as contemplated improvements are made, so that any loss payable hereunder shall be limited to said sum plus the amount actually expended by the Insured as improvements at the time the loss occurs. Any expenditures made for improvements, subsequent to the date of this policy, will be deemed made as of the date of this policy. In no event shall the liability of the Company hereunder exceed the face amount of this policy. Nothing contained in this paragraph shall be construed as limiting any exception or any printed provision of this policy.**

**(OWNER POLICY ONLY)**

**(EXCEPTION MAY BE DELETED IF PROPOSED TRANSACTION DOES NOT INCLUDE COST OF CONTEMPLATED IMPROVEMENTS, CONSTRUCTION OR REPAIRS.)**

**e. LOAN POLICY**

**Any and all liens arising by reason of unpaid bills or claims for work performed or materials furnished in connection with improvements placed, or to be placed, upon the subject land. However, the Company does insure the Insured against loss, if any, sustained by the Insured under this Policy if such liens have been filed with the County Clerk of El Paso County, Texas, prior to the date hereof.**

**Pending disbursement of the full proceeds of the loan secured by the lien instrument set forth under Schedule A hereof, this policy insures only to the extent of the amount actually disbursed, but increases as each disbursement is made in good faith and without knowledge of any defects in, or objections to, the title up to the face amount of the policy. Nothing contained in this paragraph shall be construed as limiting any exception under Schedule B, or any printed provision of this policy.**

**(LOAN POLICY ONLY)**

**(EXCEPTION MAY BE DELETED IF PROPOSED TRANSACTION DOES NOT INCLUDE COST OF CONTEMPLATED IMPROVEMENTS, CONSTRUCTION OR REPAIRS AND LOAN PROCEEDS ARE FULLY DISBURSED).**

- f. Any encroachment, encumbrance, violation, or adverse circumstance affecting the title that would be disclosed by an accurate and complete land survey of the land.**

**(NOTE: UPON RECEIPT OF A SURVEY ACCEPTABLE TO COMPANY, THIS EXCEPTION WILL BE DELETED. COMPANY RESERVES THE RIGHT TO ADD ADDITIONAL EXCEPTIONS PER ITS EXAMINATION OF SAID SURVEY.)**

- g. Title to all oil, gas and minerals of every kind and character in, on and under the insured premises, together with all rights, privileges and immunities relating thereto, heretofore reserved or conveyed by predecessors in title to PRICE'S PRODUCER'S, INCORPORATED, in Volume 1186, Page 178, Real Property Records, El Paso County, Texas.**
- h. Visible and apparent easements for roads and public utilities existing on the ground.**
- i. Any visible and apparent right of way for roads, drainage, and/or irrigation ditches.**
- j. NOTE: The company is prohibited from insuring the area or quantity of the land described herein. Any statement in the legal description contained in Schedule "A" as to the area or quantity of land is not a representation that such area or quantity is correct, but is made only for informal identification purposes and does not override Item 2 of Schedule "B" hereof.**

## SCHEDULE C

Your Policy will not cover loss, costs, attorneys' fees, and expenses resulting from the following requirements that will appear as Exceptions in Schedule B of the Policy, unless you dispose of these matters to our satisfaction, before the date the Policy is issued:

1. Documents creating your title or interest must be approved by us and must be signed, notarized and filed for record.
2. Satisfactory evidence must be provided that:
  - a. no person occupying the land claims any interest in that land against the persons named in paragraph 3 of Schedule A,
  - b. all standby fees, taxes, assessments and charges against the property have been paid,
  - c. all improvements or repairs to the property are completed and accepted by the owner, and that all contractors, sub-contractors, laborers and suppliers have been fully paid, and that no mechanic's, laborer's or materialmen's liens have attached to the property,
  - d. there is legal right of access to and from the land,
  - e. (on a Loan Policy only) restrictions have not been and will not be violated that affect the validity and priority of the insured mortgage.
3. You must pay the seller or borrower the agreed amount for your property or interest.
4. Any defect, lien or other matter that may affect title to the land or interest insured, that arises or is filed after the effective date of this Commitment.
5. **Title examination did not reveal any liens filed of record affecting the subject property. Company requires the Record Owner to execute an Affidavit as to Debts and Liens at or prior to closing that will either, (1) confirm there are no liens, recorded or unrecorded, against the subject property or, (2) disclose all liens, recorded or unrecorded, affecting the subject property. Should the affidavit reveal any liens affecting the subject property, Company may require additional examination of title and require a release of lien against the subject property at or prior to closing.**
6. **NOTE: Company requires metes and bounds prior to closing.**
7. **NOTE: The title insurance policy being issued to you contains an arbitration provision. It allows you or the Company to require arbitration if the amount of insurance is \$2,000,000.00 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision BEFORE the policy is issued. If you are the purchaser in the transaction and elect deletion of the arbitration provision, a form will be presented to you at closing for execution. If you are the lender in the transaction and desire deletion of the arbitration provision, please inform us through your Loan Closing Instructions. (Not applicable to the Texas Residential Owner**

**Policy)**

- 8. NOTE: Please be advised if a partnership, joint venture, trust, or a corporation is involved in this transaction, either as a seller, purchaser or borrower, we will require for our review prior to closing, copies of the partnership agreement, joint venture agreement, trust agreement, or corporate resolution authorizing the transaction, and evidence that the corporation is in good standing to authorize the insured transaction.**
- 9. We must be in receipt of a tax certificate indicating all taxes paid through the year preceding the current year as shown on Schedule B, prior to closing.**
- 10. NOTE: The Texas Secretary indicates that a Texas Notary Public must use an identification card issued by a governmental agency or a passport issued by the United States to identify the signer. Parties to the transaction must be prepared to furnish acceptable picture identification at closing.**
- 11. Funds deposited by parties to the transaction must comply with Texas Department of Insurance Procedural Rule P-27. To avoid delays in disbursement, Company recommends that deposits in excess of \$100,000 be made by wire transfer. Contact your closing team for wiring instructions.**
- 12. NOTE: Copies of the title exceptions shown on Schedule B of this commitment are available for view or print on the El Paso County, Texas website at [www.epcounty.com](http://www.epcounty.com) under Official Public Records.**
- 13. NOTE: Prior to closing, the company must have information whether the real property recording office for the county in which the Land is located is closed due to the COVID-19 emergency. If recording has been restricted, specific underwriting approval is required; and, additional requirements may be made.**
- 14. NOTE: The Company reserves the right to raise exceptions and requirements or determine that it will not issue a title policy based upon the details of the transaction, the review of the closing documents, and changes in recording and title searching capabilities resulting from the COVID-19 virus.**

Countersigned  
WestStar Title, LLC

By



**COMMITMENT FOR TITLE INSURANCE**

**SCHEDULE D**

GF No. **210337-COM**

Effective Date: **March 10, 2021, 5:00 pm**

Pursuant to the requirements of Rule P-21, Basic Manual of Rules, Rates and Forms for the writing of Title Insurance in the State of Texas, the following disclosures are made:

1. The following individuals are directors and/or officers, as indicated, of the Title Insurance Company issuing this Commitment

**Underwriter: Fidelity National Title Insurance Company, A California corporation**

The issuing Title Insurance Company, Fidelity National Title Insurance Company, is a corporation whose shareholders owning or controlling, directly or indirectly, 10% of said corporation, directors and officers are listed below:

**Shareholders:** Fidelity National Group, Inc. which is owned 100% by FNTG Holdings, LLC which is owned 100% by Fidelity National Financial, Inc.

**Directors:** Raymond Randall Quirk, Anthony John Park, Michael Louis Gravelle, Michael J. Nolan

**Officers:** President, Raymond Randall Quirk, Executive Vice President, Anthony John Park, Secretary, Michael Louis Gravelle, Treasurer, Daniel Kennedy Murphy

2. The following disclosures are made by WestStar Title, LLC pursuant to Rule P-21.
  - a. The names of each shareholder, owner, partner or other person having, owning or controlling one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium are as follows:

**Owners:** WestStar Bank (Texas Banking Association)

- b. Each shareholder, owner, partner or other person having, owning or controlling ten percent (10%) or more of an entity that has, owns or controls one percent (1%) or more of the Title Insurance Agent that will receive a portion of the premium are as follows:

WestStar Bank Holding Company, Inc.

- c. The following persons are officers and directors of the Title Insurance Agent:

**WestStar Title, LLC**

**Officers:** David Osborn, President,  
Rodolfo Telles, Sr. Senior Vice President, Title Examination Manager  
Travis Joel Smith, Vice President/Commercial Escrow Manager  
Rachel Samaniego Valles, Vice President/Branch Manager  
Jaime Gloria, Escrow Accounting Manager

3. You are entitled to receive advance disclosure of settlement charges in connection with the proposed transaction to which this commitment relates. Upon your request, such disclosure will be made to you. Additionally, the name of any person, firm or corporation receiving a portion of the premium from the settlement of this transaction will be disclosed on the closing or settlement statement.

You are further advised that the estimated title premium\* is:

Owner's Policy	<u>\$0.00</u>
Loan Policy	<u>\$0.00</u>
Endorsement Charges	<u>\$0.00</u>
Other	<u>\$0.00</u>
Total	<u>\$0.00</u>

Of this total amount: 15% will be paid to the policy issuing Title Insurance Company; 85% will be retained by the issuing Title Insurance Agent; and the remainder of the estimated premium will be paid to other parties as follows:

<u>Amount</u>	<u>To Whom</u>	<u>For Services</u>
---------------	----------------	---------------------

" The estimated premium is based upon information furnished to us as of the date of this Commitment for Title Insurance. Final determination of the amount of the premium will be made at closing in accordance with the Rules and Regulations adopted by the Commissioner of Insurance."

**DELETION OF ARBITRATION PROVISION**

(Not applicable to the Texas Residential Owner's Policy)

ARBITRATION is a common form of alternative dispute resolution. It can be a quicker and cheaper means to settle a dispute with your Title Insurance Company. However, if you agree to arbitrate, you give up your right to take the Title Insurance Company to court and your rights to discovery of evidence may be limited in the arbitration process. In addition, you cannot usually appeal an arbitrator's award.

**Your policy contains an arbitration provision (shown below). It allows you or the Company to require arbitration if the amount of insurance is \$2,000,000 or less. If you want to retain your right to sue the Company in case of a dispute over a claim, you must request deletion of the arbitration provision before the policy is issued. You can do this by signing this form and returning it to the Company at or before the closing of your real estate transaction or by writing to the Company.**

The arbitration provision in the Policy is as follows:

"Either the Company or the Insured may demand that the claim or controversy shall be submitted to arbitration pursuant to the Title Insurance Arbitration Rules of the American Land Title Association ("Rules"). Except as provided in the Rules, there shall be no joinder or consolidation with claims or controversies of other persons. Arbitrable matters may include, but are not limited to, any controversy or claim between the Company and the Insured arising out of or relating to this policy, any service in connection with its issuance or the breach of a policy provision, or to any other controversy or claim arising out of the transaction giving rise to this policy. All arbitrable matters when the Amount of Insurance is \$2,000,000 or less shall be arbitrated at the option of either the Company or the Insured, unless the Insured is an individual person (as distinguished from an Entity). All arbitrable matters when the Amount of Insurance is in excess of \$2,000,000 shall be arbitrated only when agreed to by both the Company and the Insured. Arbitration pursuant to this policy and under the Rules shall be binding upon the parties. Judgment upon the award rendered by the Arbitrator(s) may be entered in any court of competent jurisdiction."

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

## PRIVACY POLICY NOTICE

### **We Are Committed to Safeguarding Customer Information**

Financial Institutions choose how they share your personal information. Federal and state laws give consumers the right to limit some but not all sharing. Title V of the Gramm-Leach-Bliley Act (GLBA) governs the treatment of nonpublic personal information about consumers by financial institutions. GLBA generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed.

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. WestStar Title values you as a customer and respects your right to privacy. We recognize the importance of protecting the confidentiality and security of the information we collect about individuals. We understand that you may be concerned about what we will do with such information. The following is WestStar Title's privacy policy regarding information we collect. This privacy policy governs the use and handling of your personal information. It provides an explanation of the types of information we collect, the means used to collect such information, an explanation of how we share the information collected, and an explanation of how we protect such information. Please read this notice carefully to understand what we do.

### **Applicability**

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from a public record or from another person or entity.

### **Types of Information We Collect**

In the course of our business we may collect personal information about you. The types of information we collect and share depend on which of our services you are utilizing. This information can include:

- Information we receive from you whether in writing, in person, by telephone or any other means. This can include application information (such as assets and income) and identifying information (such as name, address, and social security number);
- Information about your transaction with us our affiliated companies, or others; this can include information about balances, payment history, and parties to the transaction) and
- Information we receive from a consumer reporting agency, this can include information about your creditworthiness.

### **Use of Information We Collect**

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. We will not release your information to nonaffiliated parties except:

- as necessary for us to provide the product or service you have requested of us, such as to process account transactions, maintain accounts, respond to court orders and legal investigations; or
- as permitted by law.

We may store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis.

In the course of our general business practices we may disclose the information we collect (as described above) about you to the following types of institutions for the reasons described below:

- To third party service providers to provide you with services you have requested this can be done by processing your transactions and maintain your account. These companies can include title insurers, property and casualty insurers, and companies involved in real estate services (appraisal companies, home warranty companies, and escrow companies).
- To companies that perform marketing services on our behalf.

**Information We May Disclose to Our Affiliates**

WestStar Title has the following affiliates: WestStar Bank, WestStar Insurance Agency, Inc., and WestStar Bank Holding Company Inc. We do not share personal information with our affiliates so they can market or make solicitations to you. We may share information about your transactions and experiences – this can include information such as your payment history – with our affiliates for their everyday business purposes, you cannot limit the sharing of this information.

**Former Customers**

Even if you are no longer our customer, our Privacy Policy will continue to apply to you.

**Confidentiality and Security**

To protect your personal information from unauthorized access and use, we use security measures and maintain physical, electronic, and procedural safeguards that comply with federal law. We restrict access to personal information about you to those individuals and entities who need to know that information to provide products or services to you. We train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this privacy policy.

**Note:** The above Privacy Policy applies to individuals who obtain services or products that are to be used for personal family or household purposes.

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BURGES, SCOTT, RASBERRY & HULSE  
FIRST NATIONAL BUILDING  
EL PASO, TEXAS

35062

THE STATE OF TEXAS

COUNTY OF EL PASO

KNOW ALL MEN BY THESE PRESENTS:

That PRICE'S PRODUCERS, INCORPORATED, a Texas Corporation, for and in consideration of the sum of One Hundred Fifty-three Thousand Five Hundred Thirty-eight and 35/100 (\$153,538.35) Dollars, and other good and valuable considerations, to it in hand paid by THE CITY OF EL PASO, a Municipal Corporation, has Granted, Sold and Conveyed, and by these presents does Grant, Sell and Convey unto the said THE CITY OF EL PASO, of the County of El Paso, State of Texas, subject to the exceptions, reservations, covenants and conditions hereinafter stated, all those certain tracts or parcels of land, situated in El Paso County, Texas, and described as follows, to-wit:

All of Section Four (4), Block Eighty (80), Tsp. No. 1, T&P Survey, containing 658.9 acres;

All of Section Five (5), Block Eighty (80), Tsp. No. 1, T&P Survey, containing 655.67 acres;

All of Section Six (6), Block Eighty (80), Tsp. No. 1, T&P Survey, containing 652.48 acres;

All of Section Seven (7), Block Eighty (80), Tsp. No. 1, T&P Survey; EXCEPT 40.11 acres of land known and described as the Southeast Quarter of the Southeast Quarter of said Section Seven (7), containing 601.29 acres;

All of Section Eight (8), Block Eighty (80), Tsp. No. 1, T&P Survey; EXCEPT 40.11 acres of land known and described as the Southwest Quarter of the Southwest Quarter of said Section Eight (8), and 40 acres of land known and described as the Northwest Quarter of the Northwest Quarter of said Section Eight (8), containing 559.89 acres;

All of Section Nine (9), Block Eighty (80), Tsp. No. 1, T&P Survey, containing 640 acres;

The North One-half and the Northeast Quarter of the Southeast Quarter of Section Sixteen (16), Block Eighty (80), Tsp. No. 1, T&P Survey, containing 382.4 acres;

All of Section Eighteen (18), Block Eighty (80), Tsp. No. 1, T&P Survey; EXCEPT the Southeast Quarter, and the Northwest Quarter of the Northeast Quarter of said Section Eighteen (18) and sixty (60.0) acres of land more or less located in the east one-half of the Northeast Quarter of the said Section Eighteen (18), which

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sixty (60.0) acres of land are described as follows: BEGINNING at the corner common to Sections 7, 8, 17 and 18, Block Eighty (80), Tsp. 1, T&P Survey in El Paso County, Texas; THENCE along the line between said Sections 17 and 18, S. 1° 02' 30" E. 2247.0 feet to the northeast line of the El Paso Natural Gas Company right of way fence; THENCE along said right of way, N. 55° 40' W., 1618.87 feet to the west line of the east one-half of the Northeast Quarter of said Section Eighteen; THENCE along the west line of the East one-half of the Northeast Quarter of the said Section 18, N. 1° 02' 30" W. 1509.79 feet to the line between said Sections 7 and 18; THENCE along the line between said Sections 7 and 18, S. 89° 58' E. 1320.0 feet to the place of beginning and containing 60.0 acres of land, more or less, the land here conveyed to grantee in said Section Eighteen (18) being 381.4 acres.

But it is expressly stipulated and agreed that the Grantor herein excepts and reserves from this conveyance and hereby expressly excepts and reserves all oil, gas and other minerals of every nature in and under the above described land. This is not a reservation of the water under said land, except that free use of sufficient water is excepted and reserved for development of the oil, gas and other minerals under said land but not elsewhere. But it is agreed that Grantor, its successors and assignees, will not drill or mine minerals within 150 feet of any established water well of the City of El Paso, Texas, unless written consent is first obtained from the Municipal Water and Sewerage System of the City of El Paso, Texas, authorizing drilling or mining closer to such well. Grantor, its successor and assigns, shall give written notice to Grantee, its successors and assigns, fourteen (14) days in advance of its intention to drill wells, giving the location and when such drilling is to commence.

Out of the grant hereby made there is, however, further excepted and reserved to the Grantor herein, the right to the possession and use of the surface of all of the above described land for grazing purposes for a period of ten years from this date, and it is understood and agreed that the Grantor shall have, and it hereby has, during the time it remains in lawful possession of the surface of the above described land, the right and power to the reasonable use of stock-water in connection with using said land for grazing purposes, to the exclusive use of the corrals, windmills, wells, tanks, and water lines on said property, and when this exception or reservation ends or is terminated as hereinafter provided, to remove said corrals, windmills, tanks, water lines and well pipe (but not the well casing) which have been heretofore or may be hereafter placed on said premises by Grantor, or its lessees, assignees, grantees or permittees, but this exception and reservation pertaining to Grantor's right to the possession and use of the premises for grazing purposes and its rights and powers in connection therewith is made on the condition that either Grantor or Grantee may terminate this exception and reservation upon ninety (90) days written notice to the other party, and Grantor agrees to pay Grantee

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five cents (5¢) per acre per annum, payable annually in advance while this exception and reservation is in effect. The rights excepted and reserved to Grantor in this clause shall not be assigned, in whole or in part, without the consent of Grantee.

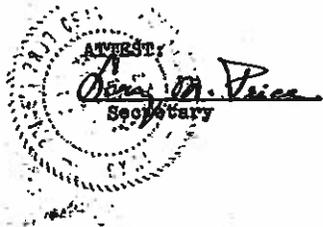
This conveyance is made subject to all property or rights vested in the State of Texas, in El Paso County, Texas, or in El Paso Natural Gas Company, by quitclaim deed, right of way deed, or right of way easements now of record in the office of the County Clerk of El Paso County, Texas, and this conveyance insofar as it covers lands in said Sections Four (4), Eight (8), Sixteen (16) and Eighteen (18), is made subject to ~~the covenants and conditions in~~ ~~the deed of record in Book 835, page 220, of the~~ ~~deed records of El Paso County, Texas, including~~ the right of F. H. Reeves to have water from such lands for his needs as long as he owns the store at Newman on the boundary between New Mexico and Texas.

TO HAVE AND TO HOLD the above described premises, together with all and singular, the rights and appurtenances thereto in anywise belonging unto the said THE CITY OF EL PASO, its successors and assigns forever, subject to all of the exceptions, reservations and rights of others hereinabove stated; and PRICE'S PRODUCERS, INCORPORATED, a Texas Corporation, does hereby bind itself, its successors and assigns, to warrant and forever defend all and singular the said premises unto the said THE CITY OF EL PASO, its successors and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any part thereof, subject to all of the exceptions, reservations and rights of others hereinabove stated, and does warrant that the land above conveyed, with the exception of said Section Nine (9) contains the number of acres stated; provided, however, that if a deficiency be discovered therein, Grantor, its successors and assigns, shall be liable only to refund that part of the total purchase price applicable to those acres which might be found to be lacking, the parties hereto having arrived at the total purchase price paid by Grantee on the basis of a certain sum per acre. And Grantee by accepting this deed covenants for itself, its successors and assigns, that if any excess acres above those stated herein be discovered, Grantee, its successors and assigns, will pay to Grantor, its

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successor or assigns that sum for each such excess acre as was originally agreed upon by Grantor and Grantee as the purchase price per acre for land in such section as in which such excess shall be found to exist. (This sum varied with the different sections described herein and was not applicable to said Section Nine (9), which was exchanged to Grantee for other land owned by it. Originally, as a part of this transaction, Grantor and Grantee had agreed that Grantor would exchange all of said Section Nine (9), Block Eighty (80), Tsp. No. 1, T&P Survey, for all of Section Seventeen (17), Block Eighty (80), Tsp. No. 1, T&P Survey, owned by Grantee or to be acquired by it. Subsequently, the parties ascertained that the north one-half of the Northeast Quarter and the Southeast Quarter of the Northeast Quarter of said Section Seventeen (17) was unsuitable for Grantor's uses, so that it was agreed between them that Grantee would except and reserve out of its conveyance to Grantor of said Section Seventeen (17) said unsuitable portions and Grantor would except and reserve from this conveyance a like amount of land being three quarter quarter sections, one each in said Sections Seven (7), Eight (8) and Eighteen (18), which are above so excepted, to adjust for that part of said Section Seventeen (17) not being conveyed to it, and that the purchase price for the land herein conveyed would remain the same just as if said three quarter quarter sections had not been excepted and reserved herein.)

IN TESTIMONY WHEREOF, the said PRICE'S PRODUCERS, INCORPORATED, a Texas Corporation, has caused these presents to be executed by its officers thereunto duly authorized, this 3 day of September 1954.



Robert B. Price  
Secretary

PRICE'S PRODUCERS, INCORPORATED,  
By Robert B. Price  
Robert B. Price, President

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THE STATE OF TEXAS  
COUNTY OF EL PASO

BEFORE ME, the undersigned authority,  
a Notary Public in and for said County and State, on this day  
personally appeared ROBERT B. PRICE, President of PRICE'S PRODUCERS,  
INCORPORATED, known to me to be the person and officer whose name  
is subscribed to the foregoing instrument, and acknowledged to me  
that the same was the act and deed of the said PRICE'S PRODUCERS,  
INCORPORATED, a Texas Corporation, and that he executed the same  
as the act of such Corporation, for the purposes and consideration  
therein expressed, and in the capacity therein stated.

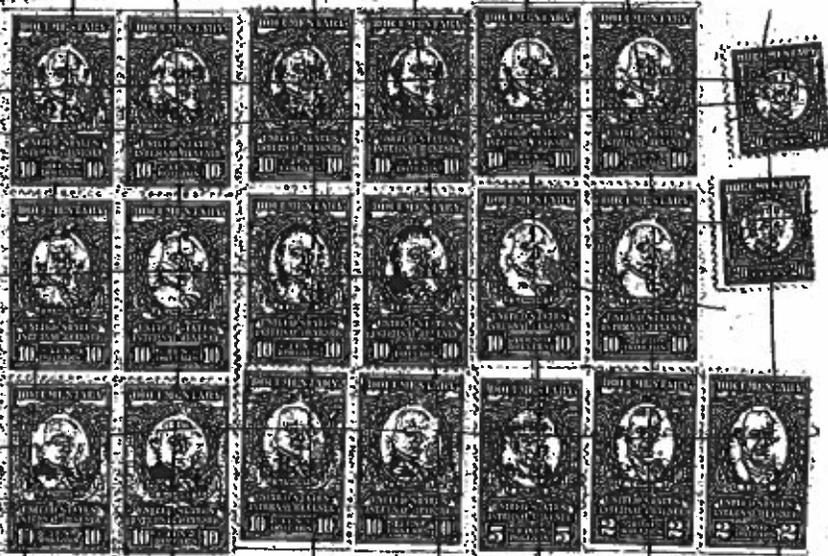
GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 16 day of

*September* 1954.



TOM B. NEWMAN, Notary Public  
in and for El Paso County, Texas  
commission expires June 1, 1955

*Tom B. Newman*  
Notary Public in and for  
El Paso County, Texas.



35062	PRICE'S PRODUCERS, INCORPORATED TO THE CITY OF EL PASO	WARRANTY DEED	FILED FOR RECORD IN MY OFFICE 1954 SEP 16 PM 4 20 <i>W. D. ...</i>	BURGES, SCOTT, RASBERRY & HULSE FIRST NATIONAL BUILDING EL PASO, TEXAS 9/2
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## **EXHIBIT "C" to Offer**

The Vendor shall be responsible to provide the major diameter water and sanitary sewer main extensions (sized 16 inches in diameter and above) to the site, and the United States Government shall provide the smaller diameter water and sewer main (12 inches and under) extensions to the site, in accordance with the following terms:

- (1) Prior to performing any obligations under this Exhibit "C," the United States Government agrees to execute a Temporary Right of Entry and Temporary Construction Easement in substantially the form attached to this Offer as **Exhibit "D"** and incorporated fully herein, to permit Vendor EPWater entry over and across, under and through the Property to perform the work.
- (2) The design plans for the major diameter water and sanitary sewer main extensions shall be presented to the United States Government by the Vendor prior to construction to verify that they will be sufficient for supporting the activities currently planned at the site.
- (3) Two points of connection to the water system shall be provided to the site, one on each side of the existing "tee" that extends from the east side of US Highway 54, to a new parallel 12" water main to be constructed by the United States Government that will extend to the north and south along the frontage of US Highway 54 within a new 30-ft utility easement to allow service connections for domestic and fire service pipes.
- (4) The vendor shall provide a minimum of one (1), and up to two (2), domestic water service connections and a minimum one (1), and up to two (2), fire service connections, to be confirmed by vendee on or before December 31, 2021.
- (5) Additionally, the vendor shall not require the construction of an extension of the parallel 12" water main by the United States Government, but shall instead require the United States Government to cap both ends of the water main beyond the service connections with a tee adapter or other device approved by Vendor to support future expansion of services to adjacent parcels.
- (6) One point of connection shall be provided at the south/downstream corner of the property to a new 12" sanitary sewer main to be constructed by the United States Government that will extend along the full frontage of US Highway 54 within the utility easement described herein.
- (7) A minimum of one (1), and up to three (3), sanitary sewer connections, to be confirmed by the United States Government on or before December 31, 2021.
- (8) The United States Government shall be responsible for the extension of smaller diameter mains to serve the site.
- (9) The United States Government shall cap the upstream end of the sewer main at the north property line with a tee adapter or other device approved by Vendor to support future expansion of services to adjacent parcels.



the above-described easement and rights unto Grantee, its successors and assigns, against every person whomsoever lawfully claiming or to claim the same or any part thereof for the duration of this Easement.

Grantee, or its contractor's will perform the Work in a good and workmanlike manner, and will keep the Easement Property in good maintenance and repair at its sole cost and expense. Grantee will separate by cones or other appropriate construction safety barriers ("*Cone Off*") the Easement Area while Grantee occupies the Easement Area.

In accepting this grant, Grantee agrees that it will restore the property to the same or better condition as it was in prior to Grantee's use hereunder, subject only to the elements, other natural causes, and acts of God, and will remove all of its equipment, tools, trash and debris from the Easement prior to the termination of the Easement.

3. **TERM.** This Temporary Right of Entry & Construction Easement shall commence upon the Execution Date, as defined herein, and shall terminate when the Project is complete or one (1) year thereafter unless extended by written agreement signed by both parties hereto.

4. **INSURANCE.** Through the term of this Temporary Right-of-Entry and prior to using the sites, Grantee, or its contractor shall maintain insurance coverage in the amounts required by Grantor and its affiliates and shall name Grantor as additional insured as provided on Exhibit "C" attached hereto and incorporated herein. Grantor shall be provided with ELECTRONIC copies of all policy documents evidencing such coverage prior to Grantor's use of the sites.

5. **CONDITION OF PROPERTY AND ACCESS.** Grantee accepts the Easement Property in its present condition, as is. Grantor reserves the right to the full use and enjoyment of the property encumbered by the Easement, except as otherwise provided herein, and such use shall not hinder, conflict, or interfere with the exercise of Grantee's rights hereunder, so long as this Easement is in existence.

Grantee and Grantee's employees, agents, and invitees, shall, at all times, have access from Grantor's property to the land covered by this Easement and Grantor shall not prohibit ingress to or egress from Grantor's adjacent land because of construction or for any other reason.

During the term of this TROE & Construction Easement, Grantee shall remove all construction materials and all excavation debris and surrender the Easement Property to the Grantor in the same condition as its present condition at the end of each day, subject to inspection and confirmation by Grantor. Upon termination, Grantee shall remove all construction materials and all excavation debris and surrender the Easement Property to the Grantor in the same condition as the Easement Property existed as of the Execution Date of this Easement. If Grantee has not complied with the terms of this section within 5 days of termination Grantor's may pursue all of its rights and remedies available to Grantor by law and in equity.

6. **DEFAULT.** If Grantee defaults under any provision of this Easement, in addition to any other remedies available at law or in equity, Grantor will be entitled to:

- a terminate this Easement on written notice to Grantee;
- b obtain specific performance or any other appropriate equitable relief against Grantee; and/or;
- c in the case of incomplete repairs, Grantor may complete the necessary repairs and Grantee will promptly pay Grantor for the actual cost of the repairs plus a charge of 20% of the actual cost to account for overhead costs and expenses.

7. **TERMINATION BY GRANTOR FOR CONVENIENCE OR NECESSITY.**

- a Grantor may terminate this Easement for cause with thirty (30) days' written notice to Grantee via US Mail or Hand Delivery as follows:

El Paso Water Utilities-Public Service Board  
Alma DeAnda  
Utility Land and Water Rights Manager  
P.O. Box 511  
El Paso, Texas 79961-0001  
Fax: (915) 594-5699  
Email Address: [ADeAnda@epwu.org](mailto:ADeAnda@epwu.org)

- b Grantor may terminate this Easement for necessity with seven (7) days' written notice. Said notice shall include an explanation of the circumstances which led to Termination for Necessity. Determination of necessity will be the sole purview of the Grantor and based upon the mission and mandate of the UNITED STATES GOVERNMENT.

8. **AUTHORITY.** Each of the signatories hereto expressly warrants are duly authorized to sign this Agreement for their principal and to bind their principal.

*[Signatures begin on the following page]*



**GRANTOR / GRANTEE:**

**EL PASO WATER UTILITIES  
PUBLIC SERVICE BOARD**

\_\_\_\_\_  
Marcela Navarrete Vice President - Strategic,  
Financial, and Management Services

**APPROVED AS TO FORM:**

**APPROVED AS TO CONTENT:**

\_\_\_\_\_  
Michaela Ainsa Grambling  
Assistant General Counsel

\_\_\_\_\_  
Alma DeAnda  
Utility Land and Water Rights Manager

**ACKNOWLEDGMENT**

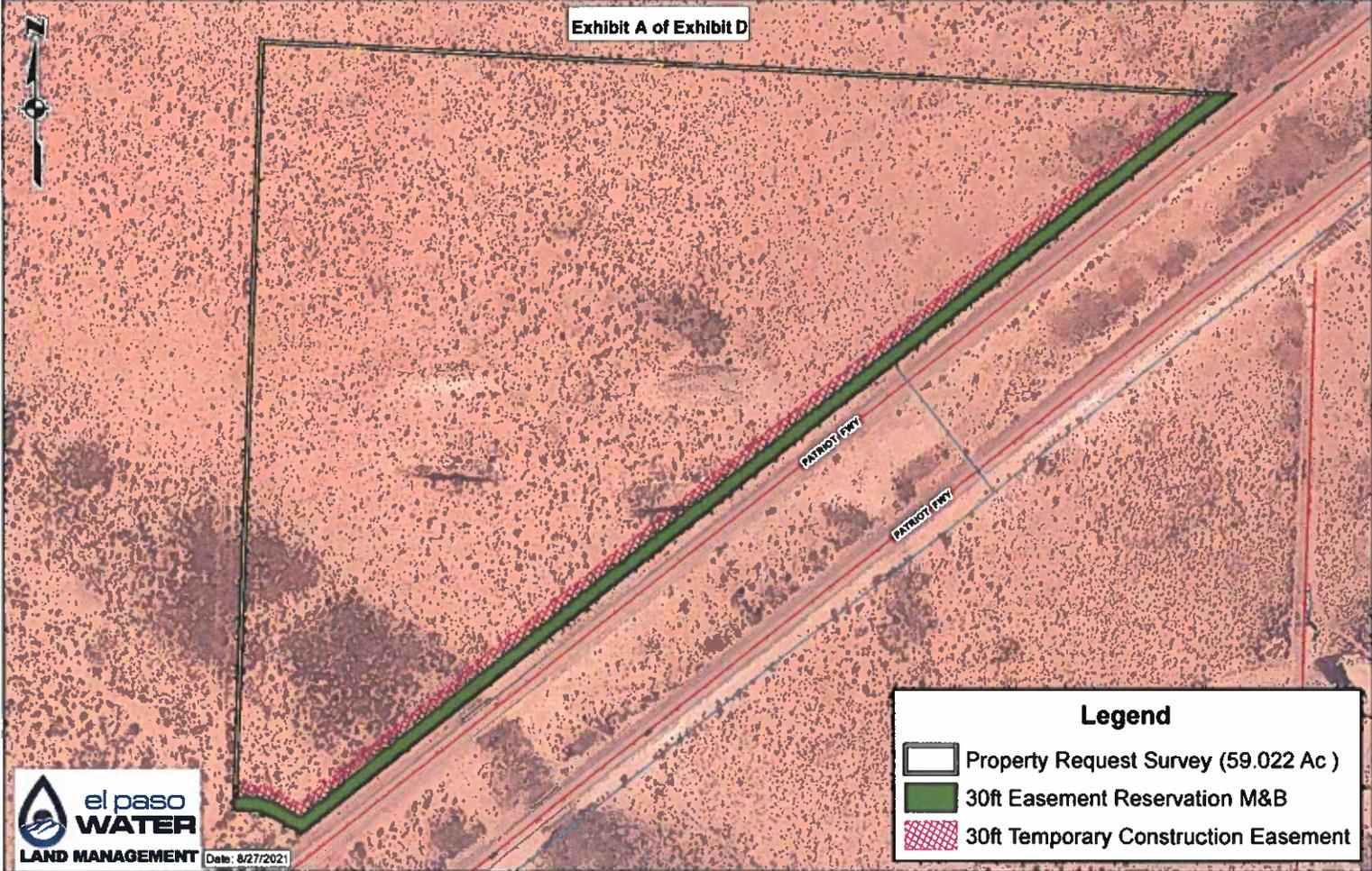
STATE OF TEXAS        )  
  )  
COUNTY OF EL PASO    )

This instrument was acknowledged before me on this the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by MARCELA NAVARRETE; Vice President - Strategic, Financial, and Management Services, on behalf of the City of El Paso, El Paso Water Utilities Public Service Board.

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

*(Signatures continue on the following page)*

Exhibit A of Exhibit D



**Legend**

-  Property Request Survey (59.022 Ac )
-  30ft Easement Reservation M&B
-  30ft Temporary Construction Easement



Date: 8/27/2021

**Exhibit B**  
**of Exhibit D to Offer**

**Scope of Work**

The Vendor, EPWater, shall be responsible to provide the major diameter water and sanitary sewer main extensions (16 inches and above) to the site and the Vendee, the United States Government, shall provide the smaller diameter water and sewer main (12 inches and below) extensions to the site in accordance with the following terms:

- (1) The design plans for the major diameter water and sanitary sewer main extensions shall be presented to the United States Government by the Vendor prior to construction to verify that they will be sufficient for supporting the activities currently planned at the site.
- (2) Two points of connection to the water system shall be provided to the site, one of each side of the existing "tee" that extends from the east side of US Highway 54, to a new parallel 12" water main to be constructed by the United States Government that will extend to the north and south along the frontage of US Highway 54 within a new 30-ft utility easement to allow service connections for domestic and fire service pipes.
- (3) The vendor shall provide a minimum of one (1), and up to two (2), domestic water service connections and a minimum one (1), and up to two (2), fire service connections, to be confirmed by vendee on or before December 31, 2021.
- (4) Additionally, the vendor shall not require the construction of an extension of the parallel 12" water main by the United States Government, but shall instead require the United States Government to cap both ends of the water main beyond the service connections with a tee adapter or other device approved by Vendor to support future expansion of services to adjacent parcels.
- (5) One point of connection shall be provided at the south/downstream corner of the property to a new 12" sanitary sewer main to be constructed by the United States Government that will extend along the full frontage of US Highway 54 within the utility easement described herein.
- (6) A minimum of one (1), and up to three (3), sanitary sewer connections, confirmed by the United States Government on or before December 31, 2021.
- (7) The United States Government shall be responsible for the extension of smaller diameter mains to serve the site.
- (8) The United States Government shall cap the upstream end of the sewer main at the north property line with a tee adapter or other device approved by Vendor to support future expansion of services to adjacent parcels.